

BID OF _____

2014

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BRITTINGHAM PARK PAVING IMPROVEMENTS

CONTRACT NO. 7325

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>

**BRITTINGHAM PARK PAVING IMPROVEMENTS
CONTRACT NO. 7325**

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This Proposal, and Agreement have
been prepared by:

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


Eric Knepp - Interim Parks Superintendent

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:	BRITTINGHAM PARK PAVING IMPROVEMENTS
CONTRACT NO.:	7325
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	07/03/14
BID SUBMISSION (1:00 P.M.)	07/11/14
BID OPEN (1:30 P.M.)	07/11/14
PUBLISHED IN WSJ	06/27/14 & 07/03/14

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/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

**BRITTINGHAM PARK PAVING IMPROVEMENTS
CONTRACT NO. 7325**

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).

SECTION 103.2: AWARD OF CONTRACT

The bid proposal contains one bid alternate. The alternate bid item may be considered in the award of the bid, based upon project budget. The City reserves the right to award the Contract to the lowest, responsible bidder, based on the Base Bid or a combination of the Base Bid plus bid alternate. The Contractor must complete both the Base Bid and the Alternate to be considered a responsive bidder.

SECTION 104 SCOPE OF WORK

This project consists of installation of new standard concrete walks, integral color and textured concrete walks, benches, landscape boulders, engineered soil planting beds, and asphalt paving.

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

SECTION 105.1: AUTHORITY OF THE ENGINEER

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

rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

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

SECTION 105.12: COOPERATION OF THE CONTRACTOR

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

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

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

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

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

SECTION 105.9 SURVEYS, POINTS, AND INSTRUCTION

The City of Madison Parks Division will be responsible for setting all lines and/or grades required to complete the work for the Brittingham Park Paving Improvements. Any questions regarding the layout/staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at 266-6674. Contractor shall provide Dan Rodman 48 hours notice for any survey work mobilization.

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 shall 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 Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times unless otherwise required.

Contractor shall supply and maintain construction barricades to alert bicycle/pedestrian traffic of the work area for the duration of the project. The cost of supplying and maintaining the barricades is part of Bid Item 10701 Traffic Control.

Southwest Bike Path barricade placement shall include, but not be limited to:

1. One, MUTCD Type 2 barricade 40 ft. north of the work.
2. One, MUTCD Type 2 barricade 40 ft. south of the North Shore Drive crossing.

The MUTCD Type 2 barricades shall have a MUTCD compliant 'CONSTRUCTION WORK AHEAD', 30" x 30" sign panel securely mounted to them. The signs shall be placed perpendicular to the path of travel and face on-coming pedestrian and bicycle traffic. Barricade mounted signs shall not encroach on the width of the bicycle/pedestrian path.

The Contractor shall minimize disruption to path traffic during construction operations. Path work shall be consolidated to the shortest timeframe possible. Contractor shall provide an alternate route around construction operations as necessary to maintain public access along the Southwest Bike Path.

Contact Thomas Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

SECTION 107.13 TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are not applicable to this project except as noted below.

The intent of these designs is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans.

107.13(e) Terrace Restoration

It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor

shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Protection of these trees shall be paid under Bid Item 10800 – Root Cutting.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

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

SECTION 108.2: PERMITS

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

1. City of Madison Erosion Control Permit (EC Permit).
2. Wisconsin Department of Transportation Right-of-Way Permit

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

The Contractor shall meet the conditions of the permits including properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Engineer or his designees. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

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

SECTION 109.2 PROSECUTION OF THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

The Contractor shall be aware there are site access restrictions that affect the prosecution of work for a portion of the project. Some project work occurs on WisDOT property and the City of Madison is currently applying for a right-of-way improvement permit. **The Contractor shall not commence construction operations on WisDOT property until written approval is provided by the City of Madison.** It is anticipated the necessary approvals will be secured by 04/27/15.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. **The Contractor shall limit workdays from 7:00 am to 4:00 pm, Monday - Friday, unless approved by the Engineer in writing.**

SECTION 109.7: TIME OF COMPLETION

Work on the Brittingham Park Paving Improvements project shall be completed by **07/31/2015**.

BID ITEM 10701 – TRAFFIC CONTROL

DESCRIPTION

Work under this item shall be bid per Section 107.7 MAINTENANCE OF TRAFFIC per this contract.

METHOD OF MEASUREMENT

Traffic control shall be measured lump sum.

BASIS OF PAYMENT

Traffic control shall be paid at the total completion of project as determined by the Engineer. This item shall not be paid in full if at any time the Contractor fails to properly erect, maintain and coordinate traffic control per Section 107.7 MAINTENANCE OF TRAFFIC.

