

BID OF _____

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

JACOBSON - FUREY POND

CONTRACT NO. 8268

PROJECT NO. 53W1871

MUNIS NO. 10314

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**JACOBSON - FUREY POND
CONTRACT NO. 8268**

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EXHIBITS AVAILABLE IN BID EXPRESS

- Exhibit A: Asbestos Sampling Report
- Exhibit B: Reuse and Recycling Plan
- Exhibit C: Additional Specifications

This Proposal, and Agreement have
been prepared by:

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



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

RFP: scs

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:	JACOBSON - FUREY POND
CONTRACT NO.:	8268
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	September 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	September 13, 2018
PRE BID SITE WALK-THROUGH (11:00 A.M.)	September 17, 2018
BID SUBMISSION (2:00 P.M.)	September 20, 2018
BID OPEN (2:30 P.M.)	September 20, 2018
PUBLISHED IN WSJ	September 6 & 13, 2018

PRE BID SITE WALK-THROUGH: A pre-bid walkthrough of the site will be conducted and all bidding contractors are encouraged to attend. The meeting will be held at 11:00 am, Monday, September 17, 2018 at 513 Jacobson Avenue. Please meet near the radiator shop, in the southwest area of the project site.

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR 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/dcr/aaTBDir.cfm.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**JACOBSON - FUREY POND
CONTRACT NO. 8268**

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

**JACOBSON - FUREY POND
CONTRACT NO. 8268**

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

5. If you responded "Yes" to Question 3, please check the items below which apply and provide the requested detail. If you responded "No" to Question 3, please skip ahead to item 6 below.

The SBE listed above is unavailable for work on this project for the following reasons. Provide specific detail for this conclusion.

The SBE listed above is unqualified for work on this project. Provide specific details for this conclusion.

The SBE listed above provided a price that was unreasonable (i.e. more than 5% above the lowest bidder). Provide specific detail for this conclusion including the SBE's price and the price of the subcontractor you intend to utilize.

A contract with the SBE listed above may constitute a breach of the bidder's collective bargaining agreements. Provide specific detail for this conclusion including, but not limited to, correspondence from the SBE indicating it will not sign a project labor agreement and/or correspondence from the applicable trade union indicating a project labor agreement will not be allowed at the time of project bidding.

Other; please specify reason(s) other than listed above which made it impossible for you to utilize this SBE on this project.

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

JACOBSON - FUREY POND CONTRACT NO. 8268

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

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

SECTION 102.1 PREQUALIFICATION OF BIDDERS

The Prime Contractors bidding this contract shall be prequalified in Grading and Earthwork (category 240).

To complete work under Bid Items 90001-90005, the Prime Contractor shall either hire a subcontractor that is prequalified, or be prequalified themselves in the Building Demolition (category 110) or General Building Construction, Equal or less than \$250,000 (category 415). Prequalification in these categories needs to be approved by the City prior to completing any work under Bid Item 90005.

The Prime Contractor shall be certified, or hire a sub-contractor that is certified with the State of Wisconsin for Asbestos and Lead as described in Section 108.2, excerpted below:

- The General Contractor shall provide scanned copies (in PDF format) of all certifications for his/her sub-contractor to the Demolition Project Manager prior to beginning any work on this contract. Certifications shall be current at the beginning of the contract and shall be renewed prior to any expiration date during the contract as needed.

The following supervisory licenses/certifications are required for the Asbestos Removal Sub-Contractor for this contract. Individual worker licenses need not be supplied until requested by the Project Manager.

- State of Wisconsin Department of Health Services – Asbestos Company Primary
- State of Wisconsin Department of Health Services – Lead (Pb) Company
- State of Wisconsin Department of Health Services – Asbestos Inspector
- State of Wisconsin Department of Health Services – Asbestos Supervisor
- State of Wisconsin Department of Health Services – Lead (Pb) Risk Assessor
- State of Wisconsin Department of Health Services – Lead (Pb) Abatement Supervisor

All licenses shall be valid from bid opening through the completion of this contract.

If work is delayed due to the Prime Contractor failing to become prequalified or certified, or failing to hire a prequalified or certified subcontractor in a timely manner, no additional contract time shall be authorized for the demolition work.

SECTION 102.8 EXAMINATION OF SITES OF WORK

The pre-bid walk-through is scheduled for September 17, 2018 at 11:00 a.m. The walk-through will begin at the radiator shop, located in the southwest corner of the site.

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

SECTION 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to construct stormwater ponds on a City of Madison owned parcel at 513 Jacobson Avenue. This project includes several aspects of work, including:

- Remediation, demolition and removal of an existing structure (former radiator shop), including all associated features (footings, foundations, basement floors, and service laterals). This work shall include removal of all hazardous materials and devices according to all regulatory codes. Copies of all disposal records shall be given to the Project Manager.
- Demolition and removal of two deteriorated building foundations
- Removal of three debris piles from the site
- Relocation of water, storm, and sanitary facilities
- Construction of two stormwater ponds and associated features including piping, outfall structures, an access road, and maintenance access
- Construction of an overflow/rain garden
- Construction of the base for a future bike path
- Full site grading, including the tracking and management of contaminated material
- Site restoration

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

SECTION 104.1 LANDS FOR WORK

This project is located at 513 Jacobson Avenue. The Contractor shall be aware that this parcel is adjacent to several private parcels. The project site is immediately south of Wisconsin Department of Transportation property. To the west, the site is bordered by the Town of Blooming Grove. The Contractor shall use all necessary precautions to avoid damage to adjacent properties, both private and public.

The Contractor shall contain all demolition and construction activities within the City of Madison owned parcel. The Contractor shall provide construction fencing per additional specification 01 76 00 provided in Exhibit C and Bid Item 90005.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The Contract documents are complimentary of each other and consist of the following items. The Contractor and all sub-contractors shall be responsible for reviewing all Exhibits that may affect their understanding of the work to be performed under this contract.

- The City of Madison Standard Specifications for Public Works Construction, 2018 Edition <http://www.cityofmadison.com/business/pw/specs.cfm>
- These Special Provisions
- All addenda to the bid documents
- All supplemental instructions, details, or specifications issued during the course of the contract
- Exhibit A – Asbestos Sampling Report, PDF
- Exhibit B – Reuse and Recycling Plan, PDF

- Exhibit C – Additional Specifications, PDF

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. If the actual quantities vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction, no additional compensation shall be given for increasing or decreasing quantities.

