

BID OF \_\_\_\_\_

**2017**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
2017**

**CONTRACT NO. 7848**

**MUNIS NO. 11459**

**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>

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
2017  
CONTRACT NO. 7848**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: jw

# 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:	WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT - 2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7848
SBE GOAL	9%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	JUNE 30, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JUNE 30, 2017
BID SUBMISSION (1:00 P.M.)	JULY 7, 2017
BID OPEN (1:30 P.M.)	JULY 7, 2017
PUBLISHED IN WSJ	JUNE 23 & 30, 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](http://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](http://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 - 2017 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](http://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](http://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](http://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](http://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](http://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](http://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.

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
2017  
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**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

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
 2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
 2017  
 CONTRACT NO. 7848**

**Small Business Enterprise Compliance Report  
 Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b> _____ % x 0.6 = _____		% (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b> _____ %.		

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**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.

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

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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.

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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.

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT - 2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7848

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 work under this contract shall include, but is not limited to, installation of water main and services, sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, base preparation, concrete pavement, asphalt pavement, traffic signals and lighting, and sidewalk.

The project limits for the work are on W. Wilson St. from S. Hamilton St. to Martin Luther King Jr. Blvd., on S. Hamilton St. from W. Wilson St. to W. Doty St., and on S. Henry St. from W. Wilson St. to the south end (railroad tracks/John Nolen Dr.).

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. 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.

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

#### **SECTION 104.10 CLEANING UP**



Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

## **SECTION 105.12      COOPERATION BY THE CONTRACTOR**

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

City Traffic Engineering will be installing temporary traffic signals. City crews will need notification once temporary wood poles are installed to begin installation of temporary traffic signals. The installation of temporary traffic signals will take seven (7) working days. Any street closure or removal of existing bases shall begin once Contractor is notified by City Traffic Engineering crews that temporary traffic signals are operational.

City Traffic engineering crews will be installing new traffic signal equipment in conjunction with this project. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions. Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured.

### **Existing Items to Remain**

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, 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 prior to any removal.

The Contractor shall use care around existing storm sewer to remain. All costs to protect existing pipe and structures shall be incidental to construction. All private storm sewer discharges shall be maintained for all properties in the project area.

There are existing steam tunnels located under W. Wilson St. between S. Carroll St. and Martin Luther King Jr. Blvd. The approximate locations of these steam tunnels are shown on the plans. The contractor shall be aware that these tunnels may be at shallow depths and shall take care when performing all work around the tunnels, including the pavement removals and excavation.

There are existing building vaults that extend into the right-of-way, under the sidewalk. Known vault locations are shown on the plans. When working adjacent to the vaults, the Contractor shall take care to not damage any structure of the vault, including the waterproofing material. Any damage caused to the vaults shall be repaired by the Contractor at their expense.

### **Access to Properties**

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

### **Coordination with Utilities and B-Cycle**

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

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, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

New underground utilities will also be installed as part of this project. The existing overhead facilities within the project limits will be converted to underground as part of this project. AT&T will be installing underground conduit on W. Wilson St. between S. Hamilton St. and S. Carroll St. and MG&E, Charter and AT&T will be installing underground facilities on S. Henry St., and the work on S. Henry St. will extend on to S. Hamilton St., south of W. Wilson St. Charter and AT&T will also be installing underground facilities on S. Hamilton St.

AT&T expects to complete the majority of their work on W. Wilson St. and on S. Hamilton St. in advance of the project. MG&E and Charter will complete all of their work in conjunction with the work under this contract, and AT&T may have some remnant work to complete, as well. The Contractor shall coordinate with the utilities and their contractors to provide space and time to complete the work within the contract timeframe as indicated in Section 109.2 Prosecution of Work.

There is an existing B-Cycle station on W. Wilson St. near Martin Luther King Jr. Blvd., located on the building side of the sidewalk. This station is to remain operational for as long as possible, and may be closed for up to 14 calendar days when necessary for construction activities. Contact Josh Griffith at 608.345.5524 to coordinate closing the station. Provide a minimum of 1 week's notice and promptly contact for re-opening following completion of the work. This B-Cycle Station is to remain and will not be removed during construction.

### **Meetings & Events**

Prior to construction, the Contractor shall attend a public preconstruction meeting at a date and location to be determined. The Contractor shall have a project schedule prepared prior to this meeting so that the project schedule can be discussed with the attendees.

During Construction, the Contractor shall attend weekly coordination meetings at a date, time and location that is to be determined. These meetings will be held to coordinate with the private utilities, to discuss upcoming events, and to coordinate with businesses on any upcoming access issues or water service issues.

Art Fair on the Square takes place on the weekend of July 7/8, 2018, and the Dane County Farmer's Market sets up on Wilson St. during this weekend. It is expected that all work under this contract is completed prior to this event. However, should work extend into this weekend, the Contractor shall restore the site to a condition that is suitable for use by the Farmer's Market, which includes any temporary paving. Any work necessary to make the site suitable for use by the Farmer's Market on this weekend, shall be at the Contractor's expense and no additional compensation will be provided by the City.

### **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 Highway Administration's "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development

Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com). The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

One lane of traffic, moving westbound (outbound) with a minimum width of eleven (11) feet shall be maintained on W Wilson St at all times.

