

\$140,000.00
CONTRACTOR'S OFFICE COPY

BID OF MADISON COMMERCIAL LANDSCAPES INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2020 PLAYGROUND IMPROVEMENTS – GROUP 3

CONTRACT NO. 8904

MUNIS NO. 12679-51-130 & 12680-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 21, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

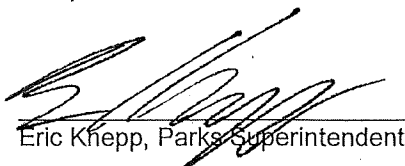
2020 PLAYGROUND IMPROVEMENTS- GROUP 3
CONTRACT NO. 8904

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This Proposal, and Agreement have
been prepared by:

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


Eric Khepp, Parks Superintendent

EK: sjc

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:	2020 PLAYGROUND IMPROVEMENTS- GROUP 3
CONTRACT NO.:	8904
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/25/2020
BID SUBMISSION (2:00 P.M.)	7/2/2020
BID OPEN (2:30 P.M.)	7/2/2020
PUBLISHED IN WSJ	6/18/2020 & 6/25/2020

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtorresmeza@cityofmdison.com.

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

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

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
 205 Blasting
 210 Boring/Pipe Jacking
 215 Concrete Paving
 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
 221 Concrete Bases and Other Concrete Work
 222 Concrete Removal
 225 Dredging
 230 Fencing
 235 Fiber Optic Cable/Conduit Installation
 240 Grading and Earthwork
 241 Horizontal Saw Cutting of Sidewalk
 242 Infrared Seamless Patching
 245 Landscaping, Maintenance
 246 Ecological Restoration
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 252 Pavement Marking
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
 402 Building Automation Systems
 403 Concrete
 404 Doors and Windows
 405 Electrical - Power, Lighting & Communications
 410 Elevator - Lifts
 412 Fire Suppression
 413 Furnishings - Furniture and Window Treatments
 415 General Building Construction, Equal or Less than \$250,000
 420 General Building Construction, \$250,000 to \$1,500,000
 425 General Building Construction, Over \$1,500,000
 428 Glass and/or Glazing
 429 Hazardous Material Removal
 430 Heating, Ventilating and Air Conditioning (HVAC)
 433 Insulation - Thermal
 435 Masonry/Tuck pointing

- 437 Metals
 440 Painting and Wallcovering
 445 Plumbing
 450 Pump Repair
 455 Pump Systems
 460 Roofing and Moisture Protection
 464 Tower Crane Operator
 461 Solar Photovoltaic/Hot Water Systems
 465 Soil/Groundwater Remediation
 466 Warning Sirens
 470 Water Supply Elevated Tanks
 475 Water Supply Wells
 480 Wood, Plastics & Composites - Structural & Architectural
 499 Other _____

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the
Bid Express Website
at <https://bidexpress.com>
look up contract number
and go to
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

2020 PLAYGROUND IMPROVEMENTS- GROUP 3

CONTRACT NO. 8904

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**2020 PLAYGROUND IMPROVEMENTS- GROUP 3
CONTRACT NO. 8904**

**Small Business Enterprise Compliance Report
SBE Contact Report**

Submit separate copy of this form for each SBE which you are not able to utilize towards meeting the SBE goal for this project. Attach separate sheets if necessary.

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

1. Outline below all efforts to solicit a bid from the above SBE. Include date, means of contact, who from your company made this contact and the result.

2. Describe the information provided to the aforementioned SBE regarding the scope of work for which he/she was to provide a bid.

Is this the same scope of work on which the subcontractor you intend to utilize based his/her bid?

Yes No

3. Did this SBE submit a bid? Yes No

4. Is the General Contractor pre-qualified to self-perform this category of work?

Yes No

SECTION D: SPECIAL PROVISIONS

2020 PLAYGROUND IMPROVEMENTS- GROUP 3 CONTRACT NO. 8904

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 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

This project consists of installation of new playground equipment and/or nature play features and associated site and playground amenities, underdrain, and asphalt paths at three (3) City of Madison park locations including Galaxy Park, Morrison Park, and Orlando Bell Park.

The Contractor shall view the sites 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.

The design and ordering of the park playground equipment and benches is excluded from the scope of this work.