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

SECTION 104.8 REMOVALS

The Contractor shall provide documentation for disposal of all items removed from this site as part of the demolitions, including the empty building foundations. Documentation shall include date, material, weight, quantity, volume, and hauler, as well as whether it was recycled, diverted from, or entered into a landfill. Documentation shall be presented to Randall Wiesner, the Demolition Project Manager.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris, the Contractor shall be responsible for recycling all reasonably clean materials including, but not limited to: concrete, asphalt, and metals. The Contractor shall include all costs associated with recycling/disposal in his/her bid price and shall retain any monies received through recycling efforts. The Contractor shall review Additional Specification 01 74 19 provided in Exhibit C.

SECTION 105.5 INSPECTION OF WORK

The Contractor shall be responsible for coordinating all required inspections with the appropriate regulatory agency having jurisdiction.

SECTION 105.6 CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include, but not be limited to, apparent errors, omissions, and interpretations involving codes, regulations, and standards.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City's intent of this contract.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

The City is not aware of any other projects occurring in the immediate vicinity of the project.

The City is aware of several private utilities on site including:

- AT&T
- ATC
- CenturyLink
- MGE

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work according to additional specification 01 76 00, provided in Exhibit C.

The Contractor shall take extreme care with protecting fencing, landscaping, and any structures located near the construction limits of this project.

The Contractor, with the Project Manager and Construction Engineer, shall walk the site and record the condition of existing adjacent items with photographs, to create a benchmark for restoration. See additional specification 01 32 33, provided in Exhibit C.

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall fully contain their operations, including parking and storage to the project site. Impacts to parking will not be permitted on adjacent streets.

The Contractor shall avoid residential streets for material hauling, and shall direct hauling activities to State Highway 30.

The Contractor shall maintain driveway access for 3517 Commercial Avenue at all times.

SECTION 108.2 PERMITS

The following permits are required (and have been or will be applied for by the City) for this project:

- Army Corps of Engineers Permit Letter of Permission – See Attached Permit Conditions
- WI-DNR Chapter 30 Permit – See Attached Permit Conditions
- WI-DNR WRAPP Notice of Intent
- City of Madison Erosion Control and Stormwater Management Permit
- City of Madison Razing Permit
 - The Contractor shall be responsible for scheduling all required inspections and for closing this permit. The Contractor shall provide copies of the closing report to the Demolition Project Manager, Randall Wiesner.
- The City of Madison is currently working with WI DOT to develop a Memorandum of Understanding for work that will occur within the DOT right-of-way and subsequent maintenance.

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

- Wisconsin DNR Type II Dewatering
- Wisconsin DNR Notification of Demolition and/or Renovation (Form 4500-113).

All permit costs shall be considered incidental to the Site Dewatering or Demolition of Structures bid items for the contract.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species must be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

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 Construction Engineer or his designees. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining 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 shall begin work on this project on **November 5, 2018**, weather permitting. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the contract must be fully executed and the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

The time of completion shall be **July 30, 2019**. The extended contract period is intended to permit a winter shut-down, or a spring 2019 start date. If the Contractor elects a spring start date, no additional time shall be added to the contract.

If the Contractor elects to stop work for a period of time during the winter months, a detailed shut-down plan shall be submitted to the Project Engineer for approval. The shut-down plan shall include how the Contractor plans to temporarily stabilize disturbed areas, as well as the location and type of temporary equipment and material storage. Only one Mobilization item will be paid for the project and shall include all additional mobilization necessary following a winter shut-down.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

BID ITEM 10912: MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging is permitted only on the project site. The Contractor shall not stage equipment or materials outside of the project limits.

The Contractor shall direct hauling to State Highway 30, as opposed to the local streets within the Town of Blooming Grove. Damage to local streets as a result of construction activities shall be repaired by the Contractor at no additional cost to the City.

Per Section 109.2, the Contractor may elect to have a winter shut-down. Only one Mobilization shall be paid for this project.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20101: EXCAVATION CUT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to excavate to the finish grades as represented by the contours on the plan set, as shown on the cross sections, or as defined in these Special Provisions.

Cut and Fill quantities were calculated using the average end area method. Unless there are significant changes (>10% volume change), the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been applied to the earthwork quantities.

- Total Cut: 7,932 C.Y.
 - Ponds/Site Grading: 6,474 C.Y.
 - Clay Liner Undercut: 713 C.Y.
 - Bike Path Base: 690 C.Y.
 - Overflow Pond Undercut: 55 C.Y.

- Total Fill 2,035 C.Y.
 - Pond/Site Grading: 665 C.Y.
 - Bike Path Base: 1,300 C.Y.
 - Demolition Backfill: 70 C.Y.

Where topsoil in the pond area is to be placed below the finish grades shown, the over excavation for the placement of topsoil has been included in the excavation quantity. Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 – Topsoil.

Placement of on-site fill shall be included in this bid item. Excess material generated during pond construction shall hauled off-site and disposed of by the Contractor at a site provided by the Contractor. Hauling and disposal of excess material shall be paid under bid item 90048.

If there are substantial changes in the pond grading, City crews shall survey the area and the difference in Excavation Cut over/under the existing terrain shall be calculated on an in-place basis by the Project Engineer.

All on-site stockpiles shall be enclosed with a silt fence paid under Bid Items 21022, Silt Fence – Provide, Install & Maintain; and 21023, Silt Fence – Remove and Restore. No material is permitted to be stockpiled in the partially constructed pond or the wetland area.

METHOD OF MEASUREMENT

Excavation Cut within the limits shown in the plan set, or as defined in these Special Provisions, shall be paid based on the “Plan Quantity” without measurement thereof. The plan quantity was computed using the average end area method, based on cross-sections. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) increase or decrease in quantity.

BASIS OF PAYMENT

Excavation Cut shall be paid at the contract unit price for the work as described above, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20221: TOPSOIL

DESCRIPTION

This bid item shall include all work, material, equipment, and incidentals required to segregate, stockpile, and redistribute 4 inches of topsoil over disturbed areas that are not below the water level in the pond, or within the wetland scrape area.

- Estimated Quantity: 11,266 sy

It is anticipated that all necessary topsoil to complete this bid item can be generated on-site. The final contours shown on the plan set include 4 inches of topsoil. Grading shall be planned accordingly. No topsoil shall be placed on, or below, the safety bench. No topsoil shall be placed on either the gravel access road, or on the bike path base.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard. based on "Plan Quantity" without measurement thereof. The quantity was determined by measuring the grading limits and subtracting the water surface area, then adding 5% for overage.

BASIS OF PAYMENT

Topsoil shall be paid at the contract price for work as defined above, which shall be considered full compensation for work, materials, labor and incidentals necessary to complete the work.