S Hamilton St can be closed while construction is occurring there. S. Hamilton shall be re-opened to traffic by May 25, 2018, as indicated in Section 109.2 Prosecution of Work. While S. Hamilton St. is closed, the Contractor shall set up a closure of W Wilson St at S Broom St for eastbound through traffic. Local traffic shall be allowed in. A changeable message board shall be placed at this intersection for the duration of the closure of S Hamilton St. A detour plan is included in the plan set for S Hamilton St.

The Contractor shall provide access for inbound local traffic to be able to turn northbound on to S. Henry St. for the duration of the project, except of a closure of up to 4 weeks. This access is to be maintained on a hard, paved or plated surface at all times. During the 4 week closure, the Contractor shall still provide local and emergency vehicle access through the area.

Westbound (outbound) traffic on W Wilson St through the intersection with S. Henry and S. Hamilton shall be maintained at all times. The outbound movement may be maintained by allowing westbound traffic to remain through the intersection on W. Wilson St. by being able to turn onto S Henry St, or both movements whenever possible.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape. Double yellow reflective pavement marking tape shall be used whenever tubular markers are being used to separate travel lanes. Yellow four (4) inch reflective pavement marking tape shall be used whenever tubular markers are used to separate a travel lane from a work zone.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item. Temporary pavement necessary for the maintenance of traffic shall be paid under the appropriate bid item.

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. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. In areas of sidewalk construction, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

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.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

## **SECTION 107.10      OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

**SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY**

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

**BID ITEM 10790 – RAILROAD INSURANCE**

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

**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.

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic.

## **SECTION 109.2            PROSECUTION OF WORK**

The Contractor shall begin work on or before **MARCH 26, 2018**. All work under this contract shall be completed by **JULY 6, 2018**. Other than ULOs and utility coordination, no work shall be performed in 2017.

All work on S. Hamilton St., including the intersection of S. Henry St., W. Wilson St. and S. Hamilton St. shall be completed and re-opened to traffic by **May 25, 2018**. Liquidated damages, as described under section 109.9 shall apply to this interim completion date.

Work shall begin only after the start work letter is received. If it is desirable to begin work before 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 public preconstruction meeting. As indicated in these special provisions, ULOs will be completed prior to indicated start date of this contract and may be completed in advance of receiving the start work letter.

The total contract time provides a total of 30 work days for MG&E, Charter, and AT&T to complete their work on the project. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

## **SECTION 109.9            LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,000 per calendar day.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the interim completion date shall be \$1,500 per calendar day.

### **BID ITEM 20221 – TOPSOIL**

Topsoil shall be installed per the standard specifications except as follows. In locations where topsoil and sod or seed & erosion mat are specified, a minimum of 6 Inches of Topsoil shall be placed.

### **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2016 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove a sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

**BID ITEM 20506 – ADJUST SAS CASTING**

This bid item shall include both sanitary sewer and storm sewer access structure casting adjustments.

**BID ITEM 20701 – TERRACE SEEDING**  
**BID ITEM 21063 – EROSION MATTING, CLASS I, TYPE A – ORGANIC**

Terrace seeding and erosion matting are to be installed at the locations indicated on the plans or around trees that are to remain where the installation of sod would require too much excavation around tree roots.

**BID ITEM 20801 – SODDING**

**DESCRIPTION**

Work under this bid item shall consist of preparing sod beds, furnishing and installing sod in accordance with Article 208 of the City of Madison Standard Specifications for Public Works Construction and as supplemented below.

**MATERIALS**

All sod used under this contract shall be a tall fescue variety. The Contractor is responsible for choosing a fescue sod that will be appropriate for the site conditions. The sod must consist primarily of fescue grasses that will blend in with the surrounding non-disturbed lawn and will tolerate weekly mowings. Acceptable tall fescue varieties will be turf types only and include, but are not limited to: Grande II, ATM, 3<sup>rd</sup> Millennium SRP, Aggressor, Spyder LS, Firenza, and Wolfpack. Forage type varieties of fescue and Kentucky bluegrass sod varieties will be rejected.

The Contractor shall submit to the Engineer a spec sheet for the variety of fescue sod that is selected prior to the installation. Installation of the sod may only proceed after the variety of sod has been approved.

**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.

**SECTION 210.6      EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison’s land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the

permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.

2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.

3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

#### **BID ITEM 30342 – TREE GRATE 4'X8' (INCLUDING FRAME)**

The Contractor shall coordinate with City Forestry to determine the final tree grate locations. Prior to installation of the tree grates, the Contractor shall provide an investigative excavation of the location to determine whether or not the site is suitable for tree planting (utility conflicts). Once a site is confirmed as an acceptable location by City Forestry, the Contractor shall backfill the area with topsoil and install the tree grate in the final location. Any investigative excavations that are determined to not be suitable for tree planting shall be backfilled with select fill. Coordination with Forestry and any excavation(s) necessary to investigate the tree grate areas and backfill the areas with the proper material prior to installation of the tree grate is included with the tree grate bid item.

#### **ARTICLE 500                    SEWER AND SEWER STRUCTURES GENERAL**

##### **SANITARY SEWER GENERAL**

The sewer designer for the project is Mark Moder. Mark's contact information is (608)261-9250 [mmoder@cityofmadison.com](mailto:mmoder@cityofmadison.com).

This project consists of the installation of 323' of 12" diameter SDR 35 pipe, 671' of 10" diameter SDR-35 pipe, 591' of 8" diameter SDR-35 pipe, and 743' of sanitary lateral (SDR-35 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 (BID ITEM 50357).

