

BID OF _____

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7846

MUNIS NO. 11438

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>

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: gy

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:	WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7846
SBE GOAL	5%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	FEBRUARY 10, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 10, 2017
BID SUBMISSION (1:00 P.M.)	FEBRUARY 17, 2017
BID OPEN (1:30 P.M.)	FEBRUARY 17, 2017
PUBLISHED IN WSJ	FEBRUARY 3 & FEBRUARY 10, 2017

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDir.cfm.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7846

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 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 - SCOPE OF WORK

The proposed project will construct new segments of Watts Road and Harvest Moon Lane within the 1000 Oaks plat on the south west side of the City of Madison. The limits for the work to be done are on Watts Road from the west plat line of the 1000 Oaks Plat to South Point Road and on Harvest Moon Lane from Watts Road to South Point Road. The work on Watts Road and Harvest Moon Lane includes approximately 3200 linear feet of new street and utility construction. The project also includes approximately 1200 linear feet of pavement widening and intersection improvements on South Point Road and approximately 1500 linear feet of new sidewalk construction along the west side of South Point Road.

The work under this contract shall include but not be limited to installation of sanitary sewer, water main, storm sewer, grading, base preparation, curb and gutter, asphalt pavement, drive aprons, new sidewalk construction, topsoil placement, seeding and restoration.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field at the time of construction. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

Access to Adjacent Properties

Access to all properties must be maintained per Article 107 of the Standard Specifications. The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all

properties in the project area. The widening of South Point Road at the Watts Road intersection will affect the driveways to the property at 3600 South Point Road. Maintain access to this property by performing the work in front of the driveways one at a time, while maintaining access to the other driveway.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. The Contractor shall use care around all utilities to remain. All costs to protect existing pipe and structures shall be incidental to construction. If storm sewer pipe or structures that are to remain are removed and replaced to complete portions of the work under this contract, all storm sewer work shall be included in the unit price for associated work. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed. All private storm sewer discharges shall be maintained for all properties in the project area.

Coordination with Adjacent Development Projects

Private development of adjacent properties will be ongoing throughout the duration of this proposed project. The Contractor shall note that access to adjacent properties by others for private development work shall be maintained and work shall be coordinated so as to allow Developers access to adjacent properties for completion of the private work. The Contractor shall coordinate all work with the Developers.

The Developer of the 1000 Oaks Plat will complete rough grading to subgrade elevation of Watts Road and the streets within the plat lying south of Watts Road, prior to the start of this Contract (work by others). Harvest Moon Lane from Watts Road to South Point Road will not be graded by the Developer. All excavation and fill work required to construct Harvest Moon Lane to the line and grades shown in the plans is included in this contract. The Developer estimates that the grading of their site (including Watts Road) will be completed by approximately May 1, 2017. Coordinate with the Developer to determine the date that the rough grading of the site will be completed. Do not begin work on Watts Road until the Developer has completed rough grading of the plat. If the rough grading of the plat by others is not completed by May 1, 2017, coordinate with the Developer to determine when the grading work will be completed and determine a mutually acceptable start date for this Contract.

The Developer's contact to coordinate the work is:

Dan Day, P.E
D'Onofrio Kottke and Associates
Phone: (608) 833-7530
Email: dday@donofrio.cc

Private Development of the property located at 604 South Point Road will also be ongoing throughout the duration of this contract. Proposed sewer laterals, water services and driveway aprons necessary to serve this Development are shown in the plans. Coordinate the work as shown in the plans with work by others on the adjacent property.

The Developer's contact to coordinate this work is:

Owner
McKenzie Apartment Company
Jack McKenzie
(608) 438-3131

Engineer
Joe Doyle
Vierbicher
Phone: (608) 821-3945
Email: jdoyle@vierbicher.com

Coordination with Private Utilities

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. It is also expected that private utility companies will need to install new facilities within the right of way during construction of the project. For work that will take place during construction, time has been allotted in the total duration of this contract as described in the Prosecution of Work to allow for construction of private utilities.

Madison Gas & Electric (Gas)

MG&E will be installing new gas main and services within the project limits. New gas main will be installed on an easement within the 1000 Oaks plat. It is expected that this work will take place during construction. Contact Shaun Enders, (608) 252-7224 or senders@mge.com with questions regarding construction of new gas main.

Alliant Energy (Electric)

Two Alliant Energy utility poles along South Point Road will be relocated to avoid conflicts with the new Harvest Moon Lane intersection and sidewalk construction along South Point Road. Alliant Energy will also be installing new electric facilities within the project limits. New electric facilities will be installed on an easement within the 1000 Oaks plat. It is expected that this work will take place during construction. Contact Denise Gevelinger, (608) 845-1129 or denisegevelinger@alliantenergy.com with questions regarding construction of new electric facilities.

TDS Telecom

There are two TDS Telecom pedestals that need to be adjusted for sidewalk construction on the west side of South Point Road. It is anticipated that these pedestals will be adjusted prior to work beginning on this Contract. TDS Telecom will also be constructing new facilities within the project limits. TDS is planning to construct facilities joint with Alliant throughout the project. It is expected that the construction of new facilities will take place during construction. Contact Jerry Myres, (608) 664-4404 or jerry.myers@tdstelecom.com to coordinate work with TDS.

Charter Communications

There are no anticipated conflicts with Charter Communications facilities. Contact Brandon Storm; office (608) 274-3822 ext. 6642, cell (608) 444-9493 to coordinate work with Charter Communications.

No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading 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.

A traffic control plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan except as noted below. Submit all traffic control change requests to the construction engineer at least 3 working days prior to an actual traffic control change. A request does not constitute approval.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

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".

Watts Road

Watts Road may be closed to traffic, at the project limits, for the duration of the project.

Harvest Moon Lane

Watts Road may be closed to traffic, at the project limits, for the duration of the project.