BID ITEM 20228: MEDIUM RIPRAP – GLACIAL FIELD STONE

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an average stone size of 12 inches. Medium Riprap – Glacial Field Stone shall be used in all locations where riprap is shown on the plan set.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. All riprap shall be underlain with Riprap Filter Fabric Type HR. Provision and placement of this fabric shall be paid under the appropriate bid item. Fabric shall be placed, or modified, such that excess fabric is not visible beyond the stone boundary (no overhanging fabric).

METHOD OF MEASUREMENT

Medium Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site. Tonnage shall be determined by truck tickets.

BASIS OF PAYMENT

Medium Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

BID ITEM 21014: CLEAR STONE BERM (DITCH CHECK)

Work under this bid item shall include all work, equipment, and incidentals necessary to install, maintain, and remove a Clear Stone Ditch Check, as shown on Sheet EC-1. The ditch check shall be constructed from Medium Riprap, Clear Stone, and Geotextile Filter Fabric, Type HR. These materials shall be paid under the appropriate bid items. The Medium Riprap – Glacial Field Stone may be reused at the outfall. Reused stone shall be paid once for provision.

The ditch checks shown on the Erosion Control Plan are all possible ditch checks for the project. Depending on construction phasing, not all ditch checks may be necessary.

The Contractor shall maintain all ditch checks as part of this bid item. This shall include replacement in the event of failure.

METHOD OF MEASUREMENT

Clear Stone Berm (Ditch Check) shall be measured per Each unit constructed, maintained, and removed in the field. Materials used to construct the berm, including Medium Riprap, Clear Stone, and Geotextile Filter Fabric, shall be paid separately under the appropriate bid items.

BASIS OF PAYMENT

Clear Stone Berm (Ditch Check) shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to construct, maintain, and remove the ditch check.

SECTION 301.10 CONCRETE WASTE MANAGEMENT

The Contractor shall be aware that all points on this project drain to Starkweather Creek. Therefore, the Contractor shall clean forms, tool, chutes, and other concrete into appropriate containment. Concrete wash shall be hauled from the site and disposed of properly. All work associated with proper concrete wash procedures are considered incidental to the concrete structure bid items.

SECTION 500 SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor, for his or her convenience, deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be at the Contractor's responsibility and shall not be compensated.

Connection of new pipes to existing structure shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULO's are completed and approval of the design engineer has been received.

SANITARY SEWER

The sanitary sewer scope of work will consist of several pipe abandonments and removals. It will also include the installation of a new lateral to 3517 Commercial Avenue.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

Contact Madison Water Utility Construction Supervisor Jeff Belshaw at least one week before beginning water main work: (608) 261-9836 (office) or (608) 206-3856 (mobile).

The project consists primarily of abandoning water main in the location of the proposed stormwater pond directly south of Commercial Avenue and east of Jacobson Avenue. Most of the vacated main will be abandoned in place. The project includes the removal of approximately 220 lineal feet of main and service laterals that are in conflict with the proposed pond. A minor amount of new main and appurtenances are to be installed at the cut-in/cut-off locations at either end of the abandoned main.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

View the sites prior to bidding and become familiar with existing conditions and utilities.

SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project as described in the plans and these special provisions.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- | | |
|-------|---|
| WN1 | Replace the existing lead service with a new copper service. |
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |
| WN4 | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5 | Relocate the existing fire hydrant. |
| WN6 | Abandon water valve access structure. |
| WN7 | Furnish and install the new top section for the water access structure. |
| WN8 | Abandon the valve box. |
| WN9 | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral. |
| WN10 | Remove and salvage existing hydrant. |
| WN11 | Replace the existing copper service with a new copper service. |
| WN20+ | See Water Impact Plan for connection point isolation and water shut-off notification information. |

BID ITEM 90001: ASBESTOS CEMENT BOARD

DESCRIPTION

Asbestos Cement Board shall include the removal and proper disposal of the asbestos cement board identified in Exhibit A – Asbestos and Sampling Report. Removal shall be complete and include any residual adhesives, caulks, and fasteners associated with fastening the boards to the structure.

METHOD OF MEASUREMENT

Asbestos Cement Board shall be measured as Square Feet for the quantity specified in the asbestos inspection report (128 SF).

BASIS OF PAYMENT

Asbestos Cement Board shall be paid at the contract unit price for the specified quantity removed.

BID ITEM 90002: EXPANSION JOINT CAULK

DESCRIPTION

Expansion Joint Caulk shall include the removal and proper disposal of the off-white expansion joint caulk (used to seal cracks in masonry block) identified in Exhibit A – Asbestos and Sampling Report.

METHOD OF MEASUREMENT

Expansion Joint Caulk shall be measured as Lineal Feet for the quantity specified in the asbestos inspection report (16 LF).

BASIS OF PAYMENT

Expansion Joint Caulk shall be paid at the contract unit price for the specified quantity removed.

BID ITEM 90003: BAKELITE FROM METER SOCKET

DESCRIPTION

Bakelite from Meter Socket shall include the removal and proper disposal of the Bakelite material located in the exterior meter socket identified in Exhibit A – Asbestos and Sampling Report.

METHOD OF MEASUREMENT

Bakelite from Meter Socket shall be measured as Lump Sum for the quantity specified in the asbestos inspection report (1 SF).

BASIS OF PAYMENT

Bakelite from Meter Socket shall be paid at the contract unit price for the specified quantity removed

BID ITEM 90004: OTHER HAZARDOUD MATERIALS

DESCRIPTION

Other Hazardous Materials shall include the complete removal of Other Hazardous Materials as identified in the asbestos inspection report. Other Hazardous Materials shall include but not be limited to fluorescent bulbs/fixtures, HID bulbs/fixtures, CFL bulbs/fixtures, exit light fixtures, and any other items identified in the Asbestos Report and Recycling Plan.

METHOD OF MEASUREMENT

Other Hazardous Materials shall be measured as Lump Sum of the entire contract as indicated in the asbestos inspection report.

BASIS OF PAYMENT

Other Hazardous Materials shall be paid at the contract unit price for the total removal of this item.