SECTION 104.4: INCREASED OR DECREASED QUANTITIES

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

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

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in

writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

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

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The Contractor is responsible for the layout of the playground underdrain 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 the 2020 Playground Replacements – Group 3 contract. **Contractor to note: for paths, the City shall provide offset stakes along one side, unless special circumstances such as large width or irregular geometry, as determined by the City, require additional stakes. The Contractor shall set any additional stakes, such as hubs at gravel grade.** Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at (608) 658-3087.

SECTION 105.12: COOPERATION BY CONTRACTOR

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

Utilities may 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.

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 City may determine that this meeting shall be held via remote conferencing and will provide a method to remote conference the preconstruction meeting if necessary.

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

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

The Contractor shall coordinate grading work at Galaxy Park with Rich Bergmann, Construction Supervisor (608) 266-6289.

The Contractor shall contact Andy Peters, Playground Construction Inspector (608) 220-6501 each day to inform the Playground Construction Inspector the location of the day's proposed playground construction.

SECTION 105.13: ORDER OF COMPLETION

Prior to beginning construction, the Contractor shall submit to the City a detailed schedule showing the sequence and anticipated dates of all playground installation operations.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

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

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

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

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

SECTION 108.2: PERMITS

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

1. City of Madison Erosion Control Permit

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

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

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these special provisions, or as directed by the Engineer or his designees.

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

SECTION 109.2: PROSECUTION OF THE WORK

The Contractor is made aware that the start work date listed in the contract may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at discretion of the Engineer.

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

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

SECTION 109.7: TIME OF COMPLETION

The Contractor shall begin work on the 2020 Park Playground Replacements – Group 3 contract on or before August 17, 2020 and shall be completed by December 18, 2020.

SECTION 110.1: MEASUREMENT OF QUANTITIES

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

BID ITEM 10803 - ROOT CUTTING

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

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

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

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

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place

quantities) and fill have been estimated from these models. Cut and fill quantities have been determined based on an estimated existing playground surface depth of 17". No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional AutoCAD Civil 3D (.dwg) files containing the digital terrain models used for the earthwork calculations are available. Additional excavation may be necessary if existing playground surfacing is greater than seventeen (17) inches. The Contractor shall notify the Engineer prior to excavation and removal of playground surfacing beyond seventeen (17) inches.

The proposal quantity was computed by AutoCAD Civil 3D surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil and placement of fourteen (14) of playground surfacing.

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

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

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

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

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

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

BID ITEM 20103 – EXCAVATION CUT - PEA GRAVEL

DESCRIPTION

Excavation Cut – Pea Gravel shall consist of the loosening, loading, hauling and disposal of the existing pea gravel playground surfacing as identified on the plans per Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. Cut and fill quantities have been determined based on an estimated existing playground surface depth of 17". No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional AutoCAD Civil 3D (.dwg) files containing the digital terrain models used for the earthwork calculations are available.

The proposal quantity was computed by AutoCAD Civil 3D surface data volume computations and the assumptions listed above. Adjustments were made for excavation of seventeen (17) inches of existing playground surfacing.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20130 - UNDERDRAIN

DESCRIPTION

This work shall include all labor, equipment, materials, and incidentals required to install and connect four-inch perforated pipe underdrain with mitered end cap / opening at daylight area, wrapped, including open graded base course and filter fabric sock as shown on the plans or as directed by the Engineer.

All costs associated with the construction of the underdrain, as shown on the plans or as directed by the Engineer, shall be considered incidental to this item including stone, pipe, fabric and excavation cut. The work involved with the placement of the perforated pipe shall be in accordance with Sections 612 and 645 of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation.

Flexible drain pipe will not be allowed.

When installing the underdrain system the Contractor shall maintain an 18" 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 (608) 658-3087 at least 48 hours prior to field check underdrain elevations prior to backfilling.

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 Geotextile Fabric Type SAS Non Woven between the proposed subgrade/underdrain and the playground surfacing.

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.

BID ITEM 20202 – FILL BORROW

DESCRIPTION

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

The fill quantities for this contract have been computed by AutoCAD Civil 3D surface data volume. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, excavation of

seventeen (17) inches of existing playground surfacing, placement of six (6) inches of proposed topsoil, and placement of fourteen (14) inches of playground surfacing.

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

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

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE and does not include stone for construction of the underdrain. Stone required for construction of the underdrain shall be incidental to BID ITEM 20130 – UNDERDRAIN.