South Point Road

One lane in each direction on South Point Road shall be maintained at all times except during off peak times when absolutely necessary to close a lane for utility construction. Use flaggers to maintain two-way traffic when necessary. No lane closures or flagging operations shall be done during the hours of 7:00am to 8:30am or 4:00pm to 5:30pm. . When work may interfere with a bike lane the contractor may close the bike lane (per SDD 6.30) to facilitate construction. A bike detour will not be required. When constructing the new median island and new pavement east of Watts Rd the contractor shall follow the traffic control plan sheet TC-1. No lanes closures or flagging operations shall be done during the hours of 7:00am to 8:30am or 4:00pm to 5:30pm.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. One portable changeable message board will be required for each direction of traffic on South Point Rd. Contractor shall locate the portable changeable message boards as directed by the Engineer.

The Contractor shall not remove traffic signs. For removal or replacement 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 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

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, (1) working day prior to placement of the plates.

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.

Contact Mark Winter City of Madison Traffic Engineering at 266-6543 for questions on this spec.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement 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 one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10: OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit.

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 or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **MAY 1, 2017**. The total time of completion of the contract shall be **ONE HUNDRED THIRTEEN (113)** calendar days.

Work shall begin only after the start work letter is received. If it is desirable to begin work before or after the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

The total contract time provides a total of 14 calendar days for private utilities to complete work installing new facilities in the Watts Road and Harvest Moon Lane right of ways. No time extensions will be given for coordinating with private utilities and for providing time and space for the private utilities to complete their work within the contract duration.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

BID ITEM 20201 – EXCAVATION CUT

DESCRIPTION

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction and as here in modified.

CONSTRUCTION

Comply with Article 201 of the Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Bid Item EXCAVATION CUT shall be measured as a plan quantity by the cubic yard in place. An estimated plan quantity is included in the plans and proposal items. The estimated plan quantity for EXCAVATION CUT is based on completion of rough grading of Watts Road by others, prior to the start of work on this Contract. The estimated quantity for EXCAVATION CUT includes all excavation quantities as shown in the plans for Harvest Moon Lane and South Point Road. After completion of rough grading of Watts Road by others and prior to work commencing on this Contract, the Engineer will survey the grading work by others and use that survey to calculate the actual plan quantity of EXCAVATION CUT required by this Contract.

BASIS OF PAYMENT

Bid Item EXCAVATION CUT shall be paid at the contract price, as a plan quantity by the Cubic Yard, measured and calculated as described above, which shall be full compensation for all labor and materials related to the work.

BID ITEM 20202 – FILL BORROW

DESCRIPTION

All work under this item shall be in accordance with Article 202 of the Standard Specifications for Public Works Construction and as here in modified.

CONSTRUCTION

Comply with Article 202 of the Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Bid Item FILL BORROW shall be measured as a plan quantity by the cubic yard in place. An estimated plan quantity is included in the plans and proposal items. The estimated plan quantity for FILL BORROW is based on completion of rough grading of Watts Road by others, prior to the start of work on this Contract. The estimated quantity for FILL BORROW includes all fill quantities as shown in the plans for Harvest Moon Lane and South Point Road. After completion of rough grading of Watts Road by others and prior to work commencing on this Contract, the Engineer will survey the grading work by others and use that survey to calculate the actual plan quantity of FILL BORROW required by this Contract.

BASIS OF PAYMENT

Bid Item FILL BORROW shall be paid at the contract price, as a plan quantity, by the Cubic Yard, measured and calculated as described above, which shall be full compensation for all labor and materials related to the work.

BID ITEM 20233 – RIPRAP FILTER FABRIC, TYPE HR

Riprap filter fabric shall be used per specifications herein for the 8'x4' box culvert installation.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 21002 – EROSION CONTROL INSPECTION

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

BID ITEM 21025 – SILT SOCK (12 INCH) - COMPLETE

BID ITEM 21026 – SILT SOCK (12 INCH) – REMOVE & RESTORE

Silt sock shall be used to protect inflow apron endwalls. Additional silt sock shall be used as needed for ditch checks.

BID ITEM 21064 – EROSION MATTING, CLASS I, URBAN TYPE B

Erosion Matting, Class I, Urban Type B matting shall be used on the side slopes of the new endwall and in the bottom of the proposed greenway.

ARTICLE 401 CRUSHED AGGREGATE BASE COURSE

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

ARTICLE 500 SEWERS AND SEWER STRUCTURES

The storm and sanitary sewer designer for this project is Elia E. Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 173 lineal feet of 8'x4' concrete box and approximately 3,284 feet of additional new storm sewer of various sizes ranging from 12" RCP to 42" RCP at locations shown on the plan and in accordance with these specifications.

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

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

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

SANITARY SEWER GENERAL

This project consists of the installation of 1480 LF of 8" diameter ASTM D3034 SDR-26 main and lateral, and 1921 LF of 15" diameter ASTM D3034 SDR-26, and 1026 LF of sanitary lateral. All new sanitary sewer will be ASTM D3034 SDR-26 pipe. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054 (see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new lateral and main connections shall be factory cored and shall be included in the price of the sewer access structure (BID ITEM 50701).

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

Lateral wyes are to be included with the price of the sewer main.

Any utility tunneling required shall be considered incidental to the pipe being installed.

Castings on existing structures that are either adjusted or the structure is removed shall have the sewer access structure casting delivered to 1600 Emil St. Incidental to the casting adjustment or removal of the sewer access structure.

BID ITEM 50202 - TYPE II DEWATERING

Groundwater Control

Groundwater is expected to be encountered during excavation for the sanitary sewer. The Contractor shall be responsible for managing both groundwater and surface water throughout the construction site. This shall include management of contaminated groundwater if encountered.

The Contractor shall manage storm water and groundwater in accordance with WDNR permits and regulations. If high-capacity dewatering, or Type II Dewatering, is required, the Contractor shall be responsible for obtaining the necessary WDNR permits. Payment for work, equipment, materials, and incidentals necessary to manage Type I Dewatering shall be considered incidental to the construction activity being performed at the time (i.e. sanitary sewer installation, water main installation, etc.). This shall include the appropriate management of any contaminated groundwater. Payment for work, equipment, materials, and incidentals necessary to manage Type II Dewatering shall be included in this item. This shall include the appropriate management of any contaminated groundwater.

The contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. Prepare a dewatering plan and submit it to the engineer for review and approval prior to starting dewatering operations. The plan shall include a description of the proposed dewatering methods and maps or drawings indicating the location of the dewatering facilities and points of surface discharge of the water.

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

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

Review and approval of the dewatering plan does not relieve the contractor of the dewatering requirements stated in these specifications. The engineer assumes no liability for the performance or safety of the dewatering system.

The contractor shall comply with all local ordinances and state statutes for the disposal of water from dewatering operations. Further, it is the contractor's responsibility to contact the Wisconsin Department of Natural Resources Private Water Supply Section prior to construction for dewatering discharge requirements and permits and to comply with all conditions of the Department of Natural Resources. In accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits are required for all groundwater control wells that singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The contact for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
Box 7921
Madison, Wisconsin 53707
608.261.6421
<http://dnr.wi.gov/topic/Wells/dewatering.html>

The contractor shall file a copy of the permit with the owner 48 hours prior to commencement of any dewatering.

Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

BID ITEM 50353 - SANITARY SEWER LATERAL

Payment length for laterals shall be from the lateral stub to the center of the sewer main or manhole center. Lateral wye connections are included in the price of the sewer main.

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City

providing the Contractor with the required number of electronic markers. For sanitary laterals which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

SECTION 504.2(I) JOINT TIES

Joint ties shall be installed on any pipe run having an installation slope greater than 10% grade that is constructed with type I or type II pipe. Ties shall be installed at the endwall joint and sufficient joints so that a minimum of 25' of pipe length is tied regardless of pipe type.

Joint ties shall consist of external sealing bands. Bands shall be Mac Wrap External Joint Collars or MarMac Dissimilar Pipe Couplers as manufactured by Mar-Mac Manufacturing Company, Inc., or approved equal. Joint collar shall be installed per manufacturer's recommendations.

BID ITEM 50501 –8' X 4' ASTM - C-1433 BOX CULVERT- INSTALLATION

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 8' x 4' box culvert as shown on the plan set, and as detailed here. This includes all bends, joint material, bedding and backfill as described. The box shall meet ASTM C-1433 Table #1 for HS-20 loading. The box shall be manufactured, provided and installed with the appropriate amount of reinforcing steel based on the depth of cover provided along the profile of the box. If the box steel is varied along the length of box installation the Manufacturer and the Contractor shall provide a plan to the Construction Engineer to assure that the appropriate box sections are installed in the correct locations along the box run.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for backfill of the trench.

The Contractor shall be responsible for coordinating delivery of the box, unloading and other incidentals associated with the installation.

All necessary shoring and protection of existing utilities is included in the price of the box culvert installation.

The Contractor shall abide by the following guidelines when installing the box culvert:

- 1) The subgrade for the boxes shall have filter fabric (paid under **BID ITEM 20233 - RIPRAP FILTER FABRIC, TYPE HR**) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is included in the price of box culvert installation.
- 3) Those portions of the box culvert under the pavement structure backfill shall be in accord with SDD 5.2.1 & SDD 5.2.2. Provision and placement of backfill is included in the price of this bid item.
- 4) The joints of the box culverts shall be sealed with seal-tight across the inside bottom and up the entire length of the inside vertical walls. Sealwrap shall be placed across the outside top of the box and completely down the outside vertical sides of the box. Provision and installation of all joint material is included in the price of the box culvert.

METHOD OF MEASUREMENT

8'x4' ASTM – C-1433 Box Culvert - Installation shall be measured by the centerline lineal foot for box culvert provided and installed. Also included in measurement is any field pour or precast bends installed to follow the plan alignment.

BASIS OF PAYMENT

8'x4' ASTM – C-1433 Box Culvert - Installation, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 50502 – 8' X 4' ASTM - C-1433 BOX CULVERT- INLET GATE

DESCRIPTION

This item shall include fabricating and installing an outlet gate on the 8'x4' box culvert end. The gate shall be per City of Madison Standard Specification for Public Works Construction standard detail drawing 5.6.2.

METHOD OF MEASUREMENT

8'x4' ASTM – C-1433 Box Culvert – Inlet Gate shall be measured by each gate provided and installed.

BASIS OF PAYMENT

8'x4' ASTM – C-1433 Box Culvert - Inlet Gate, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 50503 – 8' X 4' ASTM - C-1433 BOX CULVERT- OUTLET GATE

DESCRIPTION

This item shall include fabricating and installing an outlet gate on the 8'x4' box culvert end. The gate shall be per City of Madison Standard Specification for Public Works Construction standard detail drawing 5.6.3.

METHOD OF MEASUREMENT

8'x4' ASTM – C-1433 Box Culvert – Outlet Gate shall be measured by each gate provided and installed.

BASIS OF PAYMENT

8'x4' ASTM – C-1433 Box Culvert - Outlet Gate, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 50801 - UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

SECTION 701

PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The main design Engineer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on Watts Road from the intersection at South Point Road to the west limits; and Harvest Moon Lane from the intersection of South Point Road to the intersection of Watts Road. A general outline of the work is as follows:

- Connect to existing water main stubs on South Point Road to extend new pipelines west on Harvest Moon Lane and Watts Road.
- Connect to existing water main stubs on the adjacent "1000 Oaks Phase 2" private development, if available. If stubs are not available at these points for connection, temporary hydrants shall be installed at these points instead.
- Install services where indicated, between 1-inch and 6-inches in size.

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

BID ITEM 90001 - MOUNTABLE CONCRETE CURB AND GUTTER, ROUNDABOUT

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to construct Mountable Concrete Curb and Gutter for the roundabout island located at the intersection of Watts Road and Harvest Moon Lane. The Mountable Concrete Curb and Gutter, Roundabout shall be constructed as shown in the plans and in accordance with Article 302 of the Standard Specifications for Public Works Construction.

CONSTRUCTION METHODS

The Mountable Concrete Curb and Gutter, Roundabout shall be constructed as shown in the plans and in accordance with Section 302.2 of the Standard Specifications for Public Works Construction. Eight inches of topsoil and seed shall be placed in the interior of the roundabout island.

