

BID OF _____

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CORPORATE DRIVE GREENWAY

CONTRACT NO. 7980

PROJECT NO. 10986

MUNIS NO. 10986

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>

**CORPORATE DRIVE GREENWAY
CONTRACT NO. 7980**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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



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

RFP: scs

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:	CORPORATE DRIVE GREENWAY
CONTRACT NO.:	7980
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	6-9-2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	6-9-2017
BID SUBMISSION (1:00 P.M.)	6-16-2017
BID OPEN (1:30 P.M.)	6-16-2017
PUBLISHED IN WSJ	6-2-2017 & 6-9-2017

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**CORPORATE DRIVE GREENWAY
CONTRACT NO. 7980**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title
_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**CORPORATE DRIVE GREENWAY
CONTRACT NO. 7980**

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

CORPORATE DRIVE GREENWAY CONTRACT NO. 7980

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

SECTION 104 SCOPE OF WORK

This contract and associated plan set describes the work necessary to reconfigure approximately 465 linear feet of channel. This project will convert an existing shallow channel, which is currently clogged with sediment, into a channel with a permanent water depth of approximately 3.5 feet.

SECTION 104.4 INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. If the actual quantities vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction, no additional compensation shall be given for increasing or decreasing quantities.

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

This project will take place adjacent to the Madison Metro East Transfer Point. At no time shall the project traffic impede or deter bus traffic. The Contractor shall only park vehicles, stage equipment, and store materials within the laydown area shown on Sheet 1.

Madison Metro and City Engineering will be replacing the drive apron to the East Transfer Point this summer. It is anticipated that this work will occur prior to the start of this contract; however, if the apron replacement is delayed, the Contractor shall accommodate this work. Apron replacement will require buses to use Corporate Drive as a bus stop. No channel work shall occur during apron replacement.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, 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 address all requirements of this section of the Special Provisions. The contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The contractor shall not start work on this project until the Traffic Engineering Division has approved

a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

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 Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

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

The contractor shall notify (48 hour minimum notice) all residents within the construction limits of this project if the vehicular access is to be cut off to their property.

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

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The Contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 8 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a minimum of 8 days after the landscaping is completed. If the street is opened before the installation of permanent signing & marking the contractor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

West Corporate Dr may be closed to through traffic within the project limits for the duration of the project. Emergency vehicle access to all properties shall be maintained at all times.

Two (2) changeable message boards shall be installed a minimum of 7 days prior to the closing of West Corporate Dr, one at each end of the project at an appropriate location to notify drivers of the upcoming closure.

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

Contact Mark Winter, Traffic Engineering Division, 266-6543, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING A STREET

The Contractor shall give the Traffic Engineer (266-6543) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of removal of any existing signs. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

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

SECTION 108.2 PERMITS

The following permits are required (and have been applied for by the City) for this project:

- Wisconsin Department of Natural Resources, Chapter 30 Permit (Permit attached to these Special Provisions)
- Army Corps of Engineers General Permit (Permit attached to these Special Provisions)
- Wisconsin Department of Natural Resources Construction Storm Water Erosion Control Permit (NOI/WRAPP)
- City of Madison Erosion Control and Stormwater Management Permit

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Dewatering

All permit costs shall be included in the Mobilization bid item for the contract.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit stipulates that any equipment or materials that may be in contact with invasive or exotic species must be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

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

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **August 14, 2017**, or as soon as the contract has been fully executed. 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 (contact the Construction Engineer at 266-9091).

The time of completion shall be **November 15, 2017**. The amount of work time available in this contract does not reflect the workload. It is intended to offer the Contractor flexibility in completing the contract. However, once work has started on the project, the Contractor shall work continuously, without project shut-downs, to complete the work.

The Contractor shall limit the workdays from 7:00 a.m. to 7:00 p.m., unless approved by the Engineer in writing and no work shall be performed on holidays.

SECTION 109.2 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

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

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

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

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

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

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

SECTION 210.1(d) STREET SWEEPING

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER GENERAL

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being

removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

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

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

BID ITEM 10912: MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging is permitted within the Corporate Drive closure limits, and within the upland area of the project limits. The Contractor shall not store equipment or materials in the channel, or on the access road, which is part of the channel, without permission of the Construction Engineer.

