

BID OF _____

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE
ASSESSMENT DISTRICT - 2014**

**CONTRACT NO. 7235
CITY PROJECT NO. 53W1730**

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>

**PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE
ASSESSMENT DISTRICT - 2014
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This Proposal, and Agreement have
been prepared by:

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



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

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:	PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE ASSESSMENT DISTRICT - 2014
CONTRACT NO.:	7235
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	MAY 2, 2014
BID SUBMISSION (1:00 P.M.)	MAY 9, 2014
BID OPEN (1:30 P.M.)	MAY 9, 2014
PUBLISHED IN WSJ	APRIL 25 & MAY 2, 2014

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

**Instructions to Bidders
City of Madison
SBE Program Information**

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE ASSESSMENT DISTRICT - 2014 CONTRACT NO. 7235

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

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

SECTION 102.10: PREVAILING WAGE

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

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

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

- Building and Heavy Construction
- Sewer, Water, and Tunnel Construction
- Local Street and Miscellaneous Paving Operations
- Residential and Agricultural Construction

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$54,000 for a single trade contract; or equal to or greater than \$264,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This work generally consists of constructing concrete sidewalk and modular block retaining wall, as well as fabricating and installing new steel railing.

Work shall include, but is not limited to: clearing & grubbing; grading and construction of embankments and retaining wall, base preparation, concrete sidewalk, and restoration.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Contractor shall be aware that there is a 12" high pressure gas main in close proximity to the back of the existing retaining wall at the site. Contractor shall use care near this facility. Contractor shall contact MG&E prior to constructing the sidewalk over the gas main near Sta 7+15 so that MG&E may monitor construction. Contacts for MG&E are:

Steve Beversdorf 608-252-1552 SBeversdorf@mge.com
Shaun Endres SEndres@mge.com

Also Contractor shall use care of the crossing of the new retaining wall over the fiber optic cable at Sta 7+05 LT-15. Facility is owned by Century Link (Kyle Tostenson kyle.tostenson@centurylink.com, 318-417-2768).

There is an existing lighting conduit handhole owned by City of Madison Traffic Engineering at approximately 7+65 LT 7. This handhold will need to be relocated by Traffic Engineering to make way for the new retaining wall. Contractor shall contact Mike Christoph from City Traffic Engineering at 266-9031 to coordinate this work following construction staking. Contractor shall provide at least 7 days notice to Mike Christoph to allow this work to be completed prior to construction of the retaining wall.

The Contractor shall use care around all existing trees, plantings, walls, sidewalks, and other facilities and improvements in the vicinity of the project. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. Contractor shall be responsible for restoring any areas outside the work area (as determined by Construction Engineer) that are disturbed by construction at no additional cost to the City.

The City of Madison is not aware of other projects taking place in the vicinity of the project.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 100, Madison, WI 53703, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The General Contractor shall be responsible for making daily inspections of the traffic control to ensure that all required signs are in place and all warning lights are functional.

The far East lane of Packers Avenue may be closed from 9:00 a.m. and 4:00 p.m., for the duration of the project. All other lanes must remain open at all times.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one (1) working day prior to placement of the plates.

The Contractor shall provide ADA/Handicap Accessible pedestrian access, where such accommodations are originally available, at all intersections within the construction area at all times.

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

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

MEASUREMENT

Traffic Control will be measured as a single lump sum for all traffic control measures required. Any traffic control required on other streets will not be measured for payment and will be considered incidental to other items of work.

PAYMENT

Payment for the Traffic Control is full compensation for furnishing, erecting, maintaining and removing non permanent traffic signs, drums, barricades, and similar control devices. Maintaining shall include replacing damaged or stolen traffic control devices and moving or altering traffic control devices for altered or unexpected field conditions as required by the Engineer.

Contact **Mark Winter, Traffic Engineering Division, 266-6543, mwinter@cityofmadison.com**, with any questions concerning these traffic control specifications.

ARTICLE 108.2 PERMITS

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by City Staff.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items. If appropriate items are not included in the contract, they shall be considered Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

The City's obtaining of 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 WORK

The Contractor shall begin work on or before **JUNE 30, 2014**. Total time for completion of this contract shall be **21 CALENDAR DAYS**.

Work shall begin only after the start work letter is received.

BID ITEM 20101 - EXCAVATION CUT

The item of Excavation Cut shall apply to all excavation for sidewalks and retaining wall within the project limits. Excavation Cut shall be in accordance with Article 201 of the Standard Specifications except as provided below.