METHOD OF MEASUREMENT

Mountable Concrete Curb and Gutter, Roundabout shall be measured as linear feet of concrete installed as measured along the flowline of the gutter for all completed and accepted work.

BASIS OF PAYMENT

Mountable Concrete Curb and Gutter shall be paid at the contract price per linear foot, which shall be full compensation for all work, materials, equipment, and incidentals to complete the work as described.

BID ITEM 90002 – 9-INCH CONCRETE PAVEMENT, COLORED

DESCRIPTION

This special provision describes providing and constructing integrally colored concrete pavement as shown in the plans and as hereinafter described. Construct 9-Inch Concrete Pavement, Colored in accordance with Part III – Concrete and Concrete Structures, of the Standard Specifications for Public Works Construction, and as shown in the plans, and as hereinafter provided.

MATERIALS

Integrally color concrete using non-fading pigments conforming to ASTM C979. Use Brickform liquid integral color LC 425, Autumn Brown as approved by the City of Madison or an approved equal. Add integral concrete colorant according to manufacturer's instructions. Provide a copy of those manufacturer instructions to the Engineer prior to providing the material's for construction. Furnish a liquid membrane forming clear curing compound conforming to ASTM C1315 and as recommended by the color manufacturer.

CONSTRUCTION

Construct 9-Inch Concrete Pavement, Colored in accordance with Part III – Concrete and Concrete Structures, of the Standard Specifications for Public Works Construction, as shown in the plans, and in accordance with color manufacturer's instructions. Note that pavement tie bars are incidental to Concrete Pavement, as shown in S.D.D. 3.10.

METHOD OF MEASUREMENT

The Engineer will measure 9-Inch Concrete Pavement, Colored by the square yard of surface area, acceptably completed.

BASIS OF PAYMENT

9-Inch Concrete Pavement, Colored shall be paid for at the contract price, which shall be full compensation for all labor, materials and incidentals related to the work.

BID ITEM 90030 – 5' X 10' CAST IN PLACE SAS

DESCRIPTION

Work under this item includes construction of a new 5' x 10' field poured sewer access structure, providing and installing two (2) castings (R-3067-7004-V), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 5' x 10' field poured structure shall have steel reinforcement and wall dimensions as described below:

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

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

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

METHOD OF MEASUREMENT

5' x 10' Cast in Place SAS shall be measured for payment as a single unit complete in place.

BASIS OF PAYMENT

5' x 10' Cast in Place SAS shall be paid for according to the lump sum price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90031 – REMOVE, SALVAGE, RELAY DRIVEWAY CULVERT

DESCRIPTION

This item shall include all work necessary to remove, salvage and relay the existing HDPE driveway culverts, including end walls on South Point Road. The contractor shall relocate the existing culverts to the locations shown on the plans. If the contractor damages or decides to replace the culverts in kind, the replacement pipe and end walls shall be paid under this item.

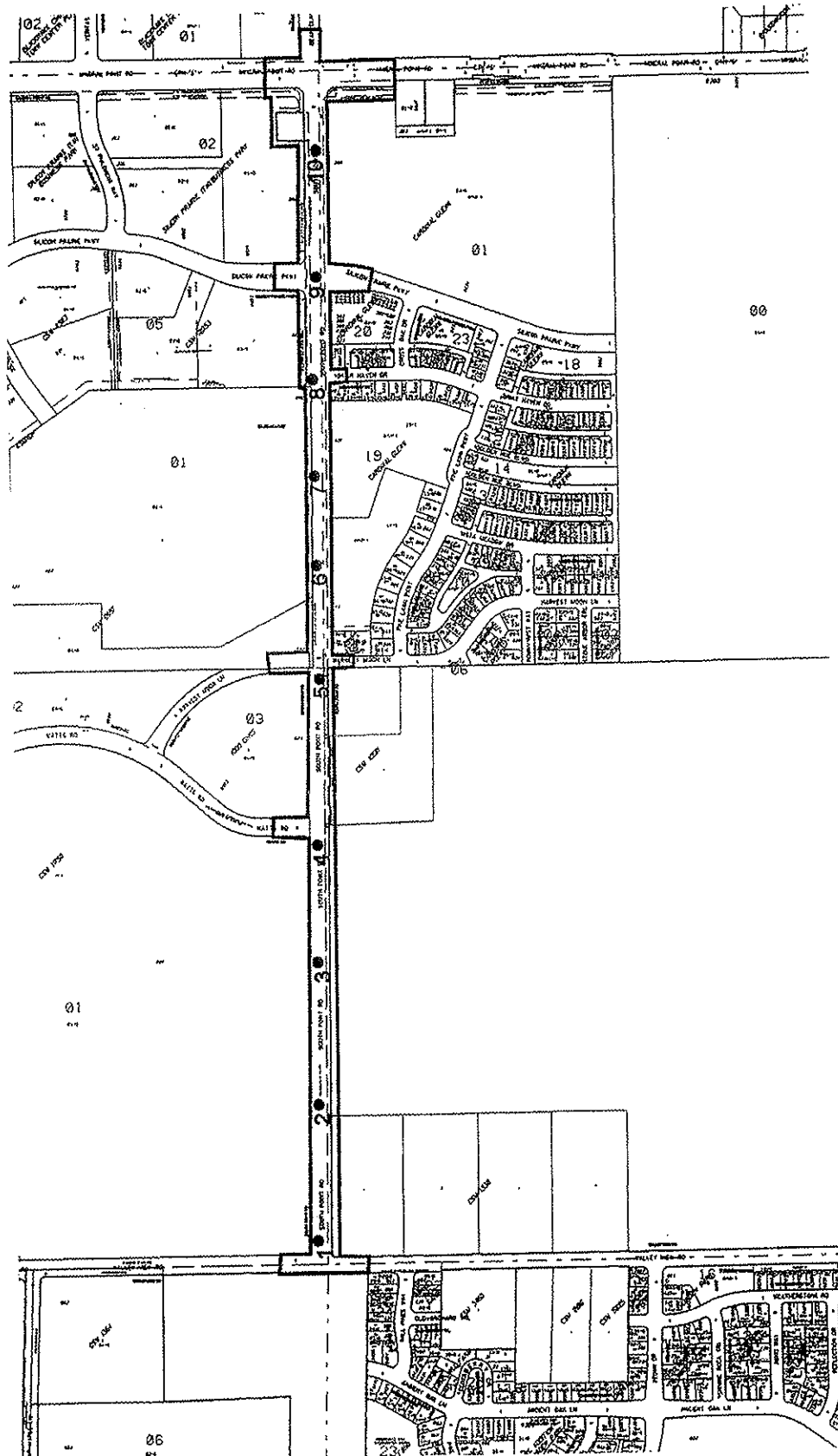
One culvert shall be cut, reconnected (by collar or joint wrap) and relayed as shown on the plans. This shall be paid as one (1) unit for this bid item.