BID ITEM 10911 - MOBILIZATION

DESCRIPTION

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

Parking of equipment, storage of materials, and staging shall be allowed within project limits, per Section 107.7 MAINTENANCE OF TRAFFIC and as shown on plans.

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

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

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

METHOD OF MEASUREMENT

Mobilization shall be paid as a lump sum.

BASIS OF PAYMENT

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

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials, excluding four (4) inches of stripped existing topsoil in areas shown in the plans. Excavation cut shall be in accordance with Article 201 of the City of Madison Standard Specifications for Public Works Contracts.

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

quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

The proposal quantity was computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of four (4) inches of existing topsoil and the placement of six (6) inches of proposed topsoil.

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20221 - TOPSOIL

DESCRIPTION

This item shall include all necessary work, labor and incidentals required to distribute and dispose of topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the City of Madison Standard Specifications for Public Works Construction.

Stripped topsoil can be stockpiled on site within the construction fence boundary.

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

Contractor to note - the Engineer is to be called to inspect and approve the finish grade prior to seeding and mulching.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of four (4) inches of existing topsoil and the placement of six (6) inches of proposed topsoil.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 20701 – TERRACE SEEDING

DESCRIPTION

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

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

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 21013 – STREET SWEEPING

DESCRIPTION

Work under this item shall include the street sweeping of the entrances and exits from the project onto adjacent streets when they are affected by construction activities. Street sweeping shall be completed as directed by the Engineer and shall remove all loose material to the satisfaction of the Engineer. It is expected that sweeping may be required on a daily basis depending on the hauling methods utilized by the Contractor.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 21024 - SILT SOCK (12 INCH) - COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install, maintain and remove silt sock at locations shown on the plans and around any subsoil/topsoil staging piles and to install, maintain and remove additional undistributed silt sock as a precautionary measure to address emergency erosion control. The proposal quantities include an additional 200 linear feet of undistributed silt sock. It is probable that the additional linear feet of undistributed silt sock will be reduced or eliminated from the proposal quantities.

METHOD OF MEASUREMENT

Silt Sock (12 inch) – Complete, shall be measured by linear foot for the completed work as described above.

BASIS OF PAYMENT

Silt Sock (12 inch) – Complete, shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 21063 - EROSION MATTING, CLASS 1 URBAN TYPE A - ORGANIC

DESCRIPTION

Work under this bid item shall include installation of Erosion Matting, Class I Urban Type A - Organic at locations identified on plans.

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

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

Photobiodegradable matting is not allowed.

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 30301 - CONCRETE 5-INCH SIDEWALK

DESCRIPTION

Work under this item shall include all work, materials, labor, and incidentals required to install new 5" thick concrete sidewalk and the installation of 6" of gravel base, where shown on the plans.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

DESCRIPTION

Work under this bid item shall include provision and installation of 6 inches of Crushed Aggregate Base Course Gradation No. 2 for concrete sidewalk construction and 9 inches of Crushed Aggregate Base Course Gradation No. 2 for asphalt path construction.

All aggregate base course shall extend 6 inches beyond the proposed pavement edge and shall have 3 inches of topsoil and terrace seed over the extended gravel base to be paid for under BID ITEM 20221 – TOPSOIL and 20701 – TERRACE SEEDING for all paved paths.

The Contractor shall contact City of Madison Surveyor Dan Rodman at 209-7012 at least 48 hours prior to proof subgrade elevations prior to paving.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

DESCRIPTION

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

METHOD OF MEASUREMENT

3 Inch Depth HMA Pavement Type E-0.3 shall be measured by the ton as listed on the proposal page.

BASIS OF PAYMENT

3 Inch Depth HMA Pavement Type E-0.3 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Unless there is a substantial change directed by the Engineer, no payment shall be given for changes in quantities listed in proposal. For purposes of this item, "substantial" shall mean changes over 20% of the estimated quantity.

BID ITEM 40321 - UNDERCUT

DESCRIPTION

Work under this item shall include all equipment, labor and incidentals necessary to undercut areas of path according to Section 403.4 of the Standard Specifications for Public Works Construction. Areas needed to be undercut shall be determined by the Engineer after the final test rolling is done and before paving. The cost per SY for undercut (Bid Item 40321), includes the removal, trucking and disposal of the

undercut material. All undercut material is to be disposed of offsite, in a location to be determined and provided by the contractor, at no extra charge to the City.

The filling of undercut areas with pulverized material or breaker run as described in Section 403.4 of the Standard Specifications for Public Works Construction is incidental to this item.

The test rolling is included as a part of Bid Item 20101 Excavation Cut.