One sanitary sewer point repair is needed in order to install the proposed storm sewer up to Martin Luther King Jr. Blvd.(STA 20+90.51 RT 5' to STA 20+90.16 RT 15'). This work shall be paid for with 10" diameter sanitary sewer main(Bid Item 50302) and compression couplings (Bid Item 50357).

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 sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing



conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

All sanitary sewer laterals were located by television inspection and City records from the main. Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

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.

### **STORM SEWER AND STRUCTURES GENERAL**

The storm sewer designer for the project is Fadi El Musa Gonzalez. He may be contacted at (608) 243-5214 or [felmusagonzalez@cityofmadison.com](mailto:felmusagonzalez@cityofmadison.com).

Storm sewer pipe work shall include installing approximately 1416 feet of new storm sewer of various sizes ranging from 12" to 24".

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.

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

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

### **BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III**

Utility Trench Patch Type III is intended to be used to re-open lanes of traffic on Wilson St. and at the intersections as required by the traffic control specifications. Following the utility work, the trench patch shall be installed until the permanent pavement can be installed. Trench patches shall consist of 3" of asphalt on 8" of gradation no. 2 crushed aggregate base course. Trench patches may also be installed with concrete pavement which shall consist of 6" Concrete pavement on 6" of gradation no. 2 crushed aggregate base course.

### **BID ITEM 50353 – SANITARY SEWER LATERAL**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

### **BID ITEM 50355 – RECONNECT SANITARY LATERAL**

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection. Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

With regard to the City of Madison Standard Specifications for Public Works Construction latest edition Section 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.

### **BID ITEM 50783 – 8 INCH SANITARY SEWER INSIDE DROP**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install an 8 inch diameter inside drop as called for on the plans set in accordance with Article 507(d)1 of the City of Madison Standard Specifications for Public Works Construction Latest Edition. . The detail drawing in the City specification Standard Detail Drawing 5.7.30 indicates that the inside drop can only be used for 6 inch diameter or smaller pipe. Please disregard this. The intent is to build the Inside Drop Connection with 8 inch diameter pipe.

#### **METHOD OF MEASUREMENT**

8 INCH SANITARY INSIDE DROP shall be measured by the vertical foot acceptably completed.

**BASIS OF PAYMENT**

8 INCH SANITARY INSIDE DROP shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

**BID ITEM 50784 – 10 INCH SANITARY SEWER INSIDE DROP**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install a 10 inch diameter inside drop as called for on the plans set in accordance with Article 507(d)1 of the City of Madison Standard Specifications for Public Works Construction Latest Edition. . The detail drawing in the City specification Standard Detail Drawing 5.7.30 indicates that the inside drop can only be used for 6 inch diameter or smaller pipe. Please disregard this. The intent is to build the Inside Drop Connection with 10” diameter pipe.

**METHOD OF MEASUREMENT**

10 INCH SANITARY INSIDE DROP shall be measured by the vertical foot acceptably completed.

**BASIS OF PAYMENT**

10 INCH SANITARY INSIDE DROP shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

**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.

Utility Line Openings are to be completed on or prior to September 22, 2018. The Contractor shall coordinate with City Engineering to determine the final ULO locations and shall coordinate with City Traffic Engineering to determine an acceptable traffic control plan. Traffic control for ULO's shall be considered incidental to the item, and restrictions may include maintenance of at least 1 travel lane and no peak hour lane closures. The contractor shall confirm the ULO schedule with the Engineer prior to proceeding with the work.

**SECTION 601                    ELECTRICAL, GENERAL REQUIREMENTS**

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The City of Madison Traffic Engineering Division will install new signal poles as necessary and install wire for new traffic signal operation.

Streetlight circuits are to be maintained throughout the construction project. Existing streetlights are powered from a 120/240V circuit. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), to ensure that lighting circuits have been rerouted prior to removing any existing light pole base or conduits which have lighting circuits passing through. City crews will need to utilize five (5) out of the thirteen (13) temporary wood poles installed under Item 90090 to install temporary overhead cables and signal heads to maintain the temporary traffic signals.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

**SECTION 601.10      MATERIALS FURNISHED BY THE City Of Madison**

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials.

<b>ITEM</b>		<b>Quantity</b>
3/4" x 19"	Anchor Bolts for Type G Bases	5 sets of 4
3/4"X24"	Anchor Bolts for LB-1 Bases	20 sets of 4
1" x 40"	Anchor Bolts for LB-3 Bases	5 sets of 4
1¼" x 48"	Anchor Bolts for LB-8 Bases	2 sets of 4

**SECTION 602.3(d)      ELECTRICAL CONDUCTORS**

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit, wire, and base construction items.

**SECTION 602.4(b)      ELECTRICAL CONDUIT**

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation standard detail drawing. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the terrace, one foot from the back of curb, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

**SECTION 701      PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The water designer for this project is:

- Jeff Belshaw  
608.261.9835  
Jbelshaw@madisonwater.org

This project consists of water main improvements on the 300 block of S. Henry, 200 block, S Hamilton and W. Wilson St. from S. Hamilton to Martin Luther King Jr. Blvd. The 300 Block of S Henry will be a replacement of the existing 4-inch (1924) cast-iron water main. The 200 block of S Hamilton will be a replacement of the existing 4-inch (1899) cast-iron water main. W Wilson st currently has two parallel water mains; a combination of 4-inch cast-iron (1882) to 8- in ductile iron (1997) then 6-inch (1997). A 16-inch ductile iron (1995) water main. A general outline of the work is as follows:

- Replace water main on the 300 block of S Henry with 8-inch ductile iron
- Replace water main on the 200 block of S Hamilton with 12-inch ductile iron
- Reconnect services from existing 4-in, 6-in and 8-in water main to existing 16-inch water main.
- Reconnect and/or replace existing services as shown on the plans.
- Abandon valve boxes and valve structures on the existing water main and on any abandoned services.
- Cut off remaining segments of existing water main as required.