The Contractor shall take the necessary precautions to avoid damaging Corporate Drive, including the curb and gutter. A small quantity of curb and gutter replacement has been included in this contract. If the Contractor damages the asphalt, or curb and gutter beyond this quantity, it shall be replaced or repaired at no additional cost to the City.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20101: EXCAVATION CUT

DESCRIPTION

Work under this item shall include all materials, equipment, labor, and incidental necessary to excavate all material from the channel as shown on the plan set.

The existing channel has various layers of material, as shown on Sheet 3. A limestone riprap base was placed in the bed of the channel in 1995. The surface of the limestone varies between elevations 846 and 845. The limestone is approximately 1.5 feet thick and 15-20 feet wide. Since placement of the riprap, sediment has accumulated in the channel, and vegetative material is growing on that sediment layer.

Per Wisconsin DNR dredging regulations, the accumulated sediment shall be segregated and disposed of separately from the other material. Bid Item 90031 shall be used to pay for the hauling and placement of the sediment. Management and payment for all excavated materials is defined below.

Total excavation quantity for this project is:

- 2,150 cubic yards

During excavation, the material shall be segregated into three categories:

- **Vegetative Material** is comprised of the significant amount of cattails, reed canary grass, and other weedy material present in the channel. To the extent practicable, this material shall be segregated from the underlying silt. Once excavated, it shall be the responsibility of the Contractor to remove this material from the site and dispose of it in an appropriate location. Excavation, segregation, transport, and disposal of this material shall be included in this bid item.

Estimated Quantity: 50 cubic yards

- **Sediment Above Existing Riprap** is comprised of material that has accumulated in the channel above the existing riprap base. This material shall be segregated and transported to the Madison Metropolitan Sewerage District drying beds. The Contractor may use the existing riprap as a delineator for material segregation. Excavation and segregation of this material shall be included in this bid item. Transport to and placement at the MMSD drying beds shall be paid via Bid Item 90031.

Estimated Quantity: 320 cubic yards

- **Riprap and General Excavation Cut** includes the remaining material not identified in the previous paragraphs. The existing limestone riprap was placed in the channel in 1995. The top elevation of the riprap varies between elevations 846 and 845. The riprap is approximately 1.5 feet thick and varies between 15 and 20 feet wide. Only riprap within the lines and grades shown in the plan set shall be removed. Excavation, hauling, and disposal of the existing riprap base and all other material necessary to achieve the lines and grades shown on the plan set shall be paid via this bid item. Some of this material will be saturated. The Contractor shall haul all saturated material in water tight trucks.

Estimated Quantity: 1780 cubic yards

METHOD OF MEASUREMENT

Excavation Cut shall be measured per Cubic Yard, based on Plan Quantity without measurement thereof. The Plan Quantity for all excavation quantities was determined using the average end area method, based on 25 foot cross-sections and includes the quantity necessary for constructing the boulder retaining wall.

BASIS OF PAYMENT

Excavation Cut shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20226: LIGHT RIPRAP – GLACIAL FIELD STONE

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an average stone size of 9 inches. Light Riprap – Glacial Field Stone will be used to stabilize the smaller storm outfalls into the greenway and the box culvert outfall.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately. The filter fabric shall be placed in a manner that prevents excess material from extending beyond the stone.

METHOD OF MEASUREMENT

Light Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

BASIS OF PAYMENT

Light Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

BID ITEM 20228: MEDIUM RIPRAP – GLACIAL FIELD STONE

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an average stone size of 12 inches. Medium Riprap – Glacial Field Stone will be used to stabilize the 36 inch storm outfall into the channel.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. The stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid separately. The filter fabric shall be placed in a manner that prevents excess material from extending beyond the stone.

METHOD OF MEASUREMENT

Medium Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

BASIS OF PAYMENT

Medium Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

BID ITEM 30451: BOULDER RETAINING WALL

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals necessary to provide and construct a boulder retaining wall as shown in the plan set and in the Standard Detail Drawing 2.08.

The retaining wall shall be constructed with glacial field stone that varies in diameter from 30 inches to 12 inches.

Provision and placement of the filter fabric shall be paid separately. Excavation necessary to construct the retaining wall shall be paid separately.

METHOD OF MEASUREMENT

Boulder Retaining Wall shall be measured per Square Foot as measured along the face of the wall, placed and accepted. Measurement shall include the buried portion of the stone as well.

BASIS OF PAYMENT

Boulder Retaining Wall shall be measured as provided above and shall be paid at the contract price, which shall be considered full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as described above.