METHOD OF MEASUREMENT

Remove, Salvage, Relay Driveway Culvert shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Remove, Salvage, Relay Driveway Culvert, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.



Notes

1. Soil borings drilled by Badger State Drilling in October 2010

Legend

• Denotes Boring Location (approximate)



SOIL BORING LOCATION MAP
South Point Road
Madison, Wisconsin

CGC, Inc.

DWN: -

APPD: MNS

Date: 11/10

C10041-15



LOG OF TEST BORING

Project South Point Road
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) 99.6*
 Job No. C10041-15
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					8"	8" Dark Brown Sandy TOPSOIL FILL				
1		18	M	4		Loose, Dark Brown Fine to Medium SAND, Some Silt and Clay (SM/SC)				
2		12	M	8		Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)				
3		18	M	12						
4		2	M	12						
5		18	M	26						
End Boring at 15 ft										
Borehole backfilled with bentonite chips										
*Elevation determined using an assumed datum of 100.0 ft referencing the base of cable box (K525-1) situated along the west side of S. Point.										

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	10/4/10	End	10/4/10	
Time After Drilling						Driller	Badger Chief	BM	Rig	CME-750
Depth to Water						Logger	MC	Editor	ESF	
Depth to Cave in						Drill Method	2 1/4" HSA			

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project South Point Road
 Location Madison, Wisconsin

Boring No. 4
 Surface Elevation (ft) 96.5*
 Job No. C10041-15
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					6" Brown Sandy TOPSOIL FILL						
1		14	M	11	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)						
2		14	M	22							
3		16	M	28							
4		15	M	32							
5		13	M	29							
					End Boring at 15 ft						
					Borehole backfilled with bentonite chips						
					*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point at the intersection with Harvest Moon.						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling <u>NW</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/30/10</u> End <u>9/30/10</u> Driller <u>Badger Chief BM</u> Rig <u>CME-750</u> Logger <u>MC</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project South Point Road
 Location Madison, Wisconsin

Boring No. 5
 Surface Elevation (ft) 98.9*
 Job No. C10041-15
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					6" Brown Clayey TOPSOIL FILL					
1	14	M	2	2	Very Loose, Brown Fine to Medium SAND, Little to Some Silt (SP-SM/SM)					
2	16	M	15	15	Medium Dense to Dense, Light Brown Fine SAND, Little to Some Silt, Occasional Seams of Silt (SP-SM/SM)					
3	16	M	20	20						
4	16	M	26	26						
5	14	M	41	41						
End Boring at 15 ft										
Borehole backfilled with bentonite chips										
*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point at the intersection with Harvest Moon.										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling <input type="checkbox"/> <u>NW</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/30/10</u> End <u>9/30/10</u> Driller <u>Badger</u> Chief <u>BM</u> Rig <u>CME-750</u> Logger <u>MC</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project South Point Road
 Location Madison, Wisconsin

Boring No. 6
 Surface Elevation (ft) 95.5*
 Job No. C10041-15
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	6" Crushed Aggregate Base Course					
1		12	M	7	7	Stiff to Very Stiff, Dark Brown Lean CLAY, Some Sand (CL)	(2.0)				
2		12	M	2	2	Stiff, Brown Lean CLAY (CL)	(1.3)				
3		18	M	24	24	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)					
4		18	M	23	23						
5		18	M	39	39						
End Boring at 15 ft											
Borehole backfilled with bentonite chips											
*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point mid-block between Harvest Moon and Briar Haven.											

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	
Time After Drilling						Start <u>10/4/10</u> End <u>10/4/10</u>
Depth to Water						Driller <u>Badger Chief</u> <u>BM</u> Rig <u>CME-750</u>
Depth to Cave in						Logger <u>MC</u> Editor <u>ESF</u>
						Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.						



LOG OF TEST BORING

Project South Point Road
 Location Madison, Wisconsin

Boring No. 7
 Surface Elevation (ft) 100.4*
 Job No. C10041-15
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	Typ Depth (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
						6" Crushed Aggregate Base Course					
1		6	M	7		FILL: Dark Brown Clay with Sand and Gravel to 3'	(2.5)				
2		6	M	5		Dark Brown Sand with Silt, Clay and Gravel to 5.5'					
3		18	M	25		Medium Dense, Tan Fine SAND, Trace Silt and Gravel (SP)					
4		18	M	27		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Occasional Cobbles/Possible Boulders (SM)					
5		18	M	43		End Boring at 15 ft					
						Borehole backfilled with bentonite chips					
						*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the west side of S. Point mid-block between Harvest Moon and Briar Haven.					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling <input type="checkbox"/> <u>NW</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/4/10</u> End <u>10/4/10</u> Driller <u>Badger</u> Chief <u>BM</u> Rig <u>CME-750</u> Logger <u>MC</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project South Point Road
 Location Madison, Wisconsin

Boring No. 8
 Surface Elevation (ft) 99.4*
 Job No. C10041-15
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1		12	M	7	<p>1" Brown Clayey TOPSOIL FILL Stiff, Brown Lean CLAY (CL)</p>	(1.5-1.8)				
2		11	M	4	<p>Loose, Dark Brown Fine to Medium SAND, Some Silt and Clay (SM/SC)</p>					
3		2	M	25	<p>Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel (SM)</p>					
4		14	M	28	<p>End Boring at 15 ft</p> <p>Borehole backfilled with bentonite chips</p> <p>*Elevation determined using an assumed datum of 100.0 ft referencing the top nut of a hydrant situated along the north side of Briar Haven at the intersection with S. Point.</p>					
5		14	M	48						