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

## **SECTION 703                    CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2017 Edition*.

### **BID ITEM 70053 – REPLACE 1-INCH SERVICE LATERAL**

### **BID ITEM 70056 – RECONNECT 1-INCH SERVICE LATERAL**

### **BID ITEM 70057 – RECONNECT 1 ½-INCH SERVICE LATERAL**

### **BID ITEM 70058 – RECONNECT 2-INCH SERVICE LATERAL**

Reconnect all active services on W Wilson St. to the existing 16-inch water main as shown on plans.

Maintain one lane of traffic on Wilson Street at all times as indicated in the Maintenance of Traffic section.

Type III trench patch will be required on SE half of Wilson St.

**Perform the reconnect to 111 W Wilson St and 131 W Wilson St simultaneously to avoid multiple water outages.**

Coordinate with property/business owners for the most convenient times for water shut offs.

### **Contacts:**

#### **Paisans**

131 W Wilson  
Wally Borowski  
257-3832  
[WSBOR@msn.com](mailto:WSBOR@msn.com)

### **BID ITEM 90001 – SIDEWALK CURB**

#### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Sidewalk Curb at the locations indicated on the plans. All work shall be performed per Part III of the Standard Specifications and as here in provided.

Sidewalk curb located on the back (property) side of the sidewalk shall be constructed in concrete and shall either be constructed to be integral with adjacent concrete sidewalk (sidewalk paid under the appropriate item) or shall be tied to the adjacent sidewalk with #4 tie bars spaced at 3 ft.

Sidewalk curb on the front (street) side of the sidewalk may be constructed in concrete or may be individual blocks. Concrete curb shall either be integral or tied to the sidewalk as indicated above. If blocks are used for the sidewalk curb, the contractor shall submit a sample to the engineer and receive approval prior to installation, and the minimum requirements will be that the block meets the width and depth requirements as indicated in the details, and the blocks shall be gray in color.

If the contractor elects to install blocks, the contractor shall also provide a means to anchor the individual blocks either to the adjacent sidewalk or to the subsurface below the blocks. The means of anchoring the blocks shall be sufficient to prevent hand removal of any individual block. When provided a sample of the blocks, the Contractor shall also provide a proposal for means to anchor blocks.

The Sidewalk Curb shall be constructed per the detail drawings, and shall be installed such the bottom of the Sidewalk Curb matches the bottom of the adjacent concrete sidewalk and the top of the sidewalk curb is a minimum of 4" above the sidewalk. Except on the ends where the curb will taper to match the existing surface, the sidewalk curb shall be installed at a consistent height above the sidewalk. If concrete, contraction joints on the sidewalk curb shall match the contraction joints on the adjacent sidewalk.

Sidewalk curb shall be installed on a minimum of 3" of gradation no. 3 crushed aggregate base course. In locations with tree roots, the thickness of the base may be adjusted to limit damage to the adjacent roots. The contractor shall coordinate with City Forestry when working around exposed tree roots to determine if any root cutting is possible or if the bottom of the sidewalk curb will need to be adjusted or cut to protect the tree. Regardless of the type of sidewalk curb, the work shall be performed such that it limits damage to any existing trees that are to remain.

## **METHOD OF MEASUREMENT**

Sidewalk Curb shall be measured by the linear foot along the face of curb installed and accepted.

## **BASIS OF PAYMENT**

Sidewalk Curb, measured as provided above, shall be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing, anchoring and incidentals necessary to complete the work as provided in the description.

## **BID ITEM 90002 – REMOVE AND RESET OPEN CELLED PAVERS**

### **DESCRIPTION**

This bid item includes all work necessary to remove and reset open-celled pavers at the locations indicated on the plans or as directed by the engineer. In locations with existing open-celled pavers, the Contractor shall take care to limit the disturbance area. If it is deemed that the Contractor disturbs an area larger than necessary, the unnecessary area shall be restored at the Contractor's expense.

When necessary for work under the contractor, the contractor shall remove existing open-celled pavers taking care to not damage the pavers. If damaged, the pavers shall be replaced at the Contractor's expense. The existing pavers are Turfstone 24"x16"x3-1/2" pavers, and any replacement pavers shall be of the same manufacturer or approved equal of the same dimensions and coloring.

After completion of the utility or lighting work, the Contractor shall re-install the pavers. The pavers are to be installed on a base of 6" of gradation 1 crushed aggregate topped with 6" of gradation 2 crushed aggregate. Subgrade and base shall be graded such that the pavers will be installed at an even grade

between the existing sidewalk and curb and be flush with adjacent pavers. Once set, the open areas of the pavers are to be filled with topsoil and seeded. The top of the topsoil shall be just below the top of the paver, approximately 1/4", so that the cells of the paver will hold the grass seed.

All excavation, base material, topsoil and seeding are included with this bid item.