BID ITEM 90005: DEMOLITION OF STRUCTURES

DESCRIPTION

Demolition of Structures shall include the complete demolition and removal of the structure and pavement from the site. This bid item shall include but not be limited to all of the following:

- Structure: Demolition will include all of the following:
 - Removal of all above grade utilities, includes coordination for any required disconnects
 - Removal and disposal of all above grade building materials including at grade floor slabs, sort by type for recycling as necessary.
 - Removal and disposal of all piping, conduit, equipment, railings, and stairs. Sort by type for proper disposal and recycling
 - Complete removal and disposal of all below grade building materials including but not limited to foundation walls, floor slab, support walls, footings, piping and other materials. Sort by type for recycling as necessary.
 - Concrete shall be broken sufficiently to allow complete removal of an rebar
- Pavement: Shall include the complete removal of all exterior concrete and asphalt sidewalk, stoops, and parking pavements.
- Utilities: Utility removals shall include all contractor coordination and fees required for disconnect and removal of all service laterals to the property line.
 - Sanitary Sewer Plugging Permit. The application and fees have been submitted by the Project Manager. The Contractor shall remove the lateral to beyond the foundation, disconnect all other connected piping and abandon the lateral between foundation and the sewer access structure identified on the plans. The Contractor shall notify City Engineering of plugging inspection prior to backfilling the excavation.
 - Gas and Electrical. The Project Manager has provided preliminary information to MG&E for this parcel. Contractor shall finalize all coordination and scheduling no less than 10 working days in advance of starting demolition.
 - Water. The existing water main and associated lateral for this demolition is being abandoned as part of the overall contract and is not part of the demolition.
 - Miscellaneous Utilities. The Contractor shall be responsible for making contact with all other related utilities at least 5 working days prior to beginning demolition.
- Inspections. The Contractor shall be responsible for contacting and acquiring all required inspections of utilities and any required regulatory inspections.

METHOD OF MEASUREMENT

Demolition of Structures shall be measured as Lump Sum for all of the items listed above. The Contractor shall provide the Project Manager with all final inspection reports for completion of this bid item.

BASIS OF PAYMENT

Demolition of Structures shall be paid at the contract unit price for the total removal of this item.

BID ITEM 90030: REMOVE EXISTING WATER MAIN & APPURTENANCES

DESCRIPTION

Work under this item shall include all labor, materials, equipment and incidentals required to remove the existing water main, service laterals and appurtenances as shown in the plan set and described below.

MATERIALS

Backfill material as required by pond construction specifications.

CONSTRUCTION

Abandon and then remove all water main and water service piping and appurtenances (hydrants, valves and boxes, fittings, service items etc.) within the limits shown in the plan set. Remove all hydrants without damage. Store and protect salvaged hydrants until Madison Water Utility Operations staff removes them from the site. Coordinate with the Madison Water Utility construction inspector to schedule pick-up of salvaged items.

Abandonment of all existing curb boxes (WN3) identified in the plans is incidental to this bid item. Perform work in accordance with Standard Specification 704.29 Abandon Existing Curb Box.

Plug or cap the ends of the abandoned main remaining in place per Standard Specifications 704.12.3(8) or 704.21.3(4).

Perform hydrant removal and salvaging operations per Standard Specifications Section 704.7.3(18).

Remove from the site and properly dispose of all water main, service laterals and appurtenances other than the items to be salvaged. The service laterals are presumed, but not guaranteed to be copper. The water main is presumed, but not guaranteed to be cast iron. The bid price will not be adjusted for the actual material type of the water main or the service laterals.

Backfill the trench as required by pond construction specifications.

METHOD OF MEASUREMENT

Remove Existing Water Main & Appurtenances shall be measured by Lineal Feet to the nearest foot of removed water main, service laterals and appurtenances.

BASIS OF PAYMENT

Remove Existing Water Main & Appurtenances shall be paid at the contract bid price which shall be full compensation for all labor, equipment, materials and incidentals necessary to remove water main service laterals and appurtenances as described above.

BID ITEM 90031: STORM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow within the channel and pond area for the duration of the project, including any storm sewer rerouting necessary for the sewer installation and pond construction. The Contractor shall take all necessary steps to protect the new and existing structures, as well as grading, from damage during construction rain events.

The existing storm channel receives a large amount of water during rain events, including overland flow. The Contractor shall be prepared to manage storm flow and secure construction and grading during rain events.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. Any additional equipment, erosion control devices, stone, etcetera required to manage storm events shall be included with this bid item.

The Contractor shall be aware that any storm sewer dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum for all storm control necessary throughout construction.

BASIS OF PAYMENT

Storm Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to control storm flows, divert stormwater, and treat stormwater prior to discharge for the duration of the project.

BID ITEM 90032: SITE CLEARING

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to cut and remove all vegetative material from the site, excluding material identified in Bid Item 90035: Knotweed Management.

The Contractor shall be responsible for cutting, grubbing, hauling, and properly disposing of all vegetative material from the site. This shall include all trees and shrubs other than those marked with pink paint or pink surveyor flagging, which shall be saved. This bid item shall include all brushing, including brushing necessary to complete work along the Department of Transportation Fence.

If the Contractor elects to chip material in place, material shall be appropriately stockpiled on-site and used as cover material on the grassed access path, or other areas approved by the Project Engineer. The Contractor may not be permitted to use all chips on-site, and shall be prepared to haul excess material.

METHOD OF MEASUREMENT

Site Clearing shall be measured as a Lump Sum for all clearing activities necessary to clear the site appropriately to complete the work.

BASIS OF PAYMENT

Site Clearing shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to clear all unmarked vegetation and dispose of the material in an appropriate location. Hauling of excess vegetative material shall be included in this bid item.

BID ITEM 90033: REMOVE BUILDING FOUNDATIONS

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to fully remove the building foundation and concrete pad located on the northern edge of the site. This bid item does not include removal of the radiator shop and its associated facilities.

This bid item shall include all work necessary to demolish and segregate concrete material, or other building materials, in order to fully remove the building foundations. No information is known about these foundations, including existence or depth of footings, steel reinforcement, etc.

If foundation excavation is necessary, the Contractor shall backfill the foundation excavation. Material generated on site will be acceptable fill.

The Contractor shall haul the building material to an acceptable disposal site. If the Contractor elects to landfill this material, any associated tipping fees or taxes shall be included in this bid item.

METHOD OF MEASUREMENT

Remove Building Foundations shall be measured as a single Lump Sum for both foundations located on the northern edge of the site.

BASIS OF PAYMENT

Remove Building Foundations shall be paid for at the contract unit price, which shall be full compensation for demolition, building material segregation, hauling, and disposal of two building foundations.

BID ITEM 90034: REMOVE & REPLACE FENCE

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to remove fence along State Highway 30 to enable the sanitary connection. This bid item shall also include all work, materials, equipment, and incidentals necessary to replace the fence.

The Contractor shall remove only the amount of fence necessary to complete the work. If additional fence removal is necessary in order to provide an adequate re-installation, the additional removal shall be completed.

The Contractor shall repair the fence in accordance with Wisconsin Department of Transportation Standard Detail Drawing 15 B 3-15b, Standard Specifications Section 616: *Property and Right of Way Fence*, and Facilities Development Manual Section 11-45-5: *Fencing*. If appropriate, existing materials shall be reused.

Materials deemed not reusable by the Construction Engineer or the Wisconsin Department of Transportation representative, shall be removed from the project site and properly disposed. Hauling and disposal of fence material shall be included in this bid item.

