

BID OF _____

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN
AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020**

CONTRACT NO. 8501

MUNIS NO. 11188

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>

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN
AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
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This Proposal, and Agreement have
been prepared by:

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



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

RFP: felm

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:	GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8501
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 28, 2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 27, 2020
BID SUBMISSION (2:00 P.M.)	MARCH 5, 2020
BID OPEN (2:30 P.M.)	MARCH 5, 2020
PUBLISHED IN WSJ	FEBRUARY 20, & 27, 2020

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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.

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8501**

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

_____ of _____
Company certify that the information

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

Witness' Signature

Bidder's Signature

Date

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN
AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8501**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8501

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 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, April 2, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, April 1, 2020**.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main, storm sewer, sanitary sewer, earthwork, clearing & grubbing, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Gregory Street from Glenway Street to Baltzell Street; Copeland Street from Gregory Street to Monroe Street; Western Avenue from Gregory Street to Monroe Street; and Cross Street from Copeland Street to Gilmore Street.

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. It is anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements.

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 Sewer Access Structures and Storm Sewer 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 the contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

The removal of the existing pavement shall be done on a block-by-block basis. The existing pavement shall not be removed more than fourteen (14) days prior to the start of the utility construction within each block, in order to minimize difficult access for project neighbors.

The Contractor shall be aware that there is a registered Wisconsin Historical Society archeological area, which overlaps the construction limits. The Contractor shall work closely with the Engineer to coordinate any archeological on site review during excavations.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. 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. All other standard tree protection specifications will be strictly enforced.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area.

Work under this contract will require coordination with private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and allow working area for installation of new facilities or for relocation work. Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. The Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise. The Contractor shall contact MG&E electric when working in close proximity to power poles so that poles can be supported if required. Contacts for private utilities are:

Shaun Endres (MG&E Gas) 608-213-6708, sendres@mge.com
Mark Bohm (MG&E Electric) 608-252-4730, mbohm@mge.com
Carol Anason (AT&T) 608-252-2385, 608-622-2079, ca2624@att.com

The City is aware of the following residents requesting accommodation for special needs or disabilities.
Access shall be maintained to this residence at all times: 3303 Gregory Street.

Other residents in addition to the one listed above may require accommodation during the project.

Parking is very limited in this neighborhood and the City wishes to minimize parking inconvenience for neighbors. The City expects multiple mobilizations for concrete and asphalt crews to minimize the length of time residents are restricted from using their driveways, and to minimize inconvenience to the residents. The contractor must have at least 50% of the driveways on the project open to owners/residents at any given time, unless alternate arrangements to alleviate parking issues are agreed upon by the Engineer.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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 ahleinritz@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.

The streets may be closed to through traffic while it is under construction. Two lanes of traffic must be maintained on Glenway Street at all time, except during paving operations.

Maintain local and emergency vehicle access at all times.

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, tubular markers 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 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.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 608-266-4681, one working day prior to placement of the plates.

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.

Maintain Access to all properties along the project at all times. This includes local residents, and emergency vehicles. Notify residents in writing at least 72 hours prior to restricting access or closing any driveway.

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.

On Streets with sidewalk, maintain sidewalk on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure.

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

Contact Ali Heinritz, Traffic Engineering Division, aheinritz@cityofmadison.com, 267-1102, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

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 Police Department, Fire Department, and Traffic Engineering 48 hours in advance of all closure of streets.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

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 eight working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the City Construction Engineer, that permanent signing is in place and temporary traffic control may be removed. 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 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit and will submit 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 will be 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.

Archaeological monitoring will be required during ground disturbing activities in any undisturbed areas within the archaeological site limits. The City will hire an archaeologist to perform this monitoring during construction activities and the Contractor shall keep the archaeologist informed of progress and cooperate as needed. The archaeologist's contact info is John Garwood Hodgson, Phase One Archaeology, 271-1828, Phaseonearchaeology@gmail.com.

If human bone is discovered during construction, all work must cease immediately and the Burial Sites Preservation Officer must be contacted at 1-800-342-7834 for compliance with Wis. Stat. § 157.70 which provides for the protection of human burial sites. If archaeological or paleontological materials are encountered, work must cease and the Compliance Section of the Historic Preservation Division of the State Historical Society of Wisconsin shall be contacted at 1-608-262-2970 to insure compliance with (1) 36 CFR 800.11, the Regulations of the Advisory Council on Historic Preservation Governing the 106 Process; or (2) S. 44.40, Wis. Stats.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or after **April 27, 2020**. The time of completion shall be **October 2, 2020**.

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

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 preconstruction meeting.

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

The Contractor shall not begin construction work on Western Avenue and on Cross Street from Western Avenue to Gilmore Street prior to Friday, June 5, 2020. The Contractor shall complete all sanitary sewer, storm sewer, water main, base course, pavement, and concrete curb and gutter installation on Western Avenue from Cross Street to Monroe Street and Cross Street from Western Avenue to Gilmore Street prior to Monday, August 24, 2020.

The Contractor shall not store equipment, materials, or objects of any kind at the terrace areas on 3401 Cross Street, and 701 Copeland Street. The Contractor shall not disturb terraces prior to Monday, June 1, 2020, in order to allow time for property owners to remove terrace plants.

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition and as modified herein.

Existing asphalt speed humps are present on Gregory Street. Removal of the existing humps shall be considered incidental to Excavation Cut.

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, large stones and boulders, raised planting beds, pavers, planters, railroad ties, plantings, etc. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

SECTION 210.1(c) STREET SWEEPING

When required, by either 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.

BID ITEM 20221 TOPSOIL

Properties 3401 Cross Street and 701 Copeland Street shall receive 12 inches of topsoil. The quantity for item 20221 will be doubled for compensation. Do not seed or matt the terraces.

BID ITEM 20321 REMOVE CONCRETE PAVEMENT

It is anticipated that the existing concrete pavement will have wire mesh inside of it. The wire mesh removal shall be consider incidental to Bid Item 20321, Remove Concrete Pavement, and no separate payment shall be made to the Contractor.

BID ITEM 21031 INLET PROTECTION, TYPE C – COMPLETE

Type C Inlet Protection shall be allowed where it is not possible to install RIGID FRAME INLET PROTECTION. Installation shall be approved by the Construction Engineer, inspected weekly, and maintained or replaced when there is debris or damage.