Suitable material, as determined by the Construction Engineer, from the cut shall be used on site to construct embankments as indicated on the plans. Placing, grading and compaction of excavated materials will be considered incidental to this bid item. Minor regrading as needed within the project area shall be considered incidental to this bid item.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal.

METHOD OF MEASUREMENT

The quantity of Excavation above or below the subgrade line as shown on the cross sections will not be measured in the field or computed from plans. The item of Excavation Cut shall be considered a single unit of work.

BASIS OF PAYMENT

Excavation Cut, measured as provided above, will be paid at the contract Lump Sum price, which shall be full compensation for all excavation of asphalt, granular materials or soil, compaction of the subgrade where required, removal and disposal of all excess materials of all types, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized for erosion control and/or other purposes as directed by the Engineer.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be allowed.

All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a minimum thickness of four (4) inches unless otherwise shown on plans.

METHOD OF MEASUREMENT

Topsoil will be measured by the square yard, in place.

BASIS OF PAYMENT

Topsoil will be paid at the contract price per square yard, which shall be full payment for segregating, stockpiling and preparing salvaged topsoil, furnishing additional topsoil from offsite if needed, placing, grading and raking finished surface, all materials, labor and incidentals necessary to complete the work as provided.

BID ITEM 90000 – BRUSH CLEARING

DESCRIPTION

This item shall include clearing of all brush, trees less than 3" diameter, and herbaceous vegetation within the work area as needed to construct the project, from approximately STA 6+25 to STA 7+25. The Contractor shall visit the site prior to bidding in order to become familiar with the quantity of brush removal required.

Brush clearing shall consist of removing all unmarked small trees, brush, and shrubs and herbaceous vegetation and completely removing them from site. Smaller trees and brush shall be removed within 1 inch below proposed finished grades. Any fill required to backfill holes where stumps are removed shall be considered incidental to this bid item. This item shall include removal of windfalls, and logs present within the work area. This item shall also include any trimming of trees and brush by contractor to facilitate access, where approved by the Construction Engineer.

METHOD OF MEASUREMENT

This item shall be measured by the station along the station line.

BASIS OF PAYMENT

This work, measured as provided above, will be paid for at the contract price which shall be considered full compensation for furnishing all labor and equipment for all clearing actually performed, and for the handling and disposal of all debris resulting from brush clearing.

BID ITEM 90001 – 5 INCH CONCRETE PAVED TERRACE

DESCRIPTION

Work under this item consists of constructing a 5-Inch thick concrete terrace between the new sidewalk and the existing curb at locations indicated on the plan.

CONSTRUCTION METHODS

Paved terrace shall be constructed similar to sidewalk (per Article 303 of the Standard specifications) except the width and cross slope of the terrace varies. Contractor shall undercut a minimum of two (2) inches below subgrade and backfill with two (2) inches of compacted sand, or screenings (limestone or sand).

METHOD OF MEASUREMENT

5 Inch Concrete Paved Terrace shall be measured by the square foot.

BASIS OF PAYMENT

5 Inch Concrete Paved Terrace, measured as provided above, will be paid at the contract price per square foot, which shall be full payment for furnishing all materials, for preparation of the subgrade, for

furnishing and placing sand or limestone base material, for forming, placing and finishing concrete, and all tools, labor, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90002 – 5 INCH CONCRETE SIDEWALK WITH 9 INCH THICKENED EDGE

DESCRIPTION

Work under this item consists of constructing a 5-Inch thick concrete walk with 9-inch thickened edge to be constructed atop the new retaining wall at the locations specified on the plan, and in accordance with the details on sheet R-2 of the plan set.

CONSTRUCTION METHODS

5 Inch Concrete Sidewalk with 9 Inch Thickened Edge shall be constructed in accordance with Article 303 of the Standard specifications and according to the details provided on sheet R-2 of the plan set. Beneath the walk, except where it is in contact with the new retaining wall, Contractor shall place two (2) inches of compacted sand, or screenings (limestone or sand). Contractor shall place a sawed joint along the station line (6" off the face of the existing retaining wall), and shall install steel reinforcement as shown on the details on sheet R-1.

METHOD OF MEASUREMENT

5 Inch Concrete Sidewalk with 9 Inch Thickened Edge shall be measured by the square foot. The width of the sidewalk shall be measured from the streetward edge of the 7"-wide portion overhanging the new retaining wall to the felt joint between the walk and the existing retaining wall. The length shall be measured along the station line.

BASIS OF PAYMENT

5 Inch Concrete Sidewalk with 9 Inch Thickened Edge, measured as provided above, will be paid at the contract price per square foot, which shall be full payment for furnishing all materials, for preparation of the subgrade, for furnishing and placing sand or limestone base material, for furnishing and installing steel reinforcement, for forming, placing and finishing concrete, and all tools, labor, equipment, and incidentals necessary to complete the contract work.