BID ITEM 90030: STORM/STREAM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control wet and dry weather flow in the channel and from the adjacent storm sewers. The Contractor shall expect water to be present in the box culverts and channel at all times. This channel drains a watershed of approximately 900 acres, and even small rain events will result in significant flows in the channel.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum.

BASIS OF PAYMENT

Storm Control shall be paid at the contract unit price, which shall be considered full compensation for all work as provided in the description.

BID ITEM 90031: SEDIMENT HAULING AND PLACEMENT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to transport sediment segregated from the channel excavation, and generated during the cleaning of the Milwaukee Street box culverts, to the MMSD drying beds, and appropriately place the material at that location. The MMSD drying beds are located southeast of the MMSD treatment facility, off Moorland Road. The Project Engineer shall be notified 48 hours prior to hauling the first truck of material to MMSD. The Contractor shall coordinate access to the drying beds and placement of the material with MMSD. All material shall be placed at the direction of, and to the specifications required by MMSD. Upon completion of the dredging, and acceptance by MMSD and the City, the material will become the responsibility of the City. The City will complete the dewatering and transfer the material to the appropriate disposal site. The Contractor shall coordinate hauling operations with Paul Nehm, of MMSD. Mr. Nehm can be reached at (608) 222-1201 ext 252 or pauln@madsewer.org.

The Contractor shall haul all material in water-tight trucks.

Excavation and segregation of accumulated sediment from the channel shall be paid via Bid Item 20101. Cleaning the box culverts that connect Eastmorland Park and the Corporate Drive channel shall be paid via Bid Item 90032.

METHOD OF MEASUREMENT

Sediment Hauling and Placement shall be paid per Cubic Yard of material removed from Monona Bay. This item shall be measured per Plan Quantity, without measurement thereof. The Plan Quantity for the channel sediment was determined using average end area based on 25 foot cross-sections. The Plan Quantity for the material generated from the box culvert cleaning was determined by using an estimated sediment depth of 2 feet throughout both culverts.

BASIS OF PAYMENT

Sediment Hauling and Placement shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work provided in this description.

BID ITEM 90032: CLEAN MILWAUKEE STREET BOX CULVERTS

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to remove accumulated sediment from the two, 8' x 5' box culverts, located beneath Milwaukee Street, that connect Eastmorland Park and the Corporate Drive channel. Each box culvert is approximately 270 feet in length, for a total of 540 linear feet.

The Contractor shall choose an appropriate method for sediment removal, which may include equipment and/or hand tools. The Contractor shall assure that all personnel working on this item have appropriate safety training for the operation, including Occupational Safety and Health Administration (OSHA) confined space entry training. The Contractor shall supply all necessary safety equipment, including gas monitors, to complete this work.

Prior to cleaning the box culverts, the Contractor may over-excavate the channel at culvert outlet, in order to catch this material, if they choose. No additional compensation will be paid for over-excavation.

Prior to cleaning the box culverts, the Contractor shall install a turbidity barrier immediately downstream of the culverts. Turbidity barrier provision, placement, maintenance, and removal shall be paid via Bid Item 21093.

All material generated during the box culvert cleaning shall be segregated and removed from the channel. This material shall be transported to the MMSD drying beds. Payment for the hauling and placement of the material at MMSD shall be paid via Bid Item 90031.

It is estimated that approximately 2 feet of sediment has accumulated within the box culverts, totally approximately 200 cubic yards.

Culvert cleaning will be inspected by the City of Madison sewer televising equipment. The culverts shall be free of any material that may impede flow.

METHOD OF MEASUREMENT

Clean Milwaukee Street Box Culverts shall be paid per Linear Feet of culvert as measured in the field, either by tape measure, or by City of Madison televising equipment.

BASIS OF PAYMENT

Clean Milwaukee Street Box Culverts shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work provided in this description.

BID ITEM 90033: SEEDING – NO MOW TURF

DESCRIPTION

Work under this bid item includes provision and placement of No Mow Turf Seed Mix as shown on Sheet 2. Seed shall be applied in accordance with Article 207.2 of the Standard Specifications.

All work shall be completed in accordance with Article 207 of the Standard Specifications. Erosion matting shall be placed in accordance with Sheet 2 and shall be paid separately.

METHOD OF MEASUREMENT

Seeding – No Mow Turf shall be measured per Square Yard of seed provided and place in the field.

BASIS OF PAYMENT

Seeding – No Mow Turf shall be measured as provided above and shall be paid at the contract unit price, which shall be considered full compensation for the work described above.