When replacing the fence, the Contractor shall route the fence to the north of the existing sanitary sewer access structure SAS 6237-002, such that access to the structure will be possible from the gravel access road.

METHOD OF MEASUREMENT

Remove & Replace Fence shall be measured per Lineal Foot of fence removed and appropriately replaced in the field.

BASIS OF PAYMENT

Remove & Replace Fence shall be paid for at the contract unit price, which shall be full compensation for removing and replacing the right of way fence as described in these Special Provisions.

BID ITEM 90035: KNOTWEED MANAGEMENT

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to remove a patch of invasive knotweed on site. The knotweed area will be flagged by City staff prior to the start of work.

The Contractor shall excavate and remove the knotweed as the first activity within the flagged footprint.

The Contractor shall excavate and remove all topsoil, to a depth of 18 inches or until mineral soil is encountered. The Contractor shall immediately remove the vegetative material and topsoil from the site. This material shall not be stockpiled anywhere on the project site. The Contractor shall not incorporate this material into their private topsoil stockpile.

The Contractor shall dispose of the material at an appropriate landfill. The Contractor shall clean their trucks by sweeping out all loose material, or hosing out the bed, prior to hauling new topsoil to this, or any other site.

Material hauling and any associated tipping fees shall be included in this bid item.

METHOD OF MEASUREMENT

Knotweed Management shall be measured per Square Yard.

BASIS OF PAYMENT

Knotweed Management shall be paid for at the contract unit price, which shall be full compensation for removing, hauling, and landfilling flagged knotweed and impacted topsoil.

BID ITEM 90036: SITE DEWATERING

DESCRIPTION

Work under this item shall include all work, materials, equipment, permitting and incidentals required to dewater the site during construction or to work with the water on-site in a manner that is acceptable to the Contractor, and allows the project to be constructed in accord with these plans and specifications.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for permitting said plan if that is required. The Contractor shall submit a dewatering plan for approval prior to beginning dewatering activities. The plan shall include proposed sediment control measures to be used during dewatering.

If necessary the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed

in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
BOX 7921
Madison, Wisconsin 53707

The Contractor shall be solely responsible for choosing a method of groundwater control that is compatible with the constraints defined in this section. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to insure that the groundwater control operation will not endanger or damage any existing adjacent utility or structure.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

The Contractor shall maintain dewatering activities until the pond is filled.

Borings are provided at the end of the Special Provisions to assist the Contractor in determining what methods are required to dewater the site.

METHOD OF MEASUREMENT

Dewatering shall be measured as a Lump Sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

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

BID ITEM 90037: EROSION CONTROL DITCH INSTALLATION, MAINTENANCE & RESTORATION

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to construct, maintain, and finally restore the erosion control ditch shown on the Erosion Control Plan.

Excavation quantities to construct the ditch have not been included in Excavation Cut totals.

The Contractor, may with the permission of the Project Engineer or the Construction Engineer, modify the ditch to suit their specific work, or field conditions. The Contractor shall clean sediment from behind the ditch checks when the level reaches the approximate mid-point of the ditch check, or sooner. The Contractor shall haul and appropriately dispose of the dredged material off-site at a location provided by the Contractor. If the ditch is not sufficiently controlling sediment migration, the Contractor shall immediately modify their work or erosion control methods to remedy sediment migration.

If the Contractor determines it is necessary to pump water from the settling basins, the water shall be appropriately filtered through a sediment bag, or erosion control bales. Pumping and appropriate filtration shall be included in this bid item.

The Clear Stone Ditch Checks shown within the erosion control ditch shall be paid under the appropriate bid item.

METHOD OF MEASUREMENT

Erosion Control Ditch Installation, Maintenance & Restoration shall be measured as a Lump Sum.

BASIS OF PAYMENT

Erosion Control Ditch Installation, Maintenance & Restoration shall be paid for at the contract unit price, which shall be full compensation for constructing, maintaining, altering, and restoring the erosion control ditch as described in these Special Provisions and shown on the Plan Set.

BID ITEM 90038: SEGREGATION AND PLACEMENT OF CONTAMINATED MATERIAL

DESCRIPTION

This bid item shall include all work, materials, labor and incidentals necessary to segregate, stockpile, and place contaminated material that may be encountered during excavation of the ponds.

An environmental investigation on the site identified low-level hydrocarbon contamination in the central and eastern portions of the site. The approximate location of this material is shown on Sheet E-1. Analytical data from the investigation has been included in these Special Provisions. It is likely this material is historic foundry by-products that were used as fill to originally level the site.

The ponds have been located to minimize disturbance of this material; however, it is anticipated that the Contractor will encounter some contaminated material during pond excavation. The Contractor shall segregate this material and stockpile it on site to be reused in the bike path base fill.

- Estimated Quantity: 600 C.Y.

The contaminated material can be identified by a flat gray or black color, and by a petroleum-like odor. If the Contractor is unsure of specific material, they shall contact the Project Engineer for an official determination.

METHOD OF MEASUREMENT

Segregation and Placement of Contaminated Material shall be measured per Cubic Yard of material based on the "Plan Quantity" without measurement thereof. The plan quantity was computed by average end area based on cross-sections. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) increase or decrease in quantity.

BASIS OF PAYMENT

Segregation and Placement of Contaminated Material shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.

BID ITEM 90039: 6' X 7' STORM SAS W/ INTERNAL WEIR

DESCRIPTION

Work under this item includes construction of a new 6' x 7' field poured junction structure, providing and installing two (2) castings (R-1550-0054) setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The structure shall contain an internal weir as shown on Sheet D-1, Structure S-2. The 6' x 7' field poured structure shall have steel reinforcement and wall dimensions as described below:

- Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.

- Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- The floor and walls, including the weir walls, shall be reinforced with #6 bars on 12" centers in both directions.
- Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be documented in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this item shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

6' x 7' Storm SAS w/ Internal Weir shall be measured by Each unit constructed in the field and approved by the Construction Engineer or Project Engineer.

BASIS OF PAYMENT

6' x 7' Storm SAS w/ Internal Weir shall be paid for at the contract unit price, which shall be considered full compensation for construction of the structure described above.

BID ITEM 90040: 6' X 6' STORM SAS W/ INTERNAL WEIR

DESCRIPTION

Work under this item includes construction of a new 6' x 6' field poured junction structure, providing and installing two (2) castings (R-1550-0054) setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The structure shall contain an internal weir as shown on Sheet D-1, Structure S-5. The 6' x 6' field poured structure shall have steel reinforcement and wall dimensions as described below:

- Roof reinforcement shall be #6 bars 4" on center is in the long dimension with #6 bars on 8" centers in the short dimension.
- Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- The floor and walls, including the weir walls, shall be reinforced with #6 bars on 12" centers in both directions.
- Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be documented in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this item shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

6' x 6' Storm SAS w/ Internal Weir shall be measured by Each unit constructed in the field and approved by the Construction Engineer or Project Engineer.