The railing and the new retaining wall shall be paid for separately under their respective bid items.

BID ITEM 90003 – RAILING (STEEL)

DESCRIPTION

This special provision describes furnishing a fully engineered, fabricated steel railing, including transporting and erecting it as shown in the plan details, as directed by the Engineer, and as hereinafter provided. These specifications shall be regarded as minimum standards for design and construction.

MATERIALS

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized. Bubbles, blisters and flaking in the coating will be a basis for rejection.

Railing Components

The various railing components shall conform with the standards listed on sheet R-2 of the plan set.

Coating System

Galvanizing

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

SHOP DRAWINGS

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

CONSTRUCTION

Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the Engineer at no additional cost to the Owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the Engineer.

Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch- up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the Owner. The Contractor shall provide the Engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

METHOD OF MEASUREMENT

Railing (Steel) will be measured by the linear foot along the centerline of the rail, completed and accepted.

BASIS OF PAYMENT

Railing (Steel), measured as described above will be paid for at the contract unit price per linear foot. Payment is full compensation for furnishing, fabricating, galvanizing, delivering and installing the steel railings, including all equipment, tools, labor, mounting hardware and incidentals necessary to complete the work as specified.

BID ITEM 90004 – MECHANICALLY STABILIZED MODULAR BLOCK WALL

DESCRIPTION

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years. Where reference is made in this Special Provision to “WisDOT Standard Specifications” it shall mean Wisconsin Department of Transportation (WisDOT) current *Standard Specifications for Highway and Structure Construction*. Where reference is made to the “department” it shall mean WisDOT.

MATERIALS

1. Proprietary Mechanically Stabilized Earth Modular Block Wall Systems

The supplied wall system must be from the department’s approved list of modular block mechanically stabilized earth wall systems.

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification. The following pre-approved proprietary wall systems may be used:

- (1) Keystone Retaining Wall Systems
Supplied By: Best Block Company
W140 N5870 Lilly Road
Menomonee Falls, WI 53051
1-414-781-7200

- (2) Rockwood Retaining Wall Systems
Supplied By: Rockwood Retaining Walls
W6558 Hwy. 33
Juneau, WI 53039
1-800-248-7456

- (3) Rockwood Retaining Wall Systems
Supplied By: Rockwood Retaining Walls
7200 N. Hwy. 63
Rochester, MN 55906
1-800-535-2375

- (4) Versa-Lok
Supplied By: Willow Creek Concrete Products
12626 County Road 150
Kimball, MN. 55353
1-800-770-4525

2. Design Requirements

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the City to show the proposed wall design is in compliance with the design specifications.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch

sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The wall shall be designed for the heights shown on the plans. The design shall be in compliance with the *AASHTO LRFD Design Specifications 5th Edition 2010* (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (WisDOT Standard Specifications), Chapter 14 of the WisDOT LRFD Bridge Manual and standard design procedures as determined by the City. Loads, load combinations and load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.6-1 in AASHTO LRFD.

The design shall include a minimum overburden surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans. The maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check is the responsibility of the City or its design consultant and is not required of the wall designer.

The design of the Wall Modular Block Mechanically Stabilized Earth shall consider the internal stability of the wall mass (tensile stress, pullout resistance, and tensile stress at the connection with the facing) within each layer of reinforcement for the applicable strength limit and extreme event limit states. Maximum factored loads applied to reinforcements for pullout and the connection to the wall face shall be calculated using the Simplified Method or Coherent Gravity Method, as presented in AASHTO LRFD. In addition, compound stability shall be computed for the applicable strength limit and extreme event limit states in accordance with AASHTO LRFD.

The minimum embedment to the top of the leveling pad shall be as specified in the plans. Potential depth of frost penetration at the wall location shall not be considered in designing the wall for depth of leveling pad.

100% of the soil reinforcement shall be connected to the wall facings. The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height or as shown on the plans. In no case shall this length be less than 6 feet. The soil reinforcement shall extend 3 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block depth (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

Submit the following to the engineer for review: complete design calculations, explanatory notes, supporting materials, specifications, and detailed plans and shop drawings for the proposed wall system. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal stabilities as defined in AASHTO LRFD.

The wall submittal package shall be submitted electronically to the City project engineer. Submit all required information no later than 21 days prior to beginning construction of the wall. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls.