BID ITEM 90034: GALVANIZED STEEL RAILING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to install guard rails within the existing box culvert wing walls, at both the upstream and downstream end of the channel. The railing shall be installed at the grades and dimensions shown on Sheet 4.

The guard rail shall consist of the following:

- 2.5 inch O.D., Schedule 40, galvanized steel horizontal railings and vertical posts
- Type 3 welded connections
- Coring and placing a 3.5 inch O.D., Schedule 40, galvanized steel sleeve within the existing box culvert wing walls

The railings shall be placed parallel to the wing wall structure.

METHOD OF MEASUREMENT

Galvanized Steel Railing shall be measured per Linear Foot of railing installed.

BASIS OF PAYMENT

Galvanized Steel Railing shall be measured as described above and paid at the contract unit price, which shall be full compensation for providing, placing, maintaining, and removing the fencing.



November 10, 2016

IP-SC-2016-13-03433

City of Madison Engineering Division
Robert Phillips
210 MLK Jr. Blvd, Room 115
Madison, WI 53703

Dear Mr. Phillips:

The Department of Natural Resources has completed its review of your application for a permit to remove materials from the bed of Starkweather Creek, in the City of Madison, Dane County. You will be pleased to know your application is approved.

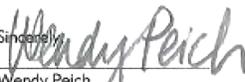
I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

For project details, maps, and plans related to this decision, please see application number WP-IP-SC-2016-13-X09-13T12-47-31 on the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx>.

If you have any questions about your permit, please call me at (608) 275-3481 or email wendy.peich@wisconsin.gov.

Sincerely,

Wendy Peich
Water Management Specialist

cc: Kerrie Hauser, Project Manager, (651) 290-5903, U.S. Army Corps of Engineers
Conservation Warden

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Dredging PERMIT
IP-SC-2016-13-03433**

The City of Madison is hereby granted under Section 30.20(2), Wisconsin Statutes, a permit to remove materials from the bed of Starkweather Creek, in the City of Madison, Dane County, also described as being in the SW1/4 of the NW1/4 of Section 4, Township 7 North, Range 10 East, subject to the following conditions:

PERMIT

1. You must notify Wendy Peich at phone (608) 275-3481 or email wendy.peich@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described on or before 11/11/2019. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days**.

FINDINGS OF FACT

1. The City of Madison has filed an application for a permit to remove materials from the bed of Starkweather Creek, in the City of Madison, Dane County, also described as being in the SW1/4 of the NW1/4 of Section 4, Township 7 North, Range 10 East.
2. The City of Madison Engineering Division is proposing a project to dredge and reshape approximately 450 linear feet of storm water channel within the East Starkweather – Milwaukee Greenway: Milwaukee Street Section, also known as the Corporate Drive Greenway. The proposed project will clean the box culverts beneath Milwaukee Street and West Corporate Drive, as well as dredge and regrade the channel. The riprap bottom will be removed and will not be replaced, leaving the channel with an earthen bottom. A plunge pool lined with glacial field stone will be constructed at the upstream end of the

channel to concentrate sediment accumulation. A total of 2000 cubic yards of material will be removed from the site. Excavated material will be managed in accordance with DNR requirements.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. Starkweather Creek is a navigable water (and no bulkhead exists at the project site.)
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an integrated analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 30.20(2), Wisconsin Statutes and Chapters NR 102, 103, 328, 329, 341, 343, 345 and 347 of the Wisconsin Administrative Code.
9. The structure or deposit will not materially obstruct navigation, will not be detrimental to the public interest and will not materially reduce the flood flow capacity of a stream.
10. The activity will not cause environmental pollution as defined in s. 299.01(4).
11. The proposal complies with all of the laws relating to platting of land and sanitation.
12. No material injury will result to the riparian rights of any riparian owners of real property that abuts any water body that is affected by the activity.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the

appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats.;
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at South Central Region Headquarters, Wisconsin on 11/10/2016.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

For the Secretary

By  _____
Wendy Peich
Water Management Specialist



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

REPLY TO ATTENTION OF
REGULATORY BRANCH

February 23, 2017

Regulatory File No. MVP-2014-03710-KJH

Sally Swenson
City of Madison – Engineering Division
210 MLK Jr. Blvd, Room 115
Madison, Wisconsin 53703

Dear Ms. Swenson:

This letter concerns your request for Department of the Army authorization to discharge dredged and fill material within 0.08 acre of Starkweather Creek and in 0.215 acre of riparian wetlands for the restoration of the Corporate Drive Greenway (WDNR Number: IP-SC-2016-13-03433). The project will include the removal of approximately 2000 cubic yards of accumulated sediment, the construction of a plunge pool at the upstream end of the channel, the construction of a 10 foot floodplain/access road, and the reshaping of 450 linear feet of stream banks. The project site is in Section 4, Township 7 North, Range 10 East, Dane County, Wisconsin.