BID ITEM 20221 - TOPSOIL

DESCRIPTION

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

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

The topsoil quantities for this contract have been computed by AutoCAD Civil 3D surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, seventeen (17) inches of existing playground surfacing, and placement of six (6) inches of proposed topsoil. Any additional topsoil material required beyond quantities available through stripped topsoil are included in the quantities for this bid item. The below topsoil quantities are provided for the Contractor's general reference only. The Contractor shall provide any additional topsoil required to complete the work based on bid tab quantities. Additional topsoil material beyond quantities available through stripped topsoil are incidental to this bid item.

Galaxy Park: 0 cubic yards
Morrison Park: 0 cubic yards
Orlando Bell: 29 cubic yards

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

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

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

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

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

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

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

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

DESCRIPTION

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

An additional 100 linear feet of silt sock has been added to each project for undistributed silt sock.

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

DESCRIPTION

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

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

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

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

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

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

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

DESCRIPTION

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install nine (9) inches of Crushed Aggregate Base Course Gradation No. 2 for asphalt path construction.

All aggregate base course shall extend six (6) inches beyond the proposed pavement edge and shall have three (3) inches of topsoil and terrace seed over the extended gravel base to be paid for under BID ITEM 20221 – TOPSOIL and 20701 – TERRACE SEEDING for all paved paths, except for where the path extends into the playground.

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

BID ITEM 90000 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

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

Construction fence shall be installed to discourage access to the construction area by the general public during the course of the project. Fence shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90001 - PLAYGROUND EQUIPMENT

DESCRIPTION

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

Contractor but before installation is complete, Contractor shall be responsible for securing replacement materials.

The Contractor shall contact the Engineer within three (3) working days of receipt of the playground equipment to confirm equipment matches what was specified. Original packing slips from each shipment shall be provided to the Engineer.

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 by the City of Madison Playground Construction Inspector and Dan Rodman (608) 658-3087, the City of Madison Parks Surveyor. Please allow 48 hours to schedule.

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

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

See Appendix A for the Manufacturers' Playground Equipment Installation Instructions and Appendix B for soil boring information for each park. Both Appendix A and Appendix B are available as a separate downloadable file on Bid Express and shall be considered part of this contract.

METHOD OF MEASUREMENT

Playground Equipment shall be measured by lump sum per each park playground site for the completed work as described above.

BASIS OF PAYMENT

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

BID ITEM 90002 - PLAYGROUND TIMBERS

DESCRIPTION

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

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

damage, and, if necessary, store the materials at the receiving location. If the materials are damaged after delivery to Contractor but before installation is complete, Contractor shall be responsible for securing replacement materials.

The Contractor shall contact the Engineer within three (3) working days of receipt of the playground timbers to confirm equipment matches what was specified. Original packing slips from each shipment shall be provided to the Engineer.

All installation of playground timbers shall adhere and conform to the installation specifications as provided by the 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 Timbers shall be measured per each playground timber as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Playground 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 90003 – PLAYGROUND SURFACING - WOOD FIBER MULCH

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to load, transport and distribute playground surfacing wood fiber mulch.

All playground surfacing wood fiber mulch shall be provided by the City of Madison. The playground surfacing wood fiber mulch shall be available at the City of Madison Transfer Station, 121 E. Olin Ave. The transfer station's hours of operation are 7:30 am to 2:30 pm, Monday thru Friday, excluding City holidays. The Contractor shall contact Bill Durkin at the City of Madison Streets Department (phone: 608-266-4911) a minimum of seven (7) working days prior to any anticipated dates of the playground surfacing wood fiber mulch pick up. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed.

The playground surfacing wood fiber mulch shall be installed to the finished elevations as indicated on the plans. Minimum installed depth of playground surfacing wood fiber mulch is fourteen (14) inches.

Double handling, stockpiling and placing playground surfacing wood fiber mulch shall be incidental to this bid item.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Playground Surfacing - Wood Fiber 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 90004 – PLAYGROUND SURFACING – PEA GRAVEL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to load, transport and distribute playground surfacing pea gravel at Morrison Park. It is estimated that there will be approximately 105 cubic yards of pea gravel removed from Morrison Park, which shall be paid for under BID ITEM 20103 – Excavation Cut – Pea Gravel. 7 cubic yards of new pea gravel shall be placed through this bid item.