3. Wall System Components

Materials furnished under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

3.1. Leveling Pad

The leveling pad shall step to follow the general slope of the ground line. The leveling pad steps shall keep the bottom of the wall below the minimum embedment. Additional embedment that is greater than the minimum embedment will not be measured for payment. The leveling pad shall be as wide as the proposed blocks or a minimum of 18 inches, whichever is greater. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Provide a wall leveling pad that consists of poured concrete masonry, 6 inches deep by 18 inch (minimum) wide Grade A concrete as provided in Section 501 of the WisDOT Standard Specifications.

3.2. Wall Facing

Wall facing units shall consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are cracked, chipped, or have other imperfections in accordance with ASTM C1372, or have excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan or chosen by the engineer.

From Station 6+92 to 7+25, a universal cap block shall be used to finish the wall. The vertical dimension of the cap shall be 4 inches. From Station 7+25 to 8+25, a formed cast-in-place sidewalk with thickened edge (5 Inch Concrete Sidewalk With 9 Inch Thickened Edge) shall be used to finish the wall, as shown on plans. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of Section 501 of the WisDOT Standard Specifications.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer in accordance with ASTM C1372. Blocks must have a minimum depth (front face to back face) of 12 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is $1\frac{3}{4}$ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 Section 4.1 and 4.2. Modular blocks shall meet the following requirements.

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%)	ASTM C1262 ^[1]	
40 cycles, 5 of 5 samples		1.0 max. ^[2]
50 cycles, 4 of 5 samples		1.5 max. ^[2]

[1] Test shall be run using a 3% saline solution.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of certified blocks, furnish the engineer a certified test report from a WisDOT-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, the name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. The tests should have been conducted not more than 18 months prior to delivery. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports may be rejected and, if so shall be removed from the project at no expense to the City.

3.3. Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T_{al}) and nominal long-term connection strength, T_{alc} as discussed below.

Nominal Long-Term Design Strength (T_{al})

The wall supplier shall supply the nominal long-term design strength (T_{al}) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength (T_{ult}) by the factors RF_{ID} , RF_{CR} , RF_D .

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} \times RF_{CR} \times RF_D}$$

where:

T_{ult} = ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product

RF_{ID} = strength reduction factor to account for installation damage to the reinforcement. In no case shall RF_{ID} be less than 1.1.

RF_{CR} = strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall RF_{CR} be less than 1.2.

RF_D = strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall RF_D be less than 1.1.

Values for RF_{ID} , RF_{CR} , and RF_D shall be determined from product specific test results. Guidelines for determining RF_{ID} , RF_{CR} , and RF_D from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA –NHI-10-025 “Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes”.

Nominal Long-term Connection Strength T_{ac}

The nominal long term connection strength, T_{ac} , shall be based on laboratory geogrid connection tests between wall facing and geogrids. T_{ac} shall be as given below

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_D}$$

where:

T_{ac} = nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure

T_{ult} = ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product

CR_{cr} = long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.

RF_D = strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T_{ac} shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR_{cr} shall be determined in accordance with long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR_{cr} may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations in accordance with AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

3.4. Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be in accordance to Section 11.10.6.4.2 of the current *AASHTO LRFD Specifications*. The design life of steel soil reinforcements shall also comply with AASHTO LRFD.

3.5. Pins

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the geogrid in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

3.6 Backfill Materials

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in 501.2.5.4.4 of the WisDOT Standard Specifications. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall comply with the requirements for Grade 1 Granular Backfill as contained in 209.2.2 of the WisDOT Standard Specifications. All backfill placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the base of the leveling pad to the top of the final layer of all facing units shall be Wall Backfill, Type B.

Backfill within the reinforced zone shall meet the following requirements:

Test	Method	Value
pH	AASHTO T-289	4.5 – 9.0
Sulfate content ¹	AASHTO T-290	200 ppm max.

Chloride content ¹	AASHTO T-291	100 ppm max.
Electrical Resistivity ¹	AASHTO T-288	3000 ohm/cm min.
Angle of Internal Friction	AASHTO T-236	30 degrees min.
Organic Content ¹	AASHTO T-267	1.0% max.

^[1] Requirement does not apply to walls with non-metallic reinforcement.

Prior to placement of the backfill, obtain and furnish to the engineer certified report of test results that the backfill material complies with the requirements of this specification. When backfill characteristics and/or sources change, a certified report of tests must be provided for the new backfill material.

All other backfill materials required to finish the wall and restore the ground surface may be select material available on the project that meets the engineer's approval.

4. Concrete Masonry for Thickened Sidewalk

All concrete masonry for the cast-in-place Thickened Sidewalk capping the wall shall be in accordance with the dimensions and details shown on the plans and with Section 501 of the WisDOT Standard Specifications.