#### **METHOD OF MEASUREMENT**

Remove and Reset Open Celled Pavers shall measured by the square foot acceptably installed.

#### **BASIS OF PAYMENT**

Remove and Reset Open Celled Pavers, measured as provided above, shall be full compensation at the contract unit price for all materials, equipment, labor, hauling, finishing and incidentals necessary to complete the work as provided in the description.

### **BID ITEM 90003 – TEMPORARY PAVEMENT**

#### **DESCRIPTION**

This work shall include all work, materials, labor and incidentals necessary to construct a temporary pavement which shall consist of either 3" minimum thick HMA pavement on 8" gradation no. 2 crushed aggregate base course or of 6" concrete pavement on 6" crushed aggregate base course.

Temporary pavement shall be placed at the locations indicated on the plans or as directed by the engineer to meet the requirements of the Maintenance of Traffic Specifications. The contractor shall remove miscellaneous structures as necessary, which may include curb and gutter, portions of driveways, etc. Removal of items shall be paid under the appropriate bid items.

The area to be placed with temporary pavement shall be excavated to the appropriate depth, which is included with this item of work. The Contractor shall then place the appropriate thickness of base course material per the standard specifications, and then place the pavement material to the required thickness as noted previously.

All materials, preparation and placement shall be in accordance with Part IV of the Standard Specifications. The Contractor shall place the temporary pavement such that it is even with the adjacent paved surfaces and will be suitable for use for a driving surface or for pedestrian use.

The outside edge of the pavement material shall be finished such that it conveys stormwater in manner similar to the existing curb and gutter. The edge of the temporary pavement shall provide a flowline that matches into the flowline of the existing curb and gutter that is being matched into, and the temporary pavement shall drain appropriate to existing inlets or drain and match into the downstream curb and gutter. The edge of the pavement shall be a minimum of 3" above the temporary flowline except where openings are required for driveways.

Removal of the temporary pavement is included with this bid item.

#### **METHOD OF MEASUREMENT**

Temporary Pavement shall be measured by the square yard acceptably installed.

#### **BASIS OF PAYMENT**

Temporary Pavement shall be measured as described above shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description

## **BID ITEM 90004 – TEMPORARY SIDEWALK (UNDISTRIBUTED)**

### **DESCRIPTION**

This special provision describes installation and maintenance of temporary sidewalk material to be used to provide and maintain pedestrian access through the site and to all businesses and residences where applicable.

### **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, wood bridging, rubber matting or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

### **CONSTRUCTION**

Install, maintain, and remove temporary sidewalk material as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary sidewalk shall have a minimum clear width of 5 feet and shall be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the temporary sidewalk when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance maintaining that temporary access may require removing and relaying the material in the same location.

If necessary for construction activities, temporary sidewalk may involve construction of wood bridging to maintain access over open trenches or curing concrete. Any wood bridging shall be constructed with protective railing where required and be ramped at either end such that the wood bridging is not a trip hazard.

### **MEASUREMENT**

Temporary sidewalk shall be measured by the square foot acceptably installed, maintained and removed.

### **PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90005 – TEMPORARY CROSSWALK ACCESS**

### **DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. If required due to the location of the temporary cross walk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.



## **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

## **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

## **MEASUREMENT**

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

## **PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90006 – FENCE SAFETY (UNDISTRIBUTED)**

### **DESCRIPTION**

This special provision describes constructing a temporary fence where necessary between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. Fence shall only be installed in areas where pedestrians will be immediately adjacent to the work zone or in areas that become problematic with pedestrians crossing the street at areas not designated as cross walks. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the blind.

### **MATERIALS**

Provide notched conventional metal "T" or "U" shaped fence posts.  
Provide fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1 inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

## **CONSTRUCTION**

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at a maximum of 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.  
Overlap two rolls at a post and secure with wire ties.

In areas where concrete sidewalk is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement or sidewalk. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.

## **METHOD OF MEASUREMENT**

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

## **BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

## **BID ITEM 90007 – CONCRETE PAVEMENT JOINT SEALING**

### **GENERAL**

Concrete Pavement Joint Sealing shall consist of cleaning the joint in preparation for sealing and sealing all contraction and expansion joints in the concrete pavement with a hot applied joint sealing material. Joint sealing shall also be applied to alley concrete pavement, as well as to minor cracks within the existing alley concrete pavement that will remain.

### **MATERIALS**

All joints shall be sealed with a hot applied joint sealant conforming to the Specification for Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements, ASTM Designation D6690, type II. A Certification of Compliance shall be furnished to the engineer prior to application.

### **CONSTRUCTION**

All contraction and expansion joints in concrete pavement, all sawed longitudinal joints and the joint between pavement and curb edge shall be sealed with a hot poured sealer. Minor cracks within existing pavement that is to remain on the alley shall also be sealed.

The operation of sealing shall be performed as soon as practical upon elapse of the curing period and in any event prior to the time traffic of any kind uses the pavement.

Joints shall not be sealed until they have been inspected and approved by the engineer.

Application of the joint sealer shall be made when the joint surfaces are clean and dry.

Immediately before sealing the joint thoroughly clean the joints of all laitance, curing compound and other foreign material. Exposed joint faces shall be cleaned by sandblasting, or by water blasting with sufficient pressure to thoroughly and completely clean the joint. A multiple-pass technique shall be used until the surfaces are free of material that might prevent bonding. For final cleaning immediately prior to installation of the sealer, the joints shall be blown clean with oil-free compressed air. The joint faces must be surface dry when sealant is applied.