BID ITEM 21110 TERRACE RAIN GARDEN

All work under this item shall be in accordance with Article 211 of the City of Madison Standard Specifications for Public Works Construction latest edition and Standard Detail Drawing 2.09.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sanitary sewer and storm sewer designer for this project is Daniel Olivares and may be contacted at (608) 261-9285 or daolivares@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately, 3249-feet of new 8" PVC SDR-35, and approximately 2723-feet of new PVC sanitary lateral.

ASTM D3034 SDR-35 and SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (BID ITEM 50301) and Sanitary Lateral (BID ITEM 50353).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public

Works Construction 2020 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 on this project were located by television inspection of the main and from City records.

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 GENERAL

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

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

Kor n Seal boots or equivalent shall be used for all pipe connections to inlets. In addition, Kor n Seal boots shall be required for any Type II pipe connection to SAS storm structures. Concrete collars or Kor n Seal may be used for any RCP or HERCP connections to SAS storm structures.

All rebar for field poured structures shall be epoxy coated. Any exposed steel shall be touched up or recoated prior to use.

All field poured SAS storm structures shall be constructed in accordance with Standard Detail Drawing 5.7.3. All precast SAS storm structures shall be constructed in accordance with Standard Detail Drawing 5.7.5.

SECTION 701

PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Adam Wiederhoeft. He may be contacted at (608) 266-9121 or awiederhoeft@madisonwater.org.

The project consists of furnishing and installing replacement 8-inch ductile iron water main and fittings on Cross Street within the project limits. The project also includes abandoning existing water main including valves and hydrants on Cross Street, and adjusting existing valve castings within the overall project limits. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Water System Pressure Zone Boundary

The existing water system establishes a pressure zone boundary within the project limits – any unauthorized use or operation of existing water valves may result in unexpected service interruptions and/or significant water pressure variations. DO NOT operate any water system valves without prior authorization from the Engineer or Inspector. Within the water system replacements on Cross Street, re-establish the existing pressure zone boundary with the valve located at STA 402+78.7, 6.0-FT RT.

Take all necessary precautions to protect newly installed main as well as the existing Madison Water Utility system and ensure its proper functioning during construction. View the sites prior to bidding and become familiar with existing conditions and utilities.

SECTION 703

CONSTRUCTION METHODS

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

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

WN20+

See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90000 – TREE PROTECTIVE FENCE

DESCRIPTION

This special provision describes constructing a plastic fence around trees indicated on the plan to be protected or as directed by the engineer. Tree Protective Fence shall be installed a minimum of 5 feet away from the base of the tree to be protected, but the distance may vary depending on City Forestry review. Tree Protective Fence shall remain in place throughout the project and shall only be removed upon completion or as necessary to complete the work. The Contractor shall maintain the fence as necessary, which may include re-installation if removed to complete work or if damaged. Maintaining the protective fence shall be considered incidental to this bid item.

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

CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at 6 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.

METHOD OF MEASUREMENT

Tree Protective Fence shall be measure by the linear foot along the base of the fence, center to center of posts. Tree Protective Fence that is removed and replaced for construction activities will not be measured and paid.

BASIS OF PAYMENT

Tree Protective Fence shall be paid in 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 90001 – TREE ROOT INVESTIGATION

DESCRIPTION

This work shall consist of non-mechanical excavation methods to expose tree roots for further investigation at the locations indicated on the plans. The Contractor shall schedule the work with the Engineer and the City Forester at least 48 hours prior to completing the work. The Contractor shall use compressed air, or other methods as approved by the Engineer and City Forester, to excavate an area

with an approximate maximum radius of 8 ft. around the identified trees, as measured from the root flare. The City Forester will determine the final limits in the field. Mechanical equipment or hydro-excavating shall not be used.

During the compressed air excavation, the Contractor shall provide appropriate screening and/or a vacuum to prevent soil and debris from being thrown beyond the project limits or on to private property. If debris is not properly contained, the Contractor shall clean up and remove the debris from all affected areas. Any damages to property resulting from the debris or any necessary clean-up efforts shall be remedied by the Contractor at Contractor's expense.

All excavation work shall be completed in a manner to prevent damage to the tree roots. Any damage to the roots or trees will be addressed per Section 107.13 of the Standard Specifications.

Once the roots are exposed, The Contractor shall coordinate with the City Forester and the Construction Engineer to inspect the tree roots and to determine the appropriate limits and methods of the work to be completed around the tree in order to not significantly affect the health of the trees.

Upon completion of the inspection, the Contractor shall immediately backfill the exposed root areas, which shall be completed the same day as the excavation. In areas under the roadway, the Contractor shall use select fill or, if graded appropriately, the necessary base material, as identified on the plans and details, may be placed and paid under the appropriate bid item(s). Topsoil shall be placed in the area around the tree that will not be under the roadway, which shall be paid under the topsoil bid item. If directed by the City Forester, the Contractor shall water the area around the investigated tree. Any necessary watering is included with this bid item.

METHOD OF MEASUREMENT

Tree Root Investigation will be measured by Each tree location excavated, investigated, and backfilled.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for all work, equipment, labor, and incidentals necessary to complete this item of work.

BID ITEM 90002 – MAINTAIN DRIVEWAY ACCESS

DESCRIPTION

Maintain Driveway Access shall consist of all work, materials and incidentals necessary to maintain access to the driveways of properties identified on the plans, as identified in the special provisions, or as directed by the Engineer. The Contractor shall maintain access at the identified locations at all times and for the duration of the project. This work may involve constructing temporary accesses using materials approved by the Engineer, using steel plates, limiting the size of the work areas around and within the driveways, or using high early strength concrete. Maintaining access may also involve performing work outside of scheduled work hours or outside of the Contractor's planned phasing of the project, if approved or directed by the Engineer.

If constructing a temporary access, the Contractor shall ensure that proper drainage is maintained while the temporary access is in use, which includes grading of the temporary access and installation of temporary culverts or piping, as necessary. This item also includes removal of any temporary materials along with any necessary restoration of the area disturbed by the temporary access.