Pea gravel shall be installed to the finished elevations as indicated on the plans. Minimum installed depth of pea gravel is fourteen (14) inches.

Double handling, stockpiling and placing pea gravel shall be incidental to this bid item.

METHOD OF MEASUREMENT

Playground Surfacing – Pea Gravel shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

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

BID ITEM 90005 – PLAYGROUND SURFACING - RUBBER MULCH

DESCRIPTION

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

All rubber mulch playground surfacing shall be purchased by the City of Madison and ordered for delivery from the rubber mulch vendor to the City's pre-determined receiving location. The rubber mulch shall be available at the City of Madison Goodman Maintenance Facility, 1402 Wingra Creek Parkway. 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 a minimum of twelve (12) inches to account for compaction. Quantities identified in the proposal page have been calculated for installation of twelve (12) inches of rubber surfacing, assuming compaction to a final depth of ten (10) inches.

Double handling, stockpiling and placing rubber mulch shall be incidental to 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 90006 – REMOVE EXISTING BENCH

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove and dispose of an existing park bench and associated concrete slab.

The removed bench and mounting hardware shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

METHOD OF MEASUREMENT

Remove Existing Bench shall be measured per each individual removed bench as listed in the proposal page.

BASIS OF PAYMENT

Remove 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.

BID ITEM 90007 – INSTALL BACKED BENCH

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to assemble and install KayPark 'Madison' (Part #6BARP) benches, surface mounted at the locations specified on the plans.

All benches **will be purchased by the City of Madison** and ordered for delivery from the vendors to City of Madison Parks Division's Goodman Maintenance Facility (1402 Wingra Creek Parkway, Madison WI 53715). The Contractor may contact Andy Peters (phone: 608-220-6501) to arrange pick-up of the benches from the facility.

The Contractor shall provide equipment and labor for off-loading, loading and trucking as needed.

All handling and installation shall be according to manufacturer's specifications. The complete installation specifications shall be included in the shipment of equipment from the vendor.

New benches shall be surface mounted to an 8'x5', 5" thick concrete slab as specified by the manufacturer's installation instructions. Concrete for benches requiring new concrete slabs shall be paid for under BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Install Backed 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.

BID ITEM 90008 – GRANITE BOULDER 36" X 36" X 36"

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install granite boulders in accordance with these plans and specifications. The boulders shall be glacially tumbled, natural fieldstone of the approximate dimensions listed. The boulders shall not have significant sharp or jagged edges and shall be free of mud and debris.

The Contractor shall coordinate a site visit with the Engineer to the Contractor's designated supplier to review the proposed boulders prior to delivery. If the Contractor delivers boulders to the site without preapproval by the Engineer, the Contractor shall be responsible for their replacement per the direction of the Engineer at no additional cost to the City

The Contractor shall coordinate the placement of the boulders with an on-site meeting with the Engineer. The Contractor shall provide 48 hrs. notice to the Engineer prior to the requested meeting date. At the site meeting, each boulder location will be staked and a particular boulder assigned to that location. Contact Sarah Lerner at (608) 261-4281 to schedule.

Boulders shall be placed prior to the installation of playground surfacing and shall be placed directly on the subgrade geotextile fabric. The boulders shall be placed with the predominately flat face down or per the direction of the Engineer.

If the Contractor installs boulders without preapproval of the staking by the Engineer, the Contractor shall be responsible for any necessary adjustments per the direction of the Engineer at no additional cost to the City.

METHOD OF MEASUREMENT

Granite Boulder 36" x 36" x 36" shall be measured per each boulder as listed in the proposal page.

BASIS OF PAYMENT

Granite Boulder 36" x 36" x 36" 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 90009 – MEMORIAL PLAQUE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove, store, and reset the existing memorial plaque at Morrison Park in accordance with these plans and specifications.

The Contractor shall coordinate the resetting of the plaque with an on-site meeting with the Engineer. The Contractor shall provide 48 hrs. notice to the Engineer prior to the requested meeting date. Contact Sarah Close at (608) 263-6850 to schedule.

If the Contractor installs the memorial plaque without preapproval of the staking by the Engineer, the Contractor shall be responsible for any necessary adjustments per the direction of the Engineer at no additional cost to the City.

METHOD OF MEASUREMENT

Memorial Plaque shall be measured per each plaque as listed in the proposal page.