The sealing compound shall be heated to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. The heating kettle shall be equipped with a mechanical agitator, positive temperature control and an approved dial thermometer for checking temperatures of the compound. The heating kettle, if and when operated on concrete, shall be properly insulated against the radiation of heat to the concrete surface.

The sealing compound shall not be heated above the maximum safe heating temperature. The maximum safe heating temperature shall be determined from tests made on samples from each lot or shipment of the material delivered to the project. When so approved by the engineer, the manufacturer's recommended maximum safe heating temperature may be used in lieu of test determinations where relatively small quantities of sealer are used. Any material heated above the maximum safe heating temperature shall be discarded.

Pouring of joints shall be made when the sealing material is at the required temperature and, insofar as practicable, the sealing compound shall be maintained at a uniform temperature during pouring operations. Pouring shall not be permitted when the temperature of the sealing compound in the applicator, as it is applied to the joint, is more than 10 degrees Fahrenheit below the recommended pouring temperature. Pouring of the molten sealer in the joint opening shall be done with such equipment that the sealer completely fills the joint opening without overflowing on the adjoining surface and when finished, after shrinkage, the sealer is approximately flush with the adjoining surfaces. In the event satisfactory sealing of a joint is not accomplished in a single pouring, the sealing compound shall be placed in two pourings.

At least one-half of the required amount shall be placed in the first pouring, and the second pouring shall follow the first as soon as practicable after the first pouring has attained maximum shrinkage but not later than one hour after the first pouring.

After final pouring, Contractor shall remove all excess material or spillage from the pavement surface.

#### **METHOD OF MEASUREMENT**

Concrete Pavement Joint Sealing will be measured in linear feet along the joint in place, complete and accepted.

#### **BASIS OF PAYMENT**

Concrete Pavement Joint Sealing, measured as provided above, will be paid at the contract unit price per linear foot. Payment is full compensation for cleaning the joint, for furnishing and applying the joint sealant, and for all labor, tools, equipment and incidentals required to complete the work.

#### **BID ITEM 90008 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS (UNDISTRIBUTED)**

#### **DESCRIPTION**

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

## **METHOD OF MEASUREMENT**

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

## **BASIS OF PAYMENT**

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

## **BID ITEM 90009 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES (UNDISTRIBUTED)**

### **DESCRIPTION**

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

### **METHOD OF MEASUREMENT**

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

### **BASIS OF PAYMENT**

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

## **BID ITEM 90010 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN**

### **DESCRIPTION**

This work consists of furnishing and applying a high friction surfacing system in accordance with this Section and in conformity with the lines and details shown on the plans. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary or contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

### **MATERIALS**

**General:** Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

**MMA Based Resin System:** The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

**Aggregate:** The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
Aggregate Color	Green	

**Certification:** Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

## CONSTRUCTION METHODS

**General:** Apply High Friction Colored Surface in accordance with manufactures specifications.

**Preparation:** Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

**Mixing and Application of MMA based resin system and Aggregate Wearing Course:** Utilize one of the following methods for the application of the MMA based resin system, as applicable.

1) **Hand mixing and application:** Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.

2) **Mechanical mixing and application:** Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system

material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate. Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

**Curing:** Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

**Removal of Excess Aggregate:** Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

## PERFORMANCE REQUIREMENTS

**Raveling and Delamination:** Remove and replace high friction colored surface treatment that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

**Warranty:** The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

## METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

## BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor,

and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

**BID ITEM 90030 – INSTALL AND REMOVE ASPHALT BERM**

**DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals required to install a temporary asphalt berm to divert storm water from entering the project site during construction. The berm shall be the length of the street cross section, a minimum 4” tall and sloped to allow vehicles and bikes to safely traverse. The asphalt berm shall be placed with a bond breaker from the existing surface to prevent damage to existing pavement.

**METHOD OF MEASUREMENT & BASIS OF PAYMENT**

Install and Remove Asphalt Berm shall be measured and paid as an each bid item for all work necessary to install and remove the berm, which shall be full compensation for all work as provided in the description.

**BID ITEM 90031 – RECONSTRUCT Manhole TO SAS CASTING**

**DESCRIPTION**

Work under this item shall include removing the roof and any adjustment from an existing manhole or inlet structure, lowering the walls up to 12 inches, constructing a new roof, to accommodate a standard R-1550-0054 City of Madison SAS castings (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

Castings shall be placed “in line” with traffic or concrete pavement joints to minimize being placed in traffic wheel paths.

**METHOD OF MEASUREMENT**

Reconstruct Manhole to SAS casting shall be measured as each for completed structure reconstruction.

**BASIS OF PAYMENT**

Reconstruct Manhole to SAS casting shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

**BID ITEM 90090 – INSTALL AND MAINTAIN AND SUPPORT STRUCTURES FOR STREET LIGHTS  
TEMPORARY TRAFFIC SIGNALS**

**DESCRIPTION**

This special provision describes furnishing, installing, maintaining, and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system and wood poles required for Temporary Traffic Signals. The Temporary traffic signals will be installed and maintained by the City of Madison. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

## **MATERIALS**

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 250 watt HPS or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

## **CONSTRUCTION METHODS**

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Furnish and install additional wood poles and guy wires as required for temporary traffic signals to be installed and maintained by City of Madison.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

## **METHOD OF MEASUREMENT**

Install and Maintain Support Structures for Street Lights and Temporary Traffic Signals will be measured as a lump sum, completed in place and accepted in accordance with the contract.