METHOD OF MEASUREMENT

Undercut shall be measured in the field per square yard.

BASIS OF PAYMENT

Undercut, as measured above, shall be full compensation for all labor, equipment and incidentals necessary to complete the work as described above. **If no Undercut is necessary, no compensation for this bid item shall be assessed.**

BID ITEM 90001 - CONSTRUCTION FENCING (PLASTIC)

DESCRIPTION

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 - BENCH INSTALLATION

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to assemble and install the CityView Bench by SITESCAPES, Inc., model CV1-1010-DF-Backed Bench, cast ends, six foot length, surface mounted at the locations specified on the plans. Benches shall be installed centered on the designated concrete pad with the bench's back aligned with the edge of concrete. No portion of the bench shall extend beyond the edge of concrete. All handling and installation shall be according to manufacturer's specifications. The complete installation specifications shall be included in the shipment of equipment from the vendor.

All benches shall be purchased by the City of Madison and ordered for delivery from the bench vendor to the City's pre-determined receiving location. The benches shall be available at the City of Madison Goodman Maintenance Facility, 1402 Wingra Creek Parkway. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed.

METHOD OF MEASUREMENT

Bench Installation shall be measured per each individual installed bench.

BASIS OF PAYMENT

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

BID ITEM – 90003 ENGINEERED SOIL WITH BARK MULCH

DESCRIPTION

This work shall include all material, labor and equipment necessary to remove existing soil within the area identified for plantings to a depth of eighteen (18) inches and replace with eighteen (18) inches of engineered soil. The composition of the engineered soil is 30% topsoil, 40% organic matter and 30% sand. The amended areas shall receive 3-4" of new shredded hardwood bark mulch.

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

Excavated material deemed unusable shall be disposed of at a suitable location determined by the Contractor at no additional cost.

METHOD OF MEASUREMENT

Engineered Soil With Bark Mulch shall be measured in square yards as listed in the proposal page.

BASIS OF PAYMENT

Engineered Soil With Bark Mulch shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. No payment shall be given for changes in quantities listed in proposal page.

BID ITEM 90004 – LANDSCAPE BOULDER PLACEMENT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to place landscape boulders at the locations shown on the plans (see Sheet 3.1).

All landscape boulders shall be provided by the City of Madison. The Contractor shall provide equipment and labor for loading, trucking and off-loading as needed.

METHOD OF MEASUREMENT

Landscape Boulder Placement shall be measured per each individual installed boulder.

BASIS OF PAYMENT

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

BID ITEM 90005 – ADJUST SAS SPECIAL

DESCRIPTION

Work under this item shall include adjusting Sanitary Sewer Access Structure castings as called for on the plan set to the final proposed grades. This bid item is required because the casting adjustment would result in greater than the allowed 9" of vertical adjustment to set the casting to the final grade, or not enough adjustment was available in the existing structure.

The sewer access structure being called for adjustment (SAS 4954-016) is a 5x5 square poured in place manhole and the structure currently has 24" of brick adjustment. The structure has a flat top roof that the brick adjustment rests upon. This sewer access structure is located over a City 36" diameter sanitary sewer main. Installation of adjustment rings on top of the existing brick adjustment will not be allowed.

Contractor shall remove all brick adjustment and shall install a 4' diameter barrel section(s) on top of the poured in place structure. Trowelable mastic shall be placed on the poured in place manhole rooftop and pour a concrete collar around where the barrel section connects to the existing manhole roof. The precast barrel section shall be centered over the casting opening. If the existing casting is offset, the rooftop shall be sawcut to create an opening centering the barrel section of the manhole structure.

Precast concrete barrel sections and manhole adjustment rings shall meet the requirements of Article 507.3, as well as SDD 5.7.2 and 5.7.15 of the City of Madison Standard Specifications for Public Works Construction – Latest Edition. The City's standard frame and cover (SDD 5.7.16) shall be supplied and installed with this special provision.

Adjust SAS Special shall be completed in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction – Latest Edition. This bid item will require adjustment rings to be removed and concrete barrel sections to be removed and reinstalled. The maximum allowed adjustment on the Sewer Access Structure shall not exceed 9 inches and the final configuration of the structure shall be in accordance of SDD 5.7.2 and 5.7.15 of the City of Madison Standard Specifications for Public Works Construction – Latest Edition.

Sawcutting the existing poured in place manhole roof, installing mastic and concrete collars shall all be considered incidental to this bid item. Changing of barrel sections and adjustment rings as needed to attain the proper final grade shall also be considered incidental to this bid item

Castings remove shall be delivered by the contractor to City Engineering's Service Building (1602 Emil Street).