BASIS OF PAYMENT

Memorial Plaque 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

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

SECTION E: BIDDERS ACKNOWLEDGEMENT

2020 PLAYGROUND IMPROVEMENTS GROUP 3

CONTRACT NO. 8904

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.

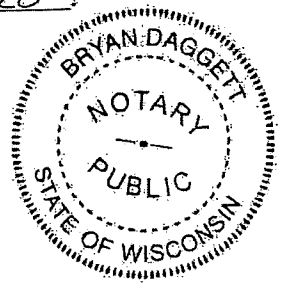
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. 0 through 0 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce, or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of Madison Commercial Landscapes (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of None Amble; an individual trading as President of the City of Madison State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

[Signature]
SIGNATURE

CHO
TITLE, IF ANY

Sheena Amble / CHO
Sworn and subscribed to before me this 25th day of June, 2020

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 02/16/2024
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8904 – Madison Commercial Landscapes, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
playground installer/ 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.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

CONTRACT NO. 8904

Small Business Enterprise Compliance Report

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

Cover Sheet


Prime Bidder Information

Company:	madison commercial landscapes inc
Address:	1871 hwy 111
Telephone Number:	608.835.7700
Fax Number:	608.835.7987
Contact Person/Title:	nate president

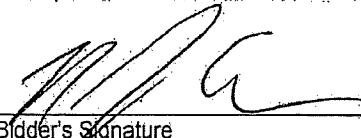
Prime Bidder Certification

Name:	nate amble
Title:	president
Company:	madison commercial landscapes inc

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



Witness Signature



Bidder's Signature

6-25-20

Date

2020 PLAYGROUND IMPROVEMENTS - GROUP 3

CONTRACT NO. 8904

DATE: 7/2/2020

**Madison Commercial
Landscapes Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page - Galaxy Park			
10911 - MOBILIZATION - LS	1.00	\$3,200.00	\$3,200.00
20101 - EXCAVATION CUT - CY	417.00	\$15.00	\$6,255.00
20130 - UNDERDRAIN - LF	189.50	\$13.00	\$2,463.50
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	295.00	\$3.00	\$885.00
20202 - FILL BORROW - CY	3.00	\$50.00	\$150.00
20217 - CLEAR STONE - TON	14.00	\$25.00	\$350.00
20221 - TOPSOIL - SY	1034.00	\$6.00	\$6,204.00
20701 - TERRACE SEEDING - SY	1062.00	\$3.00	\$3,186.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$349.20	\$349.20
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	357.00	\$8.00	\$2,856.00
21061 - EROSION MATTING, CLASS I URBAN TYPE A - SY	1062.00	\$3.00	\$3,186.00
30301 - 5 INCH CONCRETE SIDEWALK - SF	80.00	\$19.00	\$1,520.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	28.00	\$25.00	\$700.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	10.30	\$485.00	\$4,995.50
90000 - CONSTRUCTION FENCE (PLASTIC) - LF	440.00	\$2.00	\$880.00
90001 - PLAYGROUND EQUIPMENT - LS	1.00	\$7,500.00	\$7,500.00
90002 - PLAYGROUND TIMBERS - EA	49.00	\$15.00	\$735.00
90005 - PLAYGROUND SUFACING RUBBER MULCH - CY	135.50	\$30.00	\$4,065.00
90007 - INSTALL BACKED BENCH - EA	2.00	\$150.00	\$300.00
SUBTOTAL			\$49,780.20