Protective surface treatment shall be applied to exposed concrete surfaces as shown on the plans or directed by the Engineer. This work shall be in accordance with WisDOT Standard Specifications.

5. Bar Steel Reinforcement

High strength bar steel reinforcement, both coated and un-coated, shall be furnished and installed in accordance with the plans and details and as provided herein. All bar steel shall be in accordance with the WisDOT Standard Specifications Section 505, regarding description, materials and construction.

6. Pipe Underdrain

Perforated 6-inch pipe underdrain shall be installed behind wall as shown on plans and details. Unperforated 6-inch underdrain shall be used to carry drainage to a suitable outfall location as directed by the Engineer. This work shall be in accordance with the WisDOT Standard Specifications Part 6, Section 612, regarding description, materials and construction.

Work under this bid item shall include connecting the underdrain to the storm sewer inlet indicated on the plans, including field coring into the inlet and connection via a KOR-N-SEAL BOOT.

CONSTRUCTION METHODS

1. General

Place the wall facing units in accordance with the manufacturer's instructions and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers in accordance with the manufacturer's directions.

All excavation for the Wall Modular Block Mechanically Stabilized Earth shall conform to Section 206 of the WisDOT Standard Specifications. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back face of the wall.

2. Backfill

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units. Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact wall backfill Type B as specified in 207.3.6 of the WisDOT Standard Specifications. Compact Wall Backfill Type B to 95.0% of maximum density as determined by AASHTO T-99, Method C. Perform compaction testing on the backfill. When performing nuclear testing, use a nuclear gauge from the department's approved list, ensure that the operator is a HTCP certified Nuclear Density Technician I, and conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 2 feet of vertical wall height, per 200 feet length of wall, or major portion thereof. A minimum of one test for every 2-foot layer of vertical wall height is required. Test sites shall be selected using ASTM Method D3665. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the City, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

3. Soil Reinforcement

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

4. Geogrid Layers

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taut and hold in position with pins, stakes or other methods approved by the engineer.

5. Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

6. Geotechnical Information

No soil borings are available at this location.

Wall designer shall provide any recommendations for testing or removal of material below the bottom of leveling pad.

After completion of wall excavation, notify the City and allow 2 days for the Construction Engineer to review the foundation.

MEASUREMENT

The City will measure Wall Modular Block Mechanically Stabilized Earth in area by the square foot of face on a vertical plane between the top of the leveling pad as shown in the contract plans and the top of wall INCLUDING wall cap where thickened sidewalk is not present above wall but NOT INCLUDING height of thickened sidewalk where present above wall. Unless ordered by the engineer, wall area constructed above or below these limits will not be measured for payment.

PAYMENT

The City will pay for the measured quantities at the contract unit price per square foot for Mechanically Stabilized Modular Block Wall. Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap where thickened sidewalk not present, leveling pad; constructing the retaining system and wall drainage systems including connection of the underdrain to the storm sewer inlet via a KOR-N-SEAL BOOT; providing backfill, backfilling and compacting, and performing compaction testing; and for furnishing all tools, labor, equipment, and incidentals necessary to complete the contract work.

Railings, and other items above the wall cap including 5 Inch Concrete Sidewalk with 9 Inch Thickened Edge will be paid for separately. Any required topsoil, seeding or matting will be paid for separately under the appropriate bid items.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE
ASSESSMENT DISTRICT - 2014
CONTRACT NO. 7235**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2014 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ through _____ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (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: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE ASSESSMENT DISTRICT - 2014 CONTRACT NO. 7235

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

Disclosure of Ownership

<p>Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.</p>			
<p>(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.</p> <p>(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.</p> <p>(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.</p> <p>(A) The contractor, or a shareholder, officer or partner of the contractor: (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations. (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.</p> <p>(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.</p>			
Other Construction Business			
Not Applicable <input type="checkbox"/>			
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.			
Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

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

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

**PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE
ASSESSMENT DISTRICT - 2014
CONTRACT NO. 7235**

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE ASSESSMENT DISTRICT - 2014 CONTRACT NO. 7235

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

Date

By:

Name of Surety

By:

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License 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

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 Fourteen 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:

PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE ASSESSMENT DISTRICT - 2014 CONTRACT NO. 7235

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. **Wage Rates for Employees of Public Works Contractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

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

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

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

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

Articles of Agreement
Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor 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.)

**PACKERS AVENUE SIDEWALK AT LAKELAND COLLEGE
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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
Witness	Date
Witness	Date

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

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:

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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 License No. _____ for the year 20_____, 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

SECTION J: PREVAILING WAGE RATES

NOT APPLICABLE