METHOD OF MEASUREMENT

Maintain Driveway Access will be measured by Each location acceptably completed.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid for at the contract unit price for all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90030 – SCREEN TREATMENT DEVICE – TYPE B

Work under this item shall include all necessary work, materials, and incidentals to construct the SCREEN TREATMENT DEVICE –TYPE B per Standard Detail Drawing 5.7.39c and 5.7.39d.

All rebar shall be epoxy coated. Any exposed steel shall be touched up or recoated prior to installation.

Concrete collars or Kor n Seal may be used for any RCP connections to SAS storm structures.

METHOD OF MEASUREMENT

SCREEN TREATMENT DEVICE –TYPE B shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

SCREEN TREATMENT DEVICE –TYPE B 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 90031 – RECONSTRUCT CATCH BASIN TO SAS CASTING

DESCRIPTION

Existing AS 4157-028 (T-3), at Baltzell St and Gregory St, is called out on plans and schedule with the note “reconstruct catchbasin with SAS casting.”

Work under this item shall include removing the roof and any adjustment from an existing CATCH BASIN, lowering the walls up to 12 inches, constructing a new roof, to accommodate two (2) 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.

METHOD OF MEASUREMENT

Reconstruct CATCH BASIN shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

Reconstruct CATCH BASIN 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.

SHEET NO. _____

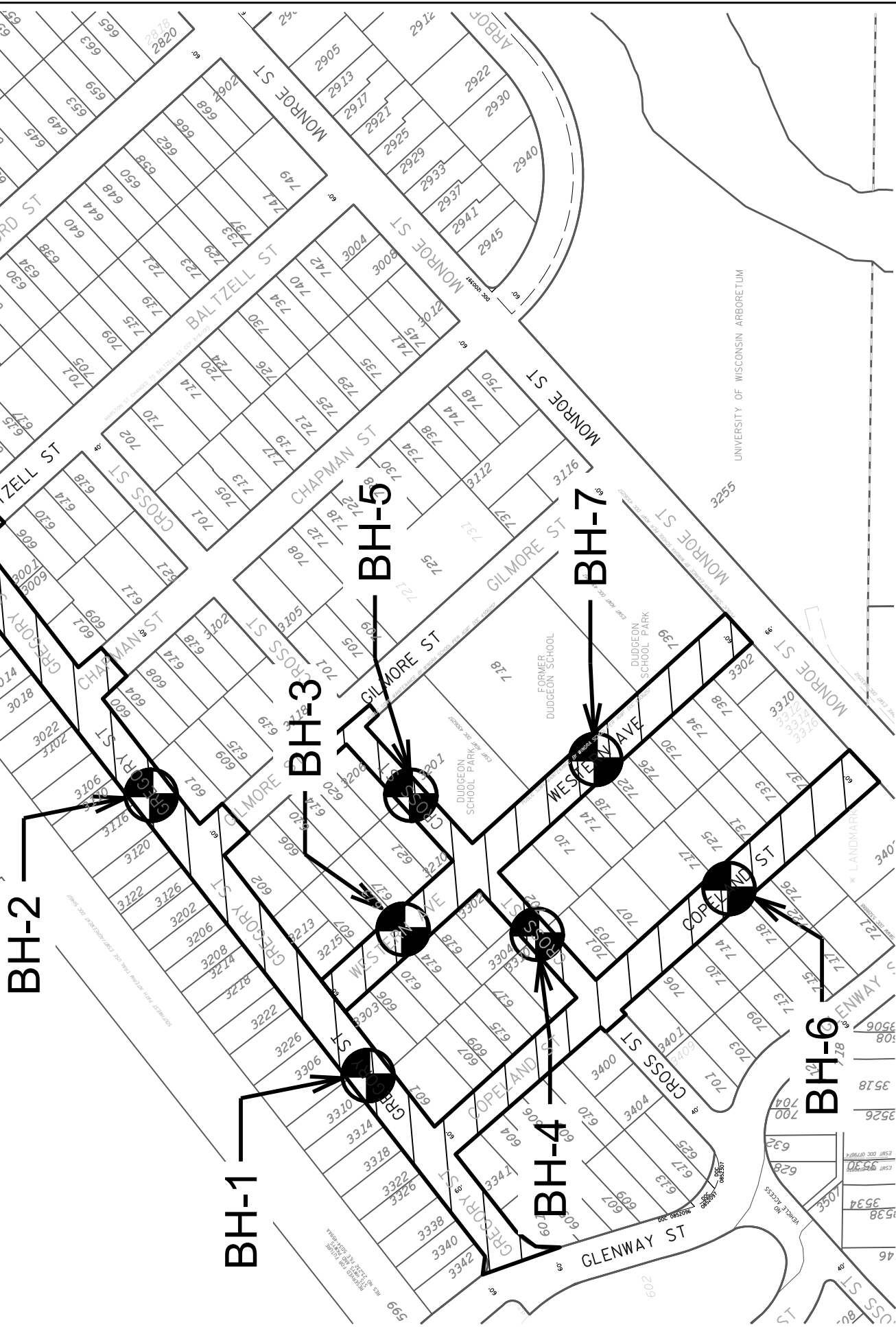
GREGORY, COPELAND, CROSS, WESTERN

PLAN

CITY OF MADISON

200 SCALE

ALL BORINGS TO 15 FT. DEPTH AT OR NEAR CENTERLINE



PLANT NAME: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

NOTES

1. The boundary lines between different soil strata, as shown on the Boring Log Records, are approximate and may be gradual.
2. The boring field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Boring Log Records contains the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the boring field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Boring Log Records.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Boring Log Records should not be separated.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

q_p = Penetrometer reading, ^{ton}/_{ft²}


RELATIVE MOISTURE TERMS AT TIME OF SAMPLING


Frozen or F = Frozen material
 Dry = Dusty, dry to touch, absence of moisture
 Moist or M = Damp to touch, no visible water
 Wet or W = Visible free water


DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

SAMPLER TYPE LEGEND

 Grab sample

 2-inch-outside-diameter, split-barrel sampler

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

NOTES AND LEGEND RECORD
 Gregory, Copeland, Cross, Western
 City of Madison, Dane County, Wisconsin