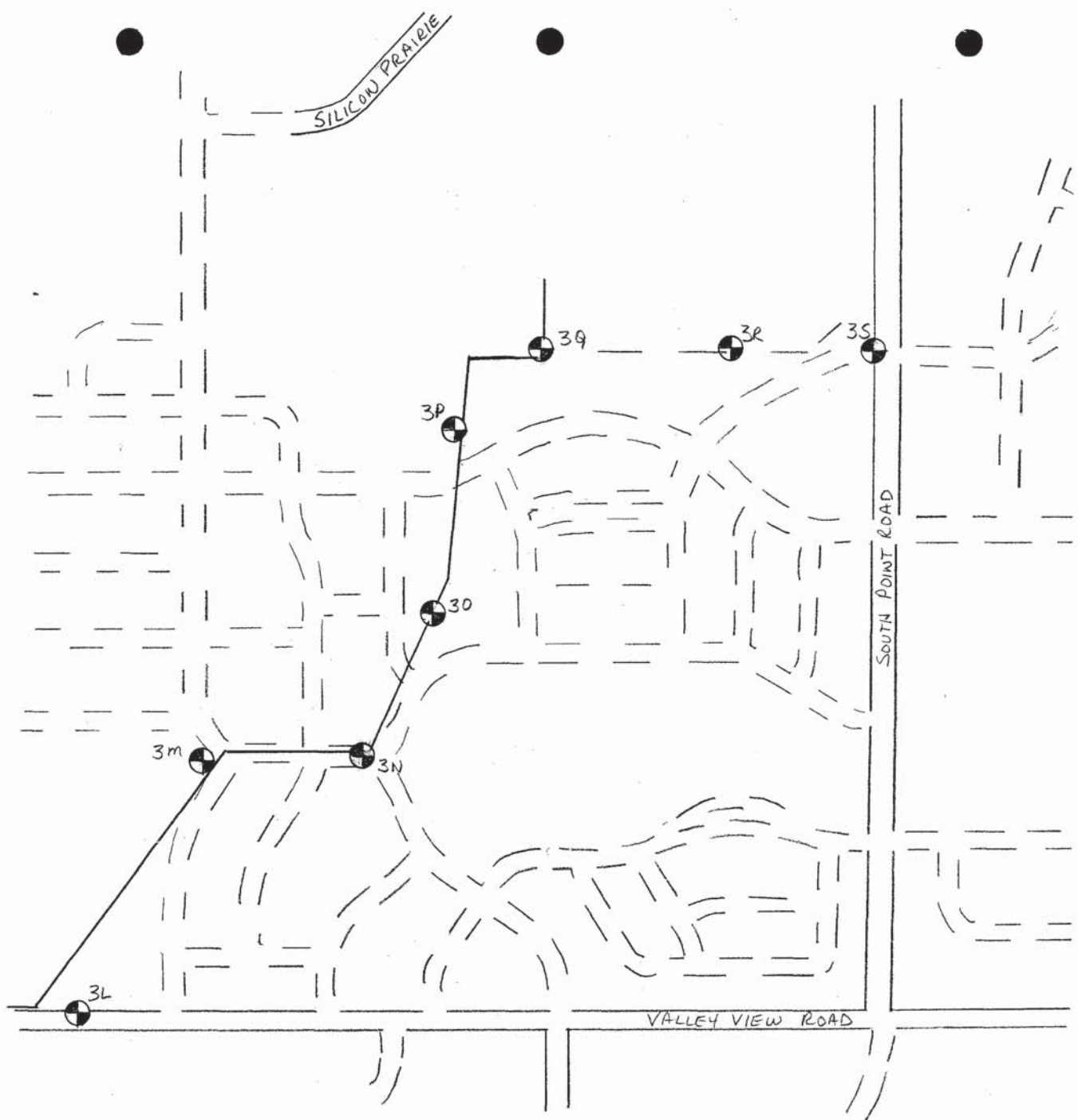
WATER LEVEL OBSERVATIONS


GENERAL NOTES

While Drilling NW Upon Completion of Drilling NW
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 9/30/10 End 9/30/10
 Driller Badger Chief BM Rig CME-750
 Logger MC Editor ESF
 Drill Method 2 1/4" HSA

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.




 = BORING 3m
 (TYPICAL)

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713-4648
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
 CONSULTING CIVIL ENGINEERS SINCE 1966