Section B: Proposal Page - Morrison Park			
10803 - ROOT CUTTING - EA	4.00	\$25.00	\$100.00
10911 - MOBILIZATION - LS	1.00	\$3,200.00	\$3,200.00
20101 - EXCAVATION CUT - CY	56.00	\$25.00	\$1,400.00
20103 - EXCAVATION CUT- PEA GRAVEL - CY	105.00	\$25.00	\$2,625.00
20130 - UNDERDRAIN - LF	150.50	\$13.00	\$1,956.50
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	222.00	\$3.00	\$666.00
20202 - FILL BORROW - CY	128.00	\$20.00	\$2,560.00
20217 - CLEAR STONE - TON	23.50	\$25.00	\$587.50
20221 - TOPSOIL - SY	246.00	\$8.00	\$1,968.00
20701 - TERRACE SEEDING - SY	282.00	\$3.00	\$846.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$350.00	\$350.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	250.00	\$8.00	\$2,000.00
21061 - EROSION MATTING, CLASS I URBAN TYPE A - SY	282.00	\$3.00	\$846.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	2.00	\$25.00	\$50.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	2.20	\$1,700.00	\$3,740.00
90000 - CONSTRUCTION FENCE (PLASTIC) - LF	450.00	\$2.00	\$900.00
90001 - PLAYGROUND EQUIPMENT - LS	1.00	\$7,500.00	\$7,500.00
90002 - PLAYGROUND TIMBERS - EA	51.00	\$14.00	\$714.00
90003 - PLAYGROUND SUFACING WOOD FIBER MULCH - CY	94.20	\$14.00	\$1,318.80
90004 - PLAYGROUND SURFACING - PEA GRAVEL - CY	7.00	\$50.00	\$350.00
90008 - GRANITE BOULDER 36"X36"X36" - EA	3.00	\$1,400.00	\$4,200.00
90009 - MEMORIAL PLAQUE - EA	1.00	\$1,000.00	\$1,000.00
SUBTOTAL			\$38,877.80

SECTION G: BID BOND

Bond #65116684

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

**2020 PLAYGROUND IMPROVEMENTS- GROUP 3
CONTRACT NO. 8904**

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above; it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65116684

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Patricia K Wianeck1

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

Principal: Madison Commercial Landscapes Inc.

Obligee: City of MADISON

Amount: \$1,000,000.00

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

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

If Bond No. 65116684 is not issued on or before midnight of September 23rd, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 25th day of June 2020.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA }

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

On this 25th day of June, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of June 2020.

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

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SECTION H: AGREEMENT

THIS AGREEMENT made this 22nd day of July in the year Two Thousand and Twenty between MADISON COMMERCIAL LANDSCAPES INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 21, 2020, 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:

**2020 PLAYGROUND IMPROVEMENTS – GROUP 3
CONTRACT NO. 8904**

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE HUNDRED FORTY THOUSAND AND NO/100 (\$140,000.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualification and application procedures

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**2020 PLAYGROUND IMPROVEMENTS – GROUP 3
CONTRACT NO. 8904**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

MADISON COMMERCIAL LANDSCAPES INC.

[Signature] 7-13-2020
Witness Date

[Signature] 7-13-2020
Witness Date

Company Name
[Signature] 7-13-2020
President Date

[Signature] 7-13-2020
~~Secretary~~ Date
Treasurer

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 8/10/2020
Finance Director Date

[Signature] 8/11/2020
Witness Date

[Signature] 8/13/20
Witness Date

[Signature] 8/10/20
City Attorney Date

[Signature] 8/11/2020
Mayor Date

[Signature] 8-3-2020
City Clerk Date



SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **MADISON COMMERCIAL LANDSCAPES INC.**, as principal, and WESTERN SURETY COMPANY Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED FORTY THOUSAND AND NO/100 (\$140,000.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

2020 PLAYGROUND IMPROVEMENTS -- GROUP 3
CONTRACT NO. 8904

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 22nd day of July, 2020

Countersigned:

MADISON COMMERCIAL LANDSCAPES INC.
Company Name (Principal)

[Signature]
Witness

[Signature]
President Seal

[Signature]
Secretary
Treasurer

Approved as to form:

WESTERN SURETY COMPANY
Surety Seal
 Salary Employee Commission

Michael Hoas
City Attorney

By Patricia K Wiannecki
Attorney-in-Fact



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6512852 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

7/22/20
Date

Patricia K Wiannecki
Agent Signature

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65140527

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

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

Principal: Madison Commercial Landscapes Inc.

Obligee: City of Madison

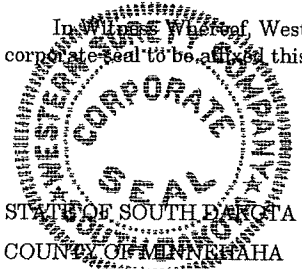
Amount: \$1,000,000.00

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

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

If Bond No. 65140527 is not issued on or before midnight of December 18, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

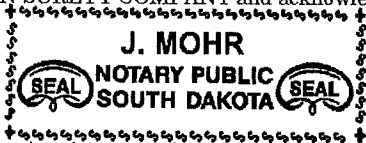
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 22nd day of July, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 22nd day of July, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 22nd day of July, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.