BASIS OF PAYMENT

6' x 6' Storm SAS w/ Internal Weir shall be paid for at the contract unit price, which shall be considered full compensation for construction of the structure described above.

BID ITEM 90041: CLAY LINER PROVISION AND PLACEMENT

DESCRIPTION

This item includes all work necessary to provide and place a 2-foot clay liner (finish depth) in the pond areas below the permanent pool, as shown in the typical sections. Excavation of the in-situ soil to accommodate the clay liner placement is paid under Bid Item 20101 – Excavation Cut. The top of the clay lining shall have a finish grade as shown in the plan set.

The estimated clay quantity was determined by using the average end area method for a 2-foot layer.

- 713 cy

The clay liner shall be placed in lifts. The thickness of each lift before compaction shall not exceed the length of the teeth of the footed compactor used. The lifts shall be compacted to a level of permeability equal to or less than 1×10^{-7} cm/sec with suitable equipment.

Soils used in clay liner construction shall have a minimum plasticity index of 12 as tested by Atterberg Limit tests (ASTM D-4318), a minimum of 50% passing the number 200 sieve, and a recompacted in-place permeability as specified on the construction plans.

Clay materials shall contain no sod, brush, roots, frozen soil, or other perishable materials. Rock particles larger than 3 inches shall be removed prior to compaction of the clay.

Pond surfaces shall be graded to remove surface irregularities and shall be scarified or otherwise acceptably scored or loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the clay liner, and the surface materials shall be compacted and bonded with the first layer of the clay liner as specified for subsequent layers of clay liner.

The clay liner shall not be placed until the required foundation preparation has been completed and the foundation has been inspected and approved by the Construction Engineer. The clay liner shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the clay liner.

The distribution of materials throughout the clay liner shall be essentially uniform, and the clay liner shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material.

If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified to a depth of not less than 2 inches before the next layer is placed.

During placement and compaction of the clay liner, the moisture content of the clay being placed shall be maintained above optimum moisture as determined by the Standard Proctor Test (ASTM D-698) or Modified Proctor Test (ASTM D-1557).

The application of water to the clay shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the clay after placement and before compaction of the liner, if necessary. Uniform moisture distribution shall be obtained by disking.

The clay liner shall be compacted to a minimum of 95% of standard proctor dry density (ASTM D-698) or to a minimum of 90% of modified proctor dry density (ASTM D-1557), at a moisture content above optimum moisture.

The clay liner shall be compacted with a footed compactor weighing at least 25,000 pounds, operated continuously, in uncompacted lift thicknesses not to exceed the smaller of 6 inches or the length of the teeth on the footed compactor used.

Clay placed at densities lower than the specified minimum density or at moisture contents lower than optimum moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the specifications or removed and replaced by acceptable clay. The replacement clay and the foundation and fill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

The Contractor shall maintain dewatering activities until the pond is filled.

TESTING AND DOCUMENTATION REQUIREMENTS

Liner construction shall be tested and documented as specified below. Copies of the documentation report, including test locations and test results, shall be provided to Construction Engineer.

Field and laboratory soil tests shall be completed on the clay liner, by a third party engineering firm retained by the contractor, to document compliance with this specification. Testing shall be completed as the liner is being placed. The following tests shall be completed at the specified frequency.

Standard Proctor test:

ASTM D-698 - 1 per 500 cubic yards of clay liner or

Modified Proctor Test

ASTM D-1557 - 1 per 500 cubic yards of clay liner

Field Density Tests

ASTM D-2922, D-2167, D-1556, or D-2937 - 1 test per 100 square foot of clay liner

Atterberg Limit tests

ASTM D-4318 - 1 per 500 cubic yards of clay liner

Grain Size Distribution

ASTM D-422 - 1 per 500 cubic yards of clay liner

Permeability

ASTM D-5084 - 1 per 500 cubic yards of clay liner

Atterberg limits, grain size distribution, and permeability tests shall be completed on undisturbed samples obtained from the constructed clay liner. A minimum of one of each of the laboratory tests specified above shall be completed per clay liner.

All test holes shall be backfilled using powdered bentonite mixed with clay soil used in liner construction and compacted by hand tamping. The clay shall be broken down into clods less than ½ inch in diameter. A minimum of 25% of the backfilled test hole volume shall be occupied by powdered bentonite after backfilling.

METHOD OF MEASUREMENT

Clay Liner Provision and Placement shall be measured by the Cubic Yard based on plan quantity, without measurement thereof. The quantity listed on the Proposal Page was calculated using the average end area method for a 2-foot layer of clay below the permanent water pool elevation (top of safety bench to top of safety bench).

BASIS OF PAYMENT

Clay Liner Provision and Placement shall be measured as defined above and paid at the contract unit price, which shall be full payment for all work as laid out in the description.

BID ITEM 90042: BOULDER/ERRATIC OUTFALL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install large, glacial field stone boulders or erratics, which will provide to a grade drop that mimics a natural stream. The stones are to be installed between the upper and lower ponds, as shown on Sheet D-1. Filter Fabric and Clear Stone to be used in the revetment installation shall be paid separately, under Bid Items 20233 and 20217, respectively.

MATERIALS

GEOTEXTILE FABRIC TYPE HR

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

BOULDERS/ERRATICS

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

The stone shall be a minimum of 18" in diameter and shall not exceed 36" in diameter. Stones shall be of varying sizes and shall be more oblong, or oval, than round.

- Estimated Quantity: 118 tons

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. All riprap shall be underlain with Riprap Filter Fabric Type HR. Provision and placement of this fabric shall be paid under the appropriate bid item. Fabric shall be placed, or modified, such that excess fabric is not visible beyond the stone boundary (no overhanging fabric).

CONSTRUCTION METHODS

LAYOUT:

The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.

PREPARATION OF FOUNDATION

Excavate as necessary to provide the minimum depth of bedding as shown on details. The bed for the boulder placement shall be properly trimmed and shaped. The foundation shall be approved by the Construction Engineer prior to placing fabric. Place Geotextile fabric on the subgrade as shown on details. Place and compact clear stone bedding to the minimum depths shown prior to placing stone.

STONE INSTALLATION

Stones shall be placed to set firmly against one another. Stones shall not be dumped, as in usual riprap placement. The placement of the stones shall follow a concave shape, with the lowest point in the center of the boulder placement. Stones may be placed at varying elevations.