## **BASIS OF PAYMENT**

Install and Maintain Support Structures for Street Lights and Temporary Traffic Signals will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.







# LOG OF TEST BORING

Project Wilson Street  
350'SW of Butler, 15'SE of CL  
 Location Madison, WI

Boring No. 1X  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-15  
 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
					0	6 in. Asphalt Pavement/4 in. Base Course				
1		12	M	23	3.5	FILL: Brown Fine Sand to 3.5 ft				
					3.7	Pink Insulation Atop Concrete to 3.7 ft				
2		1	M	50/2"	3.7	End of Boring at 3.7 ft Due to Spoon Refusal on <i>Unmarked</i> WI DOA Steam Tunnel. Boring renamed B1X, backfilled with soil cuttings and asphalt patch. B1 successfully advanced to depth of 15 ft approximately 8 ft to the southeast (in terrace).				
					5					
					10					
					15					
					20					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  \_\_\_\_\_ Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 10/4/16 End 10/4/16  
 Driller BSD Chief DB Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2 1/4" HSA; Autohammer

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



# LOG OF TEST BORING

Project Wilson Street  
350'SW of Butler, 23'SE of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-15  
 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)	q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					5	Blind Drilled to 6 ft FILL: Reddish-Brown Landscape Gravel to 0.5 ft Brown Silty Sand with Gravel and Clay to 5.5 ft					
1		1	M	32	10	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
2		15	M	28	10						
3		18	M	38	15						
					15	End of Boring at 15 ft Backfilled with Bentonite Chips and Landscape Gravel					
					20						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 10/4/16 End 10/4/16  
 Driller BSD Chief DB Rig CME-55  
 Logger FD Editor ESF  
 Drill Method 2 1/4" HSA; Autohammer

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



# LOG OF TEST BORING

Project Wilson Street  
180'SW of Pinckney, 15'SE of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-15  
 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	X					
1	AS	0	M	9	0	Hatched					
2		15	M	20	5	Dotted	(1.0)				
3		10	M	33	10	Dotted					
4		20	M	24	15	Dotted					
5		17	M	58	20	Dotted					
End of Boring at 15 ft											
Backfilled with Bentonite Chips and Asphalt Patch											

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇</u> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/4/16</u> End <u>10/4/16</u> Driller <u>BSD</u> Chief <u>DB</u> Rig <u>CME-55</u> Logger <u>FD</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Wilson Street  
165'NE of Carroll, 10'SE of CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-15  
 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 (tsf)	W	LL	PL	LI
				0	X	6 in. Asphalt Pavement/8 in. Concrete Pavement				
1	10	M	7	7	X	FILL: Brown Silty SAND with Gravel to 1.5 ft Stiff, Brown Clay with Variable Silt and Gravel Content to 5.5 ft				
2	11	M	7	7	X	(1.75)				
3	16	M	19	19	X	(1.5)				
4	5	M	31	31	X					
5	20	M	43	43	X					
				15	X	End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇ NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/4/16</u> End <u>10/4/16</u> Driller <u>BSD</u> Chief <u>DB</u> Rig <u>CME-55</u> Logger <u>FD</u> Editor <u>ESF</u> Drill Method <u>2 1/4" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



## LOG OF TEST BORING

Project Wilson Street  
265' SW of Carroll, 10' SE of CL  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-15  
 Sheet 1 of 1