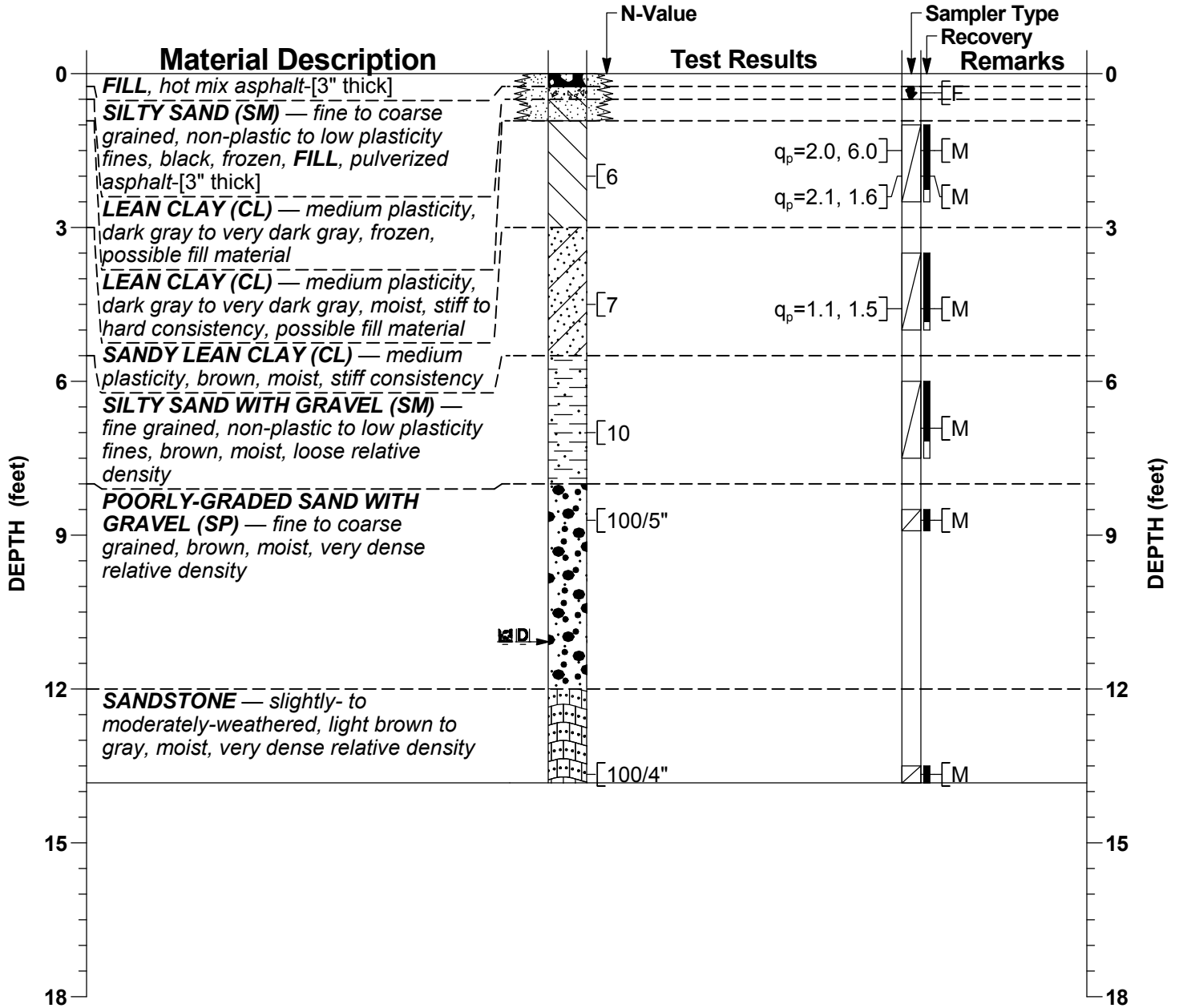
13300.37

General Location:

Gregory Street: 7 feet north of the south pavement edge, 23 feet east of the property line between Lots 3306 and 3310

Boring BH-1

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 13'-10"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
□ 11'-1" Dry at completion	■ 0'-0" to 0'-11" Frozen
	■ 11'-1" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: Cold Mix Asphalt Patching Compound

BACKFILL: Inches Of Base Coarse, Auger Cuttings, Bentonite Chips, Caved Soil

The Notes and Legend Record is considered a part of this Boring Log Record.

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
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 City of Madison, Dane County, Wisconsin