The intent of the boulder/erratic outfall is to create a grade control structure that mimics a natural boulder fall.

Stones shall be placed flush at the outfall elevations of 848.5 for P-3 and 850.45 P-5 and P-6. This may be achieved by chiseling space to accommodate the outfall, or abutting the stones flush with to the apron endwalls. The bottom of the lower level of stone shall be placed at approximately 845.5. Placement of stones between these elevations is encouraged to be erratic and non-uniform.

Stones shall fit snugly together and have no gaps larger than 2-inch. Minor chipping or shaping may be required to avoid significant gaps between adjacent stones. Provide a continuous, approximately horizontal bond line for the entire length. Vertical bond lines shall provide a minimum 6" offset between the courses. Batter top course as shown on details. Select stones for the top course to provide approximately 30-inch stone surface and a reasonably continuous line along the back of the stone. Fine aggregate may be used to bed the lower and upper course in order to provide even support such that boulders do not rock or move once installed.

Placed material not meeting these intentions shall be removed and/or reworked to the satisfaction of the Engineer.

METHOD OF MEASUREMENT

Boulder/Erratic Outfall shall be measured per Ton of boulders provided and placed in the field.

BASIS OF PAYMENT

Boulder/Erratic Outfall shall be measured as defined above and paid at the contract unit price, which shall be considered full compensation for provision and placement of the boulder/erratic outfall. Clear Stone and Geotextile Filter Fabric shall be measured and paid under those bid items.

BID ITEM 90043: OVERFLOW POND/RAINGARDEN CONSTRUCTION

DESCRIPTION

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to construct the overflow pond/rain garden. Excavation Cut, Filter Fabric, and Clear Stone shall be paid under those bid items. Provision and placement of Engineered Fill, Wood Mulch, and Class II Type C Erosion Control Matting shall be included in this bid item. The garden shall be planted by others.

MATERIALS

GEOTEXTILE FABRIC TYPE HR

Geotextile Fabric Type HR shall conform to Section 645 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2015 Edition.

- Estimated Quantity: 110 S.Y.

ENGINEERED FILL

Engineered Fill shall conform to Section 211.2(a) of the Standard Specifications.

- Estimated Quantity: 22 C.Y.

CLEAR STONE

Clear Stone may be 3-inch or 1-inch washed stone.

WOOD MULCH

Wood Mulch shall be provided and placed in a 3-inch layer on the pond/garden base and the 4:1 side slopes. Acceptable wood mulch sources include chipped material generated on site, hardwood mulch, or mulch purchased from the City of Madison Olin Transfer Station.

- Estimated Quantity: 17 C.Y.

ECRM CLASS II, TYPE C

ECRM Class II, Type C shall conform to Section 210.2(c) of the Standard Specifications

- Estimated Quantity: 196 S.Y.

CONSTRUCTION METHODS

The Contractor shall lay out the work, provide any survey control as needed for control of the work beyond the initial stakeout by City.

The Contractor shall excavate the Overflow Pond/Rain Garden to the lines and grades shown on the plan set. On a relatively flat sub-grade, the Contractor shall place a layer of Riprap Filter Fabric Type HR between the in-situ soil and the Clear Stone. The Contractor shall also wrap the sides of the excavation up to the top of the clear stone with filter fabric. Clear stone shall be placed to the elevation shown on the plan set.

A layer of filter fabric shall be placed between the Engineered Fill and Clear Stone. Engineered Fill shall be placed to the elevations shown in the plan set.

The Contractor shall stabilize the Overflow Pond/Rain Garden to the top of the grade break at 851 with 3-inches of wood mulch and Class II, Type C Erosion Control Matting.

METHOD OF MEASUREMENT

Overflow Pond/Rain Garden shall be measured as a Lump Sum.

BASIS OF PAYMENT

Overflow Pond/Rain Garden shall be measured as defined above, and shall be paid for at the contract unit price, which shall be considered full compensation for all work defined in this bid item.

BID ITEM 90044: POLYMER SETTLING

DESCRIPTION

Work under this item shall include provision and proper application of polymer flocculants to settle sediment from stormwater during construction, or within the pond following construction. The selected polymer shall be environmentally benign; harmless to fish, wildlife, and plants; as well as non-toxic and non-combustible at the rate of application specified by the manufacturer. Asphalt based products will not be approved for use. Only products approved for field-testing, and field-tested by WDOT will be approved for use.

Polyacrylamide Soil Stabilizers shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer shall be applied in conformance with WDNR Storm Water Construction Technical Standard 1051 for Water Application of Polymers. Application shall be completed using conventional hydraulic seeding equipment or dry spreading. Application rates shall be as recommended by the manufacturer and shall meet the approval of the Construction Engineer. In general, rate of application shall be 20 lbs./acre. The total surface area of both ponds is 0.250 acres.

METHOD OF MEASUREMENT

Polymer Settling shall be measured by Pounds of material supplied and applied.

BASIS OF PAYMENT

Polymer Settling shall be measured as described above and paid for at the contract price shall be full compensation for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90045: TREE PLANTING

DESCRIPTION

The Contractor shall provide and install approximately eight (8) 2-inch caliper, ball & burlap (B&B) trees in the greenway as shown on plan R-1 in accordance with Article 209 of the Standard Specifications and Standard Detail Drawings 2.01. The planting hole shall be at least 2 times the diameter of the soil ball.

Note: The root collar is the area where the roots join the trunk. With nursery grown B&B trees the root collar is rarely visible, often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk.

Excavated planting holes that will be left open when work is not in progress pose an immediate and considerable hazard to pedestrians or vehicles and shall be adequately barricaded with appropriate warning devices. The Contractor shall notify the Project Manager, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Project Manager shall designate alternate planting locations. The Contractor shall place stakes indicating tree species and exact location to review with the Engineering Project Manager prior to planting.

Note: All materials (ropes, strings, wire baskets, burlap, and other wrappings) shall be removed from the soil ball.

METHOD OF MEASUREMENT

Trees planted shall be measured by Each tree provided and installed in the field.

BASIS OF PAYMENT

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the sites.

BID ITEM 90046: TREE MAINTENANCE

DESCRIPTION

The Contractor shall maintain the approximately eight (8) newly planted trees for 1 year to ensure healthy growth, as specified in Article 209.6 of the Standard Specifications.

NOTE: Trees shall be watered thoroughly immediately after planting and during the ten (10) day period after initial planting.

Maintenance shall include proper watering, weeding, pruning, securing, and mulching. A performance bond shall remain in effect for one year from the date on the certificate of completion. Note: Plants shall be guaranteed for two years from the date of installation on the certificate of completion. The Contractor shall replace any tree which, for any reason, has died or failed to flourish in compliance with Article 209.6(c) of the Standard Specifications.