This work is authorized by Department of the Army General Permit (GP-002-WI) for Aquatic Habitat Restoration (Category 2.a.12) provided the enclosed conditions are followed and you obtain confirmation that Clean Water Act Section 401 water quality certification (WQC) has been granted or waived for the project by the Wisconsin Department of Natural Resources (WDNR). All GP-002-WI authorizations are provisional and require you obtain confirmation of WQC from the WDNR.

If your project will require off-site fill material that is not obtained from a licensed commercial facility, you must notify us at least five working days before start of work. A cultural resources survey may be required if a licensed commercial facility is not used.

This General Permit is valid until July 14, 2021, unless reissued, or revoked. In general, the time limit for completing work ends on that date. For additional information regarding the time limit for completing work, please review GP-002-WI General Condition 1. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures. It is also your responsibility to obtain all required state and local permits and approvals before you proceed with the project.

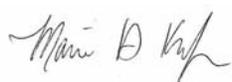
A preliminary jurisdictional determination (JD) has been prepared for the site of your project. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps representative identified in the final paragraph of this letter. You also may provide new information for further consideration by the Corps to reevaluate the JD. If this JD is acceptable, please sign and date both copies of the Preliminary Jurisdictional Determination form and return one copy to the address below within 15 days from the date of this letter.

Regulatory Branch (File No. MVP-2014-03710-KJH)

U.S. Army Corps of Engineers
St. Paul District
1114 South Oak Street
La Crescent, Minnesota 55947-1338
Attn: Kerrie J. Hauser

If you have any questions, please contact Kerrie J. Hauser in our La Crescent office at (651) 290-5903 or kerrie.j.hauser@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Vesperman", is written over a light gray rectangular background.

for Todd Vesperman
Chief, Southeast Section

Enclosures

Copy electronically furnished to:
WDNR, Wendy Peich Water Management Specialist

GP-002-WI GENERAL AND STANDARD CONDITIONS

GENERAL INFORMATION

In ALL cases, GP-002-WI requires that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable. Also, activities that would adversely affect federal endangered plant or animal species or certain cultural or archaeological resources, or that would impair reserved Native American tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights, are not eligible for authorization under GP-002-WI.

Department of the Army General Conditions:

1. GP-002-WI expires on July 14, 2021. Unless activities authorized under the GP-002-WI issued on July 15, 2016, have commenced construction or are under contract to commence construction by July 14, 2021, the time limit for completing work ends upon the expiration date of GP-002-WI. Activities authorized under GP-002-WI which have commenced construction or are under contract to commence construction by July 14, 2021, will have until July 13, 2022, to complete their activities under the terms and conditions of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.

2. You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting

GP, or abandon it without a good faith transfer; you must obtain a modification of the Corps of Engineers (Corps) authorization, which may require restoration of the area. If you wish to transfer responsibility for project completion or maintenance, please contact this office so we may provide you with the necessary documentation to transfer the authorization.

3. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify the Corps. The Corps will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. You must allow representatives from this office to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of GP-002-WI.

5. If a conditioned water quality certification has been issued for your project by the Wisconsin Department of Natural Resources (WDNR), you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

Further Information:

1. Congressional Authorities: Authorization to undertake the activities described above is pursuant to Section 404 of the

Clean Water Act (33 U.S.C. 1344). Work that requires authorization under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.

2. Limits of this Authorization:

a. GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. GP-002-WI does not grant any property rights or exclusive privileges.

c. GP-002-WI does not authorize any injury to the property or rights of others.

d. GP-002-WI does not authorize interference with any existing or proposed federal project.

3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination by this office

GP-002-WI GENERAL AND STANDARD CONDITIONS

that an activity is not contrary to the public interest will be made in reliance on the information provided by the applicant.

5. Reevaluation of Decision. This office may reevaluate its decision on an authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. The applicant fails to comply with the terms and conditions of this general permit.

b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

A reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.