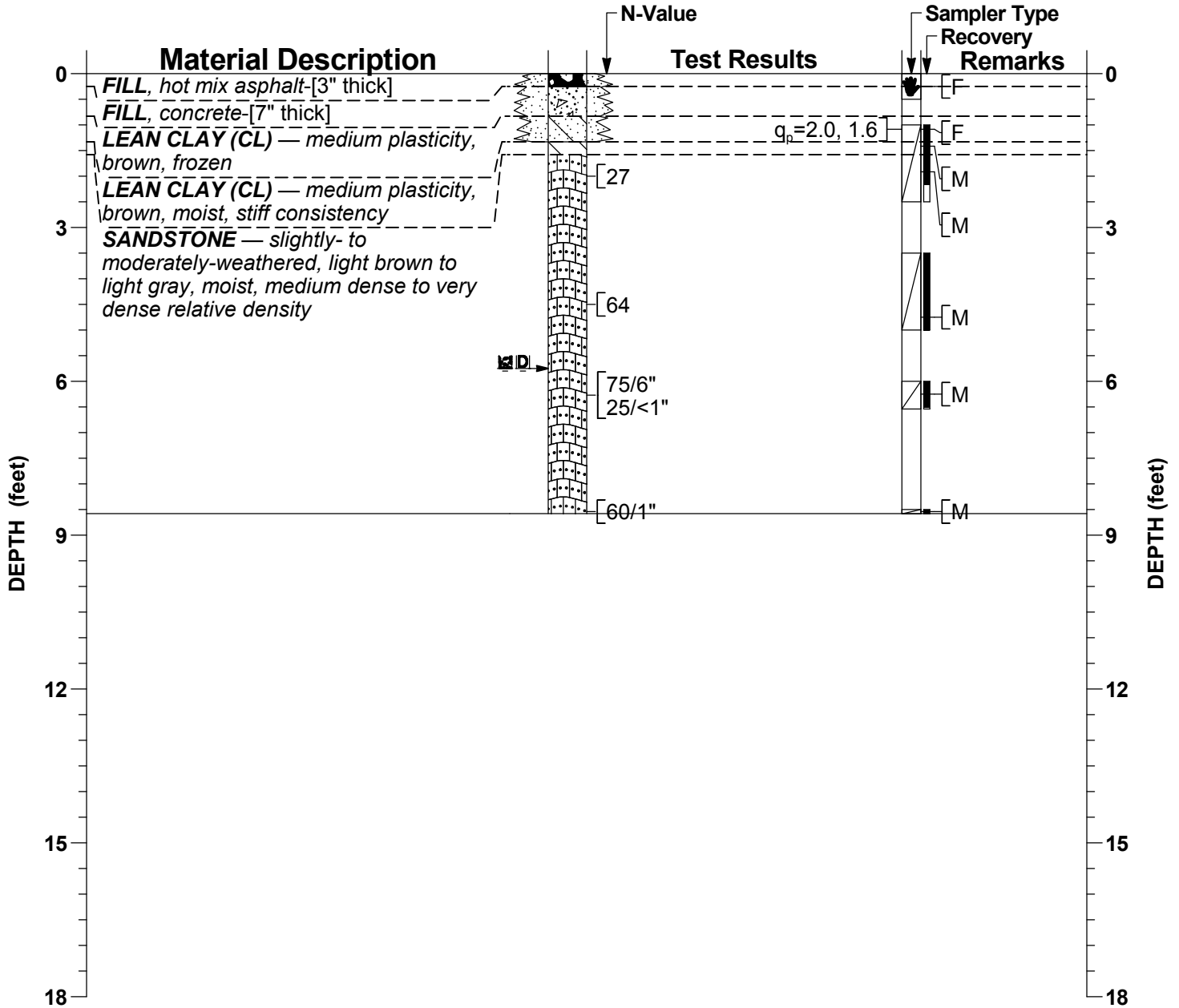
13300.37

General Location:

Gregory Street: 8 feet north of the south pavement edge at property line between Lots 3110 and 3116

Boring BH-2

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 8'-7"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
5'-9" Dry at completion	0'-0" to 1'-4" Frozen
	5'-9" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	10'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: Cold Mix Asphalt Patching Compound

BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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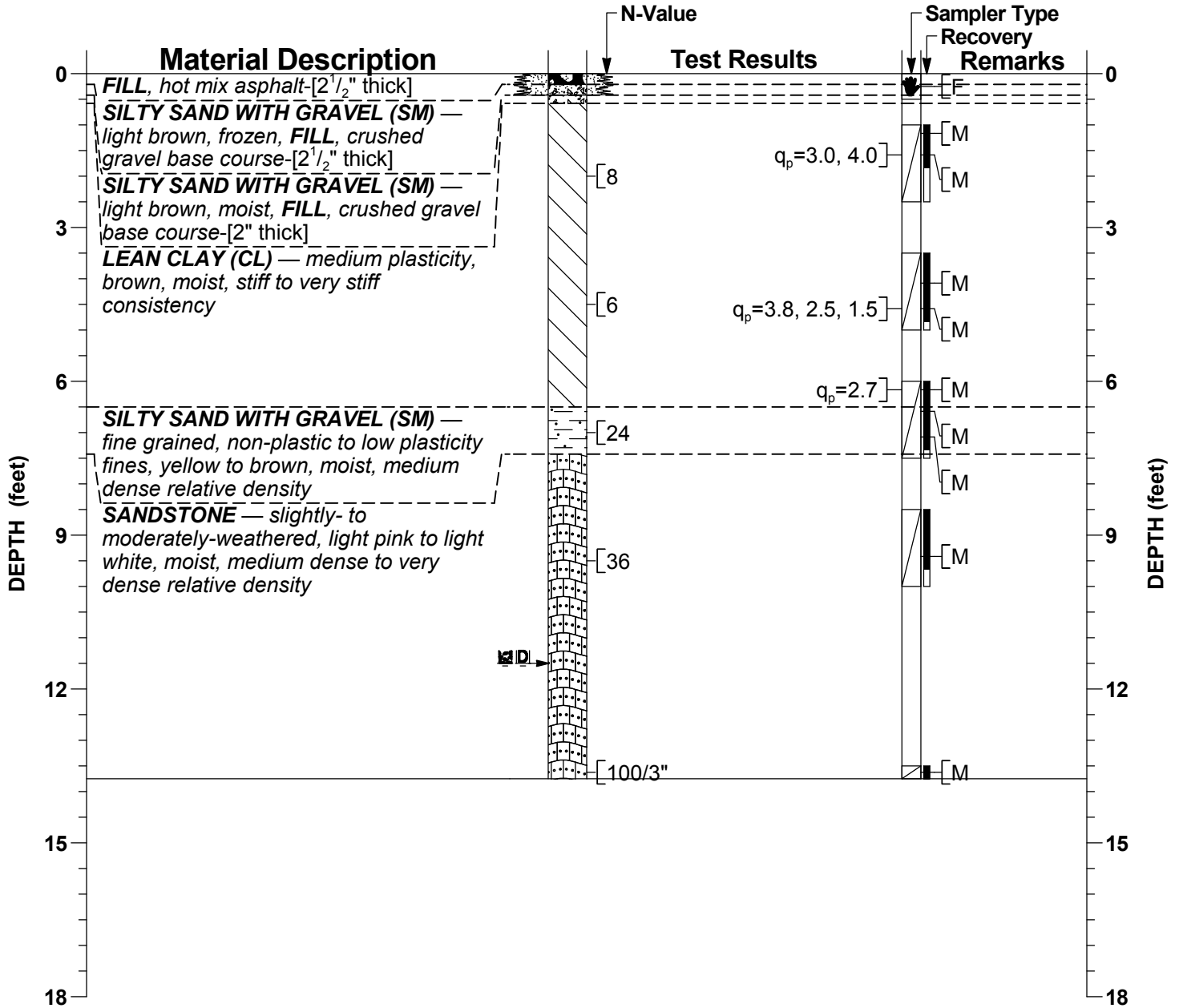
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 Gregory, Copeland, Cross, Western
 City of Madison, Dane County, Wisconsin