METHOD OF MEASUREMENT

Tree maintenance shall be measured as a Lump Sum. No change in price will be granted if additional trees are added to the planting plan at a later date.

BASIS OF PAYMENT

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the sites.

BID ITEM 90047: SEGREGATION AND DISPOSAL OF TRASH

DESCRIPTION

This site contains three debris piles and visible surface trash (tires, mattresses, etc.).

The origin and make-up of the debris piles is unknown, but thought to possibly be from the construction of State Highway 30. It is likely these piles contain assorted building materials such as concrete, asphalt, etc. The Contractor shall segregate material that cannot be used as fill and haul it to an appropriate disposal location, such as a recycling center or landfill.

Additionally, this site appears to have been filled with foundry material at some point in the past, and may have trash incorporated into the original site fill. The excavations associated with the contamination investigation reference metal window frames, etc. If this material is encountered, the Contractor shall segregate it and haul it to an appropriate disposal location, such as a recycling center or landfill.

This bid item shall include trash segregation, hauling, and disposal of encountered trash or unanticipated building materials that may be on site. This bid item does not include the disposal of known building materials, such as the two building foundations to be demolished, or material disposal associated with the radiator shop demolition.

METHOD OF MEASUREMENT

Segregation and Disposal of Trash shall be measured per Cubic Yard of material based on number of trucks hauled from the site. Prior to hauling any material, the Contractor and Construction Engineer shall agree upon a cubic yard capacity for each truck type. The cubic yards hauled from site can then be estimated by number of trucks. No trash hauling shall occur without the inspection and approval of the Construction Engineer.

BASIS OF PAYMENT

Segregation and Disposal of Trash shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.

BID ITEM 90048: EXCESS CUT HAULING AND DISPOSAL

DESCRIPTION

This bid item shall include all work, materials, labor and incidentals necessary to segregate, load, haul and dispose of excess cut generated during pond construction. The location of disposal and appropriate reuse of the material shall be the responsibility of the Contractor.

Material shall be hauled in appropriate vehicles that, if necessary, prevent loss of material, or leaks from saturated material.

- Total Cut: 7,932 C.Y.
- Fill: 2,035 C.Y.
- Topsoil to be redistributed (4" depth): 938 C.Y.
- Excess Cut Hauling and Disposal: (7,932 - 2,035 – 938): 4,959 C.Y.

METHOD OF MEASUREMENT

Excess Cut Hauling and Disposal shall be measured per Cubic Yard of material based on the "Plan Quantity" without measurement thereof. The plan quantity was computed by average end area based on cross-sections. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) increase or decrease in quantity.

BASIS OF PAYMENT

Excess Cut Hauling and Disposal shall be measured as described above and paid at the contract unit price, which shall be full compensation for completing work described in this bid item.

BID ITEM 90049: CONTAMINATED SOIL HAULING

DESCRIPTION

The purpose of this bid item is to manage excess or unanticipated contaminated material at the site. Ideally, all contaminated material excavated on site will be placed within the bike path base grading. However, if additional or unexpected material is encountered, the Contractor shall segregate this material for appropriate disposal.

Dense root masses and any trash or non-soil material shall be separated from contaminated soil. The Contractor shall be responsible for the disposal of vegetative material, and trash can be managed under the appropriate bid item.

If the material is fully saturated, meaning containing any free-phase water that may drip or run, the Contractor shall allow the material to dewater on site until there is no free-liquid within the material.

Once the material is sufficiently dry, or if it is dry enough at the time of excavation, the Contractor shall haul the soil to the bioremediation facility at the Waste Management Madison Prairie Landfill on 3490 Nelson Road Sun Prairie, WI 53590 (608.837.9031).

The City will pay the landfill disposal costs.

Contractor shall perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

If contaminated soils—based on unusual odor, presence of cinder, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Engineer.

City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd, Rm 115
608.267.1986
608.695.1385 (cell)
bbemis@cityofmadison.com

The role of the environmental consultant will be limited to:

1. Identifying contaminated soils to be hauled to the bioremediation facility;
2. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

METHOD OF MEASUREMENT

Contaminated Soil Hauling shall be measured in Tons of contaminated soil accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

BASIS OF PAYMENT

Contaminated Soil Hauling shall be paid at the contract price which shall be full compensation for all work set forth in the description above. Payment is full compensation for excavating, segregating, loading, and hauling to the Madison Prairie Landfill; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation if needed; and dewatering of soils prior to transport, if necessary.

BID ITEM 90050: SEEDING – NO MOW TURF

DESCRIPTION

Work under this bid item includes provision and placement of No Mow Turf Seed Mix as shown on Sheet R-1. Seed shall be applied in accordance with Article 207.2 of the Standard Specifications.

All work shall be completed in accordance with Article 207 of the Standard Specifications. Mulch or erosion matting shall be placed in accordance with Sheet R-1 and shall be paid separately.

METHOD OF MEASUREMENT

Seeding – No Mow Turf shall be measured per Square Yard of seed provided and placed in the field

BID ITEM 90051: TEMPORARY CONSTRUCTION FENCING

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 at the direction of the Construction Engineer or Project Engineer. The fence will only be placed on an as-needed basis to protect residents from entering the site, or to protect trees.

This fence shall be highly visible (orange or yellow), constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. Minor relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work.

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

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

METHOD OF MEASUREMENT

Temporary Construction Fencing shall be measured by the Linear Foot of fence installed, maintained, and removed.

BASIS OF PAYMENT

Temporary Construction Fencing shall be measured as described above and paid at the contract unit price, which shall be full compensation for providing, placing, maintaining, and removing the fencing.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**JACOBSON - FUREY POND
CONTRACT NO. 8268**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 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 Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this _____ day of _____, 20_____.

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

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

SECTION F: BEST VALUE CONTRACTING

JACOBSON - FUREY POND CONTRACT NO. 8268

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

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

SECTION G: BID BOND

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

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:

JACOBSON - FUREY POND CONTRACT NO. 8268

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.

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Eighteen between _____ 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 _____, 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:

JACOBSON - FUREY POND CONTRACT NO. 8268

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 _____ (\$ _____) 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, qualifications and application procedures

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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.

**JACOBSON - FUREY POND
CONTRACT NO. 8268**

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

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
Witness	Date
Witness	Date

	Secretary

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	City Attorney
Signed this _____ day of _____, 20_____	
Witness	Mayor
Witness	Date
Witness	Date
Witness	Date
Witness	Date
Witness	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as principal, and _____
Company of _____ as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of _____ (\$_____) 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:

**JACOBSON - FUREY POND
CONTRACT NO. 8268**

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 _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

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

Date

Agent Signature