LOCATION SKETCH
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin

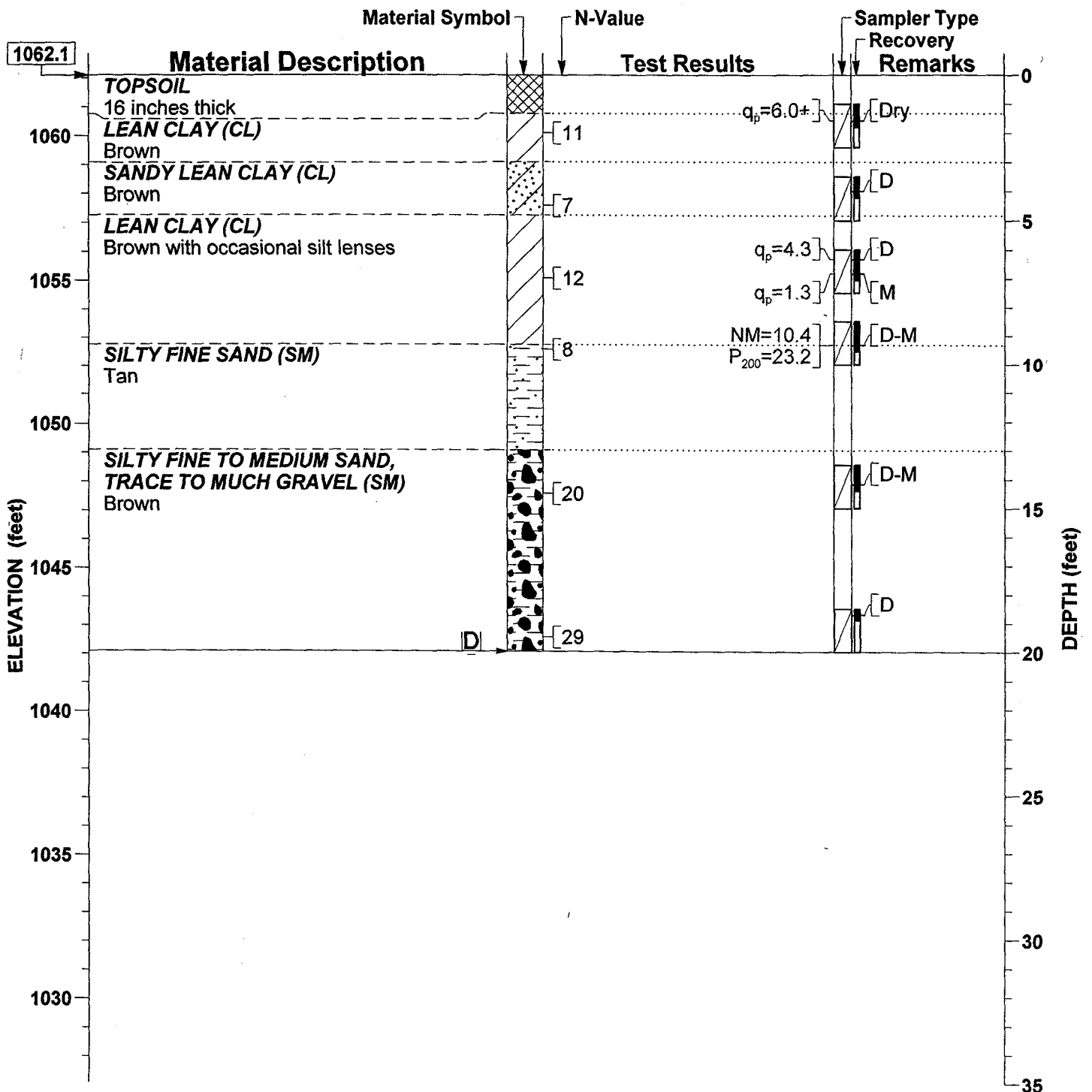


DRAWING
 3-1B

NOT-TO-SCALE



Printed on 1/18/2006



WATER LEVEL LEGEND

[D] Dry 20'-0" at completion

For Notes and Legend, see Drawing 3-2.

Soils & Engineering Services, Inc.

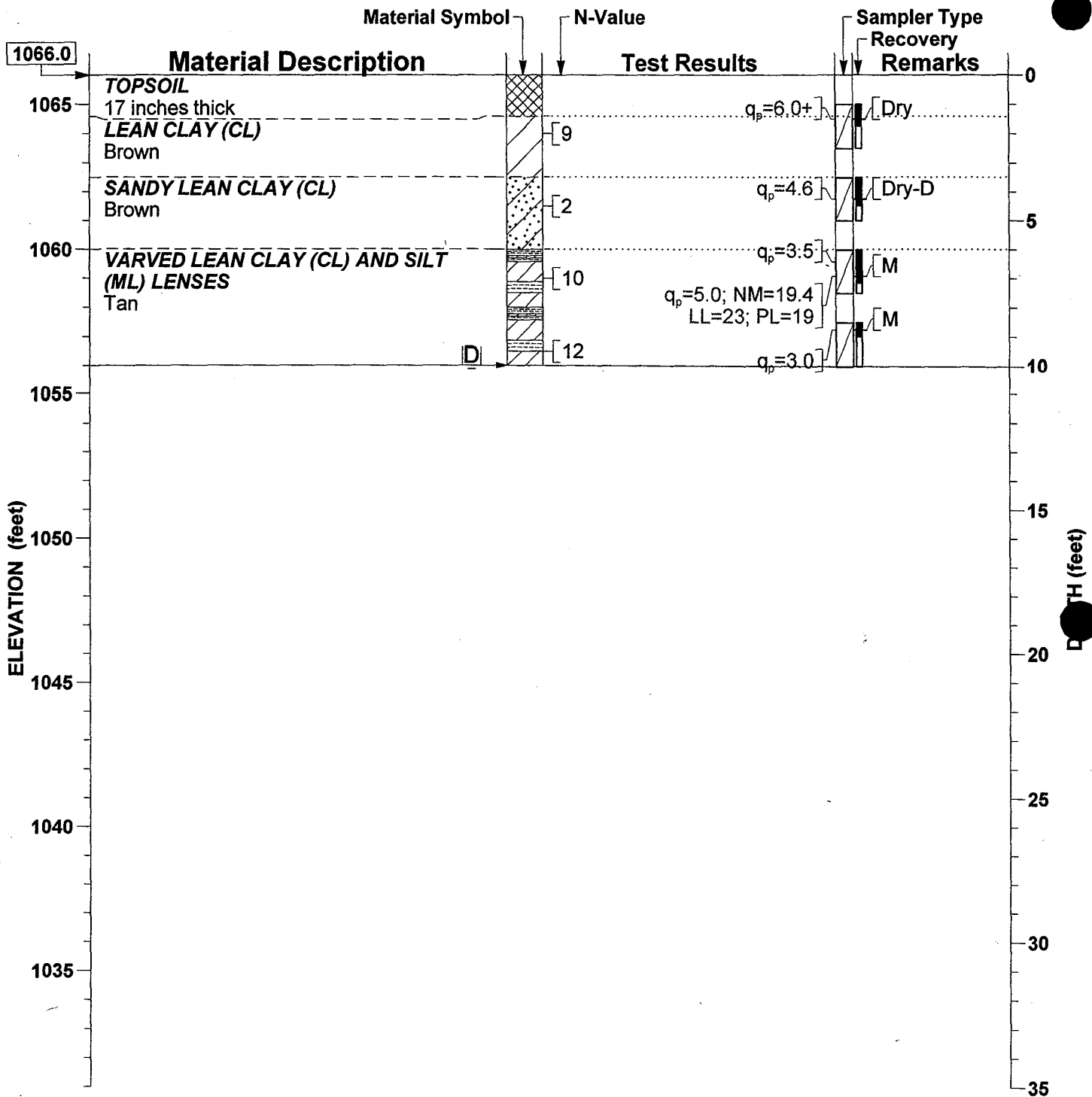
1102 STEWART STREET • MADISON, WISCONSIN 53713-4648
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws

CONSULTING CIVIL ENGINEERS SINCE 1966

SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin




DRAWING
 3-17

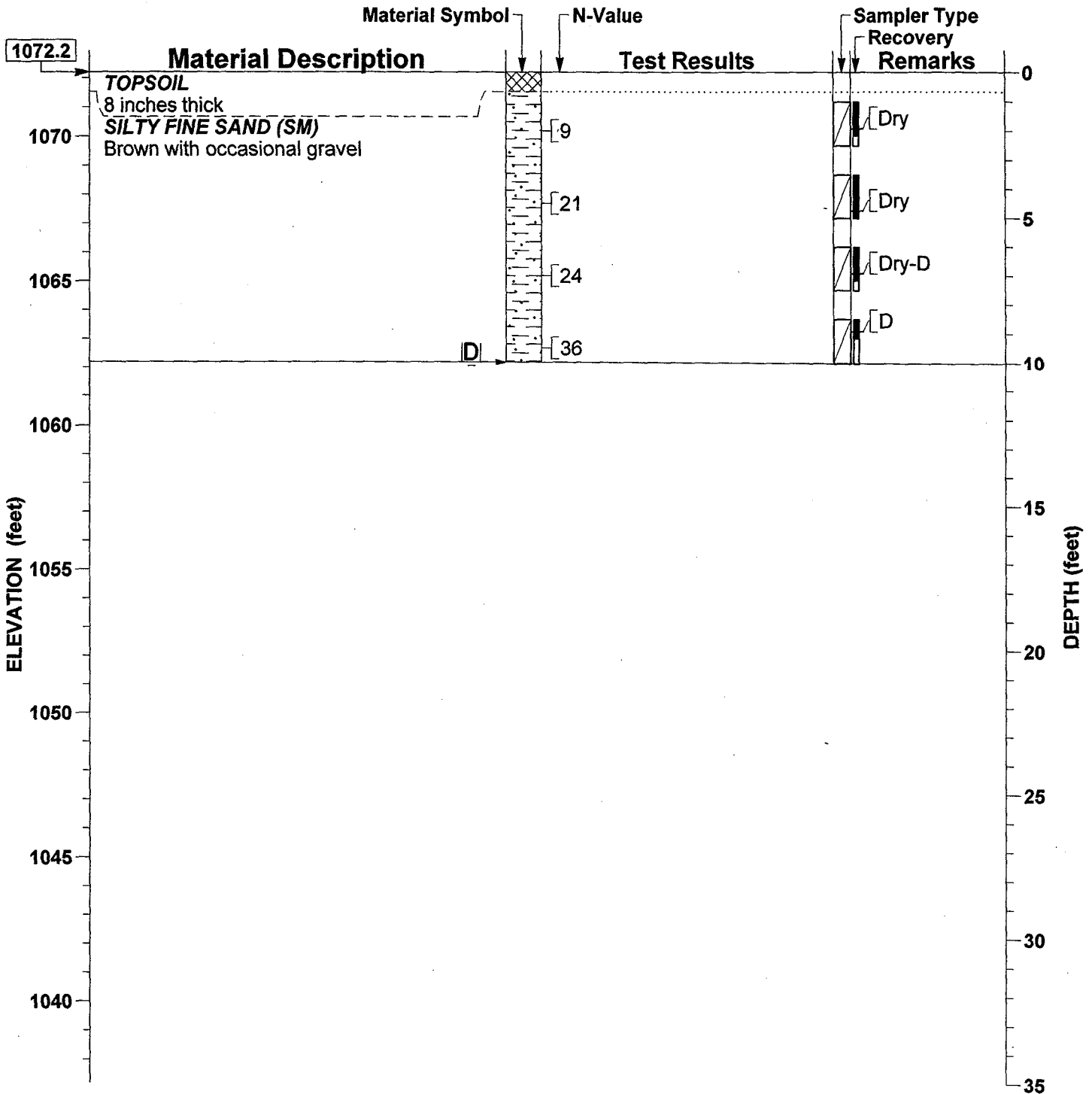


WATER LEVEL LEGEND

D Dry 10'-0" at completion

For Notes and Legend, see Drawing 3-

<p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713-4648 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p align="center">SOIL BORING RECORD Lower Badger Mill Creek Interceptor Segment 3 Midtown Road to Mineral Point Road Dane County, Wisconsin</p>	 <p align="center">DRAWING 3-18</p>
--	---	--



WATER LEVEL LEGEND

[D] Dry 10'-0" at completion

For Notes and Legend, see Drawing 3-2.

Soils & Engineering Services, Inc.

1102 STEWART STREET • MADISON, WISCONSIN 53713-4648
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws

CONSULTING CIVIL ENGINEERS SINCE 1966

SOIL BORING RECORD
 Lower Badger Mill Creek Interceptor
 Segment 3
 Midtown Road to Mineral Point Road
 Dane County, Wisconsin



DRAWING
3-19

SECTION E: BIDDERS ACKNOWLEDGEMENT

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

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 - 2016 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: BEST VALUE CONTRACTING

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7846

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Seventeen 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:

WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7846

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of _____ (\$ _____) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

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	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:

**WATTS ROAD AND HARVEST MOON LANE ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7846**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the
prosecution of said work, and save the City harmless from all claims for damages because of negligence
in the prosecution of said work, and shall save harmless the said City from all claims for compensation
(under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is
to be void, otherwise of full force, virtue and effect.

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal

Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

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

Date

Agent Signature