13300.37

General Location: **Western Avenue: 2 feet south of the property line between Lots 610 and 614, 13.5 feet west of the back of the east curb**

Boring BH-3

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 13'-9"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/16/2019	DATE COMPLETED: 12/16/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
□ 11'-6" Dry at completion	■ 0'-0" to 0'-5" Frozen
	■ 11'-6" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	13'-9"	6.3"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: Cold Mix Asphalt Patching Compound

BACKFILL: Inches Of Base Coarse, Auger Cuttings, Bentonite Chips, Caved Soil

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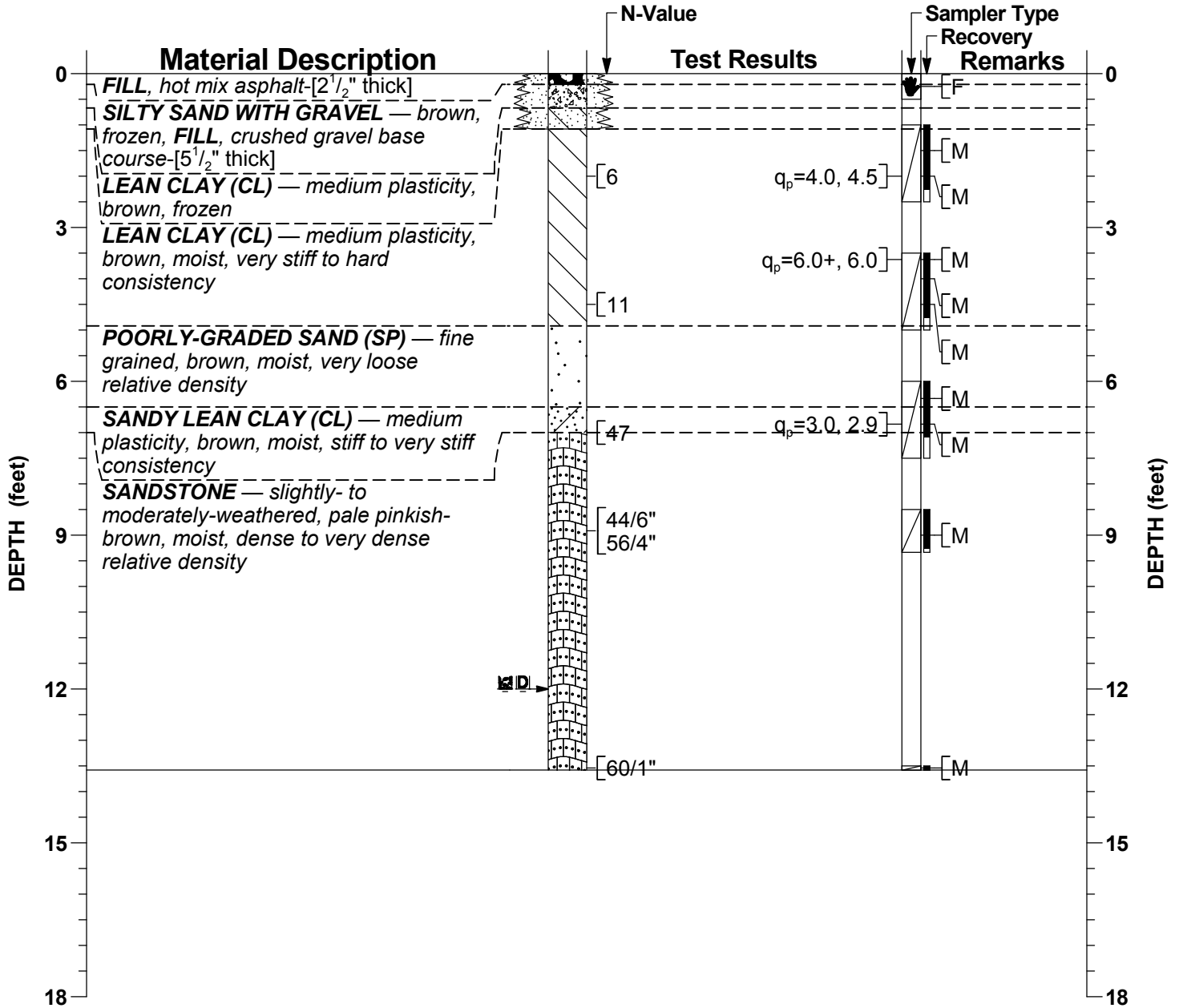
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 City of Madison, Dane County, Wisconsin

13300.37

General Location: **Cross Street: 6 feet north of the back of the south curb, 2.5 feet west of the property line between Lots 3302 and 3304**

Boring BH-4

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 13'-7"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
<p>□ 12'-0" Dry at completion</p>	<p>■ 0'-0" to 1'-1" Frozen</p> <p>■ 12'-0" Caved at completion</p>