This Sewer Access Structure adjustment work will need to be inspected by the City Construction Engineer. Contactor shall contact the construction engineer, John Fahrney, 266-9091 24 hours in advance of doing the work to arrange for inspection.. If there are any questions regarding this special provision, contact Mark Moder of City Engineering at 261-9250, mmoder@cityofmadison.com.

METHOD OF MEASUREMENT

This item shall be measured as a completed unit, which shall include all materials, equipment, labor, and incidentals necessary to complete the work in accordance with the description.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid for at the contract price bid for each sanitary Sewer Access Structure satisfactorily adjusted in accordance with Article 507 of the City of Madison Standard Specifications for Public Works Construction – Latest Edition.

BID ITEM 90006 ADD ALTERNATE A - INTEGRAL COLOR WITH TEXTURE FOR SIDEWALK

DESCRIPTION

Add Alternate A work includes the addition of integral color and surface texture to the concrete sidewalk areas shown on the plans. This work shall be in accordance with the requirements of Part III of the Standard Specifications, except as herein after amended.

The base bid condition for Add Alternate A is Bid Item 30301, Concrete 5-Inch Sidewalk. The quantity for Bid Item 30301 includes all sidewalk shown; Add Alternate A is to integrally color and provided surface texture to the sidewalk areas as identified on the plans.

MATERIALS

The concrete mix design shall be the same as the bid item "Concrete 5-Inch Sidewalk", except as follows:

Concrete designated as colored in the plans and specifications shall contain the proper proportion of approved admixture for Color-Conditioned Concrete in the color as selected by the City. Basis of design is Davis Colors (800-356-4848, www.daviscolors.com), color: DAVIS COLORS 61078 @ 6 lbs. per 94 lb. Bag of Gray Type II Cement. The color conditioning admixture shall be integral through the full depth of the concrete, and shall be a single-component, colored, water-reducing, set-controlling admixture, factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix. Product shall comply with ASTM C 494.

Curing compound shall comply with ASTM C309, Type 1, class A.

Submit the concrete design mix, the manufacturer's complete technical data sheets for the colored admixture and curing compound, and a color sample to the Engineer for review.

CONSTRUCTION

Mockup. At location on Project site selected by Engineer and a minimum of 28 days prior to commencement of the work, place and finish 10 feet by 10 feet, divided by control joints into 4 equal panels. For accurate color, the quantity of concrete mixed to produce the sample should not be less than 3 cubic yards (or not less than 1/3 the capacity of the mixing drum on the ready-mix truck) and should always be in full cubic yard increments. Excess material shall be discarded according to local regulations. Construct mockup using processes and techniques intended for use on permanent work, including curing

procedures. Include samples of control, construction, and expansion joints in sample panels. Mockup shall be produced by the individual workers who will perform the work for the Project.

Work shall not commence until a mockup of acceptable workmanship has been approved by the Engineer; only one mockup shall be included for payment. Accepted mockup provides visual standard for work, and shall remain through completion of work for use as a quality standard for finished concrete. Retain samples of cements, sands, aggregates and color additives used in mockup for comparison with materials used in remaining work. Remove mockup when directed by Engineer.

Placing and Finishing Concrete. The Placing and Finishing Concrete shall conform to Article 303.2, except as follows:

Applied surface texture: Custom finish compost material shall be provided by the City. Contact the Engineer at least 14 days in advance of installation. The Contractor shall place 4" of compost over the concrete while still impressionable, evenly distributed and separated. Any pieces of compost greater than 3" in any one direction shall be removed. Lightly roll the compost in place to provide impressions that are a maximum of ¼" in depth, and keep in place during the curing period. After curing, Contractor shall remove compost and wash all compost from path.

METHOD OF MEASUREMENT

Add Alternate A - Integral Color with Texture for Sidewalk, shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

Add Alternate A - Integral Color with Texture for Sidewalk, measured as stated above, is full compensation for providing all materials, including, joint fillers, joint sealers, and expansion joints; for preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT
BRITTINGHAM PARK PAVING IMPROVEMENTS
CONTRACT NO. 7325

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

BRITTINGHAM PARK PAVING IMPROVEMENTS CONTRACT NO. 7325

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
<p>I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.</p>			
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)

**BRITTINGHAM PARK PAVING IMPROVEMENTS
CONTRACT NO. 7325**

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:

BRITTINGHAM PARK PAVING IMPROVEMENTS CONTRACT NO. 7325

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:

BRITTINGHAM PARK PAVING IMPROVEMENTS CONTRACT NO. 7325

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.)

**BRITTINGHAM PARK PAVING IMPROVEMENTS
CONTRACT NO. 7325**

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

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
Witness	Date
Witness	Date

	Secretary

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

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