6. This office may also reevaluate its decision to issue GP-002-WI at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension,

modification, and revocation procedures contained in 33 CFR 325.7.

GP-002-WI Standard Conditions:

1. Discretionary Authority: The Corps retains discretionary authority to require a standard individual permit review of any activity eligible for authorization under GP-002-WI based on concern for the aquatic environment.

2. Federal Trust Responsibility to Indian Tribes: Projects the Corps finds to have potential to affect tribal interests will be coordinated with the appropriate Indian Tribal governments. The Tribe's views and the federal trust responsibility will be considered in the Corps evaluation. Based on treaty rights, no activity or its operation may impair reserved treaty rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

3. Form and Verification of Authorization: Every GP-002-WI authorization that requires submission of an application will be verified in writing by the Corps. Any verification issued may include required special conditions.

4. Case-by-Case Conditions: The authorized activity must comply with any special conditions that may have been added by the Corps or by a state, tribe, or the United States Environmental Protection Agency in its Section 401 Water Quality Certification or consistency determination under the Coastal Zone Management Act. Such conditions will be specifically identified in any Corps authorization.

5. Avoidance and Minimization: Discharges of dredged or fill material into waters of the United States must be avoided and

minimized to the maximum extent practicable.

6. State Water Quality Certification and Coastal Zone Management (CZM) Consistency Determination: GP-002-WI authorizations are provisional and require that the Wisconsin Department of Natural Resources (WDNR) provide confirmation that the activity complies with state water quality certification. A CZM consistency determination may also be required or waived by the Wisconsin Coastal Management Program. If such a condition applies, it will be noted in the Corps authorization letter for the project.

7. Proper Maintenance: Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

8. Erosion and Siltation Controls: Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark must be permanently stabilized at the earliest practicable date. Work should be done in accordance with state-approved published practices. Upon completion of earthwork operations, all exposed slopes, fills, and disturbed areas must be given sufficient protection by appropriate means such as landscaping, or planting and maintaining vegetative cover, to prevent subsequent erosion. Cofferdams shall be constructed and maintained so as to prevent erosion into the water. If earthen material is used for cofferdam construction, sheet piling, riprap or a synthetic cover must be used to prevent dam erosion. All non-biodegradable erosion controls must be removed within two weeks

GP-002-WI GENERAL AND STANDARD CONDITIONS

of site stabilization unless otherwise conditioned in the Corps project confirmation letter.

9. Removal of Temporary Fills:

Any temporary fills, including construction mats, must be removed in their entirety and the affected areas returned to their preexisting elevation. The timeframe for completing this removal shall be:

a. Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);

b. Not later than the timeframe stipulated in our office's verification letter; or

c. Not longer than two weeks from the date the temporary fill was placed in waters of the United States (condition c. applies only if a timeframe is not otherwise established by applying a. or b. above).

10. Federal Threatened and Endangered Species: GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (ESA).

a. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the ESA or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the Corps if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.

b. Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the United States Fish and Wildlife Service (FWS), both lethal and non-lethal takes of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS, WDNR or their internet pages.

11. Historic Properties, Cultural Resources: GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 106 of the National Historic Preservation Act (NHPA). No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places (NRHP) is authorized, until the Corps has complied with the provisions of 33 CFR Part 325, Appendix C. Project sponsors must disclose in the Corps permit application if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the NRHP, and shall not begin the activity until notified by the Corps that the requirements of the NHPA have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office (SHPO) and the NRHP. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately

and the SHPO must be contacted for further instruction.

12. Spawning Areas: Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

13. Obstruction of High Flows: To the maximum extent practicable, discharges must not permanently restrict or impede passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose is to impound waters).

14. Adverse Effects from Impoundments: If the discharge creates an impoundment of water, adverse effects on the aquatic system due to the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

15. Waterfowl Breeding Areas: Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

16. Navigation: No activity may cause more than a minimal adverse effect on navigation.

17. Aquatic Life Movements: No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water.

18. Equipment: Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance. Where temporary construction mats are used, they must be placed in a manner that minimizes the matted area to the minimum necessary to allow safe access to work areas and

GP-002-WI GENERAL AND STANDARD CONDITIONS

operation of equipment. To prevent the introduction of invasive species, all construction mats used shall be cleaned and free of debris (excess soil and plant material) prior to delivery at the project site.

19. Water Quality Standards: All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable federal, state, and local water quality