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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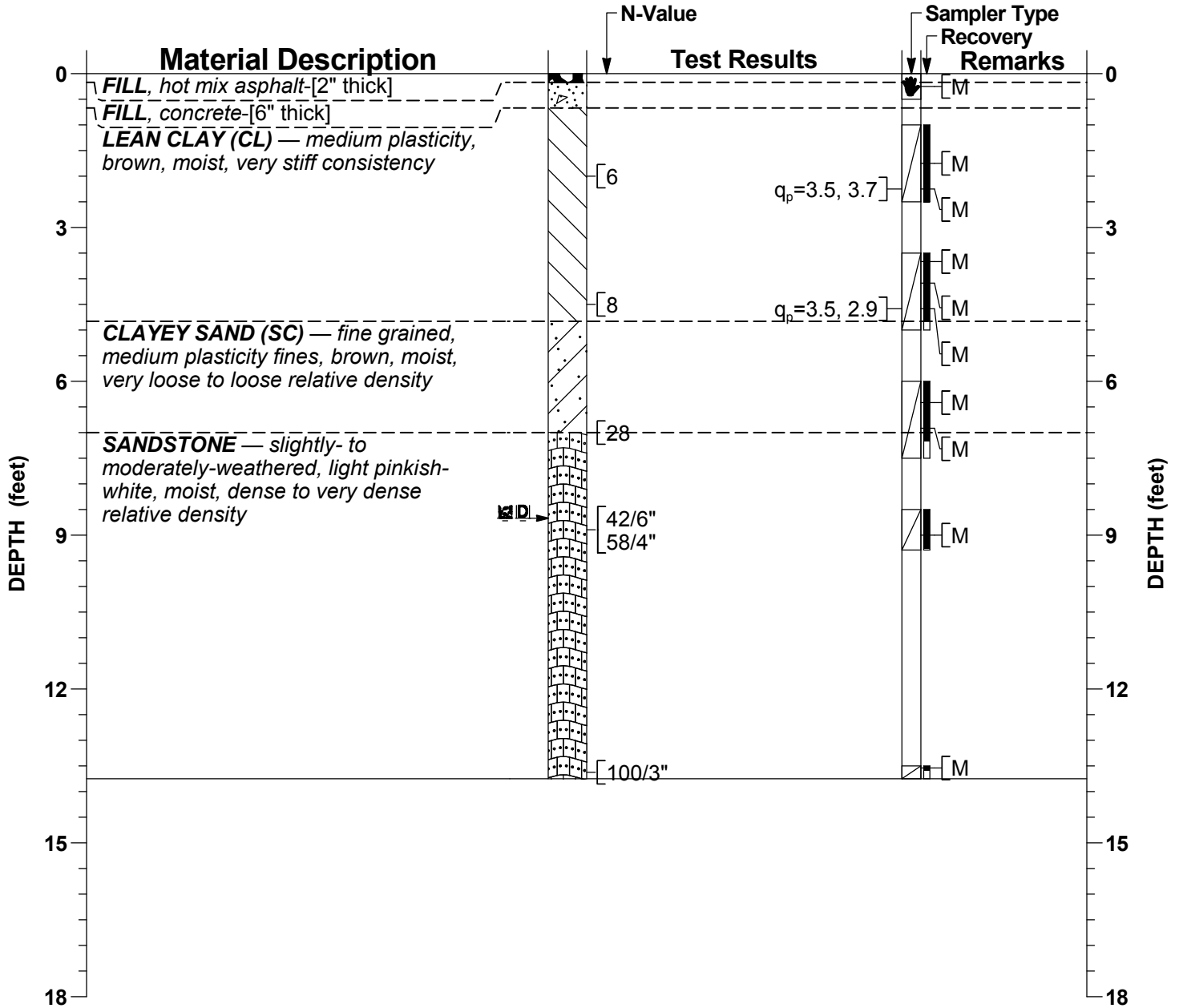
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 City of Madison, Dane County, Wisconsin

13300.37

General Location: **Cross Street: 6.5 feet north of the back of the south curb, 117 feet west of Gilmore Street**

Boring BH-5

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 13'-9"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/16/2019	DATE COMPLETED: 12/16/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
8'-8" Dry at completion	8'-8" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	13'-9"	6.3"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Inches Of Base Coarse, Auger Cuttings, Bentonite Chips, Caved Soil

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BORING LOG RECORD
 Gregory, Copeland, Cross, Western
 City of Madison, Dane County, Wisconsin

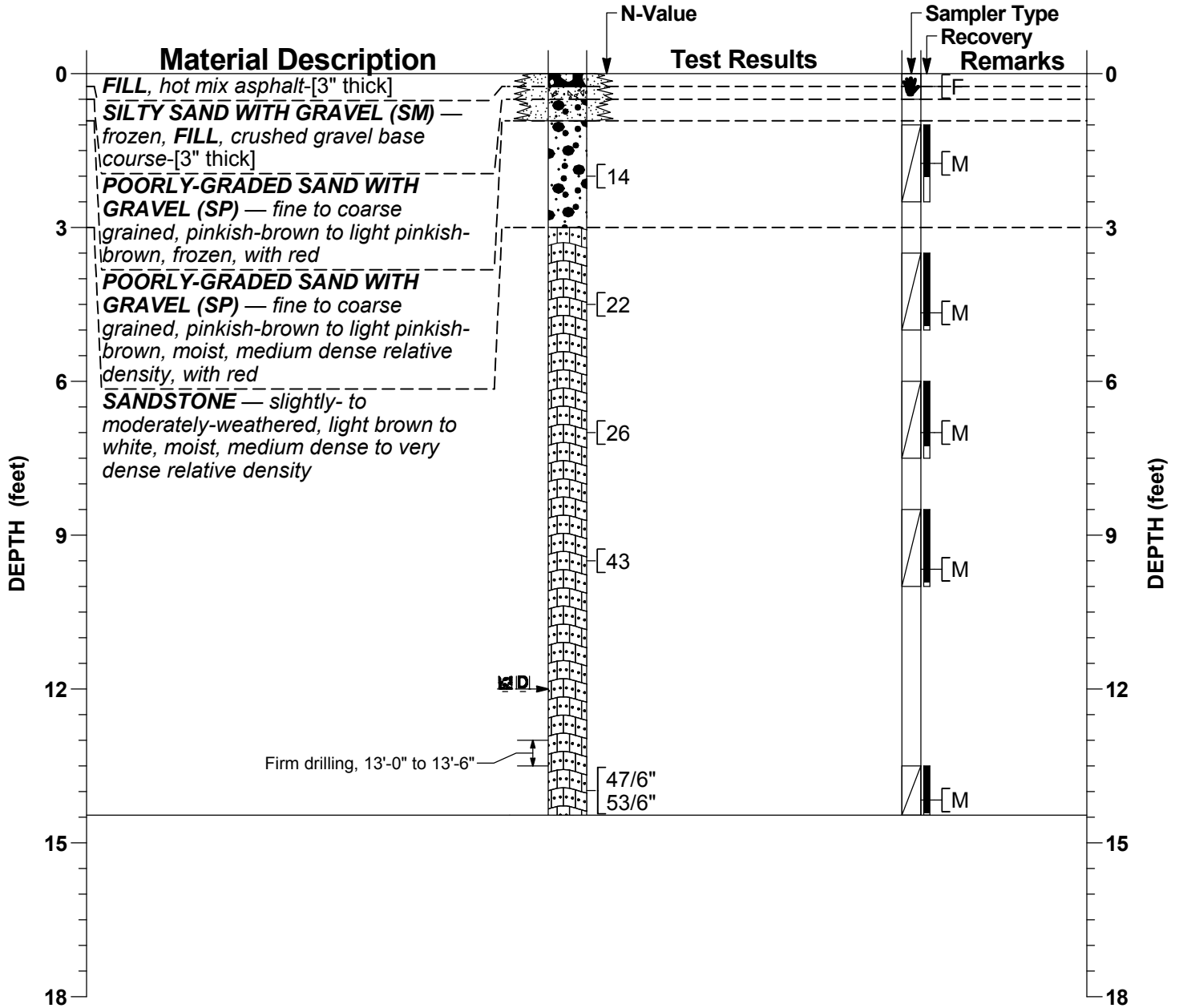
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General Location:

Copeland Street: 5.5 feet west of the east pavement edge, 17 feet north of the property line between Lots 712 and 718

Boring BH-6

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 14'-5 1/2"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
□ 12'-0" Dry at completion	■ 0'-0" to 0'-11" Frozen
	■ 12'-0" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: Cold Mix Asphalt Patching Compound

BACKFILL: Inches Of Base Coarse, Auger Cuttings, Bentonite Chips, Caved Soil

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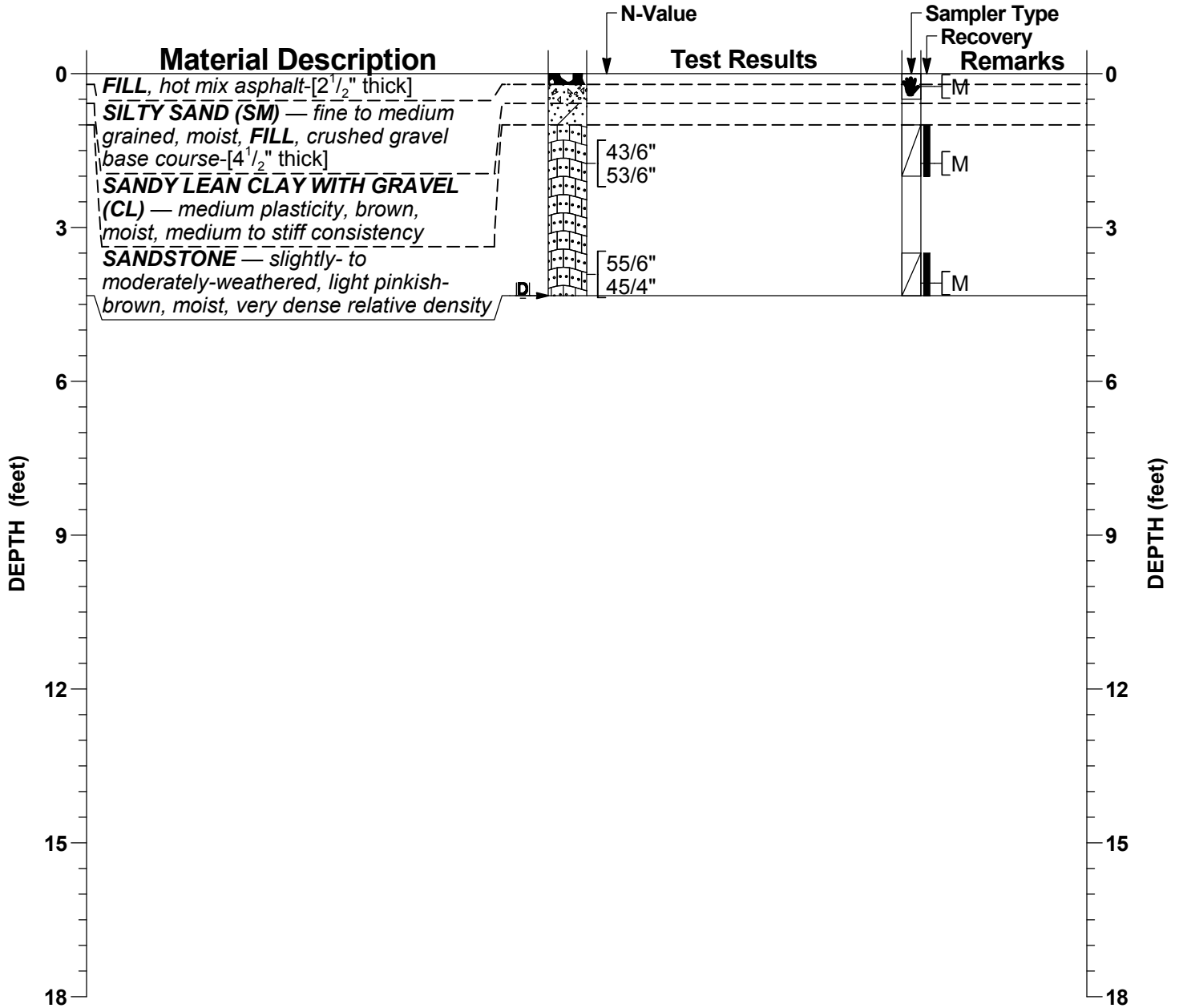
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 City of Madison, Dane County, Wisconsin

13300.37

General Location: **Western Avenue: 3 feet south of the property line between Lots 718 and 722, 12.5 feet west of the back of the east curb**

Boring BH-7

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 28	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 4'-4"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/16/2019	DATE COMPLETED: 12/16/2019



WATER LEVEL LEGEND	
	4'-4" Dry at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	4'-4"	6.3"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Base Course, Auger Cuttings

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BORING LOG RECORD
 Gregory, Copeland, Cross, Western
 City of Madison, Dane County, Wisconsin

13300.37

SECTION E: BIDDERS ACKNOWLEDGEMENT

GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8501

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 - 2020 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

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8501**

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8501

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 Twenty 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:

GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8501

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 ten thousand dollars (\$10,000), 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.

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN
AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8501**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

		Company Name	
_____	Date	_____	Date
Witness		President	
_____	Date	_____	Date
Witness		Secretary	

CITY OF MADISON, WISCONSIN

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

Approved as to form:

_____	Date	_____	Date
Finance Director		City Attorney	
_____	Date	_____	Date
Witness		Mayor	
_____	Date	_____	Date
Witness		City Clerk	

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:

**GREGORY STREET, CROSS STREET, COPELAND STREET AND WESTERN
AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8501**

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