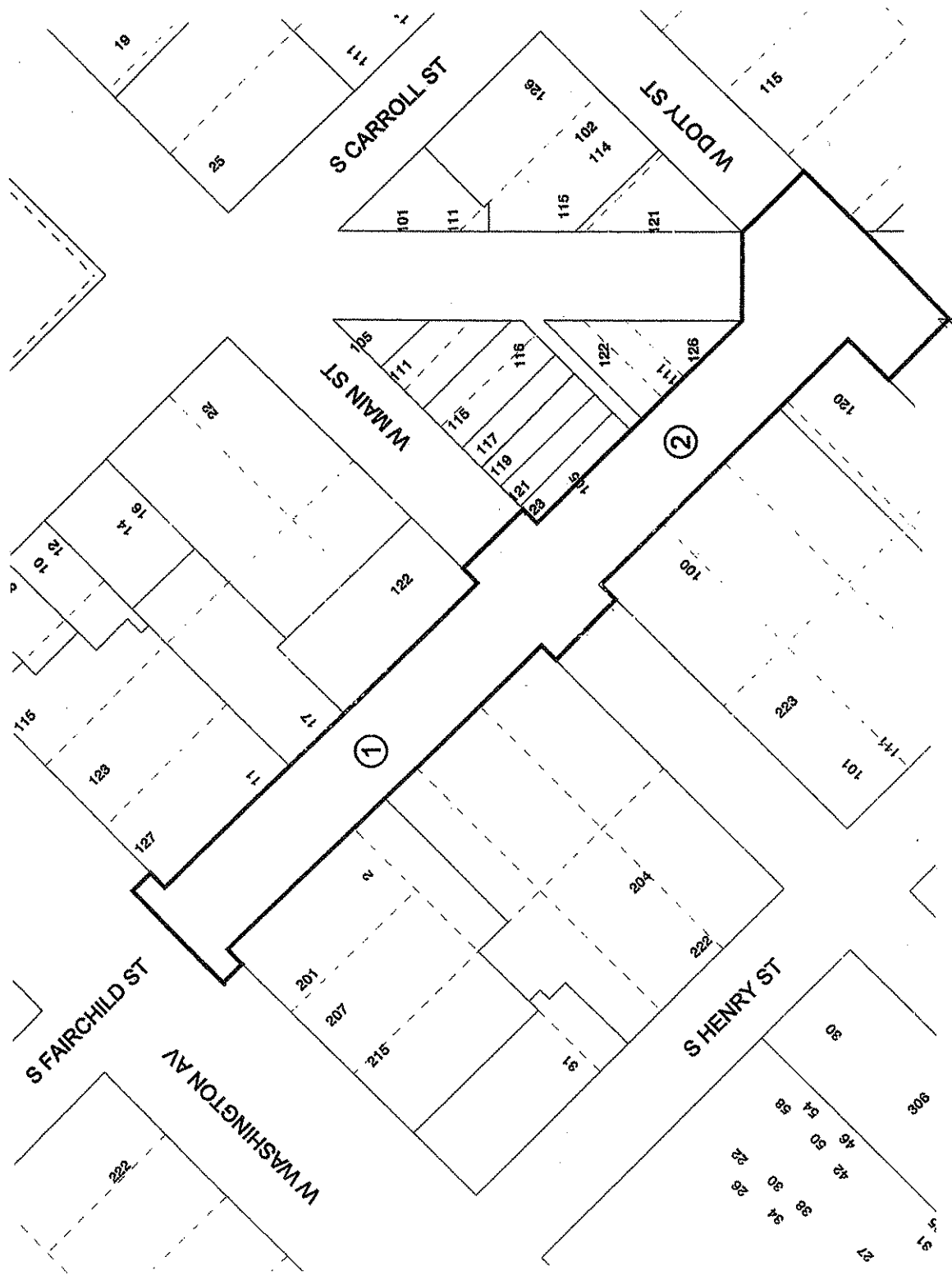
2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (tsf)	W	LL	PL	LI
					0	X					
1AS	█	0	M	11	11	X					
					11	/					
2	█	10	M	22	22	/					
3	█	17	M	73	73	/					
4	█	1	M	50/2"	50/2"	/					
					10	/					
					15	/					
					20	/					

WATER LEVEL OBSERVATIONS				
While Drilling	∇	Upon Completion of Drilling		
Time After Drilling				
Depth to Water				▼
Depth to Cave in				

GENERAL NOTES				
Start	10/7/16	End	10/7/16	
Driller	BSD	Chief	MC	Rig CME-55
Logger	FD	Editor	ESF	
Drill Method	2 1/4" HSA; Autohammer			

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



**Legend**

① Denotes Boring Location



**Notes**

1. Base map provided by City of Madison.
2. Soil borings drilled by Badger State Drilling in November 2007

**SOIL BORING LOCATION MAP**  
 South Fairchild Street  
 Madison, Wisconsin

CGC, Inc.

DWN: -	APP'D: MNS	Date: 12/07	C07022-29
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# LOG OF TEST BORING

Project South Fairchild Street  
125'NW of Main, 5'NE of Centerline  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C07022-29  
 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
					X X					
1	12	M	11		X X					
					/ / / /	(3.0)				
2	18	M	8		/ / / /					
				5	- - - -	(2.0)				
					- - - -					
3	8	M	16		- - - -					
					- - - -					
4	4	M	50/4"		- - - -					
				10	- - - -					
					- - - -					
5	18	M	36		- - - -					
				15	- - - -					
					- - - -					
				20	- - - -					

8 in. Asphalt Pavement/6 in. Concrete Pavement

Very Stiff, Brown Lean CLAY (CL)

Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles (SM)

End Boring at 15 ft

Borehole backfilled with bentonite chips

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 11/15/07 End 11/15/07  
 Driller Badger Chief JHR Rig B-59  
 Logger GFP Editor ESF  
 Drill Method 2-1/4 in. HSA

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





## LOG OF TEST BORING

Project South Fairchild Street  
170'SE of Main, 15'SW of Centerline  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C07022-29  
 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
					X	2.5 in. Asphalt Pavement/6 in. Concrete Pavement				
1	12	M	8		/	Stiff, Brown Lean CLAY (CL)				
					5					
2	16	M	15		.	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles (SM)				
					10					
3	16	M	55							
					15					
4	16	M	32							
					20					
5	18	M	44							
						End Boring at 15 ft				
						Borehole backfilled with bentonite chips				

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 11/15/07 End 11/15/07  
 Driller Badger Chief JHR Rig B-59  
 Logger GFP Editor ESF  
 Drill Method 2-1/4 in. HSA

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

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
2017  
CONTRACT NO. 7848**

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE, IF ANY

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

\_\_\_\_\_  
(Notary Public or other officer authorized to administer oaths)

My Commission Expires \_\_\_\_\_

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

**SECTION F: BEST VALUE CONTRACTING**

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
2017  
CONTRACT NO. 7848**

**Best Value Contracting**

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

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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:

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT -  
2017  
CONTRACT NO. 7848**

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:

### **WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT - 2017 AND SOUTH HAMILTON STREET RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7848**

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.

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2017  
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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk 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:

**WEST WILSON STREET AND SOUTH HENRY STREET ASSESSMENT DISTRICT -  
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2017  
CONTRACT NO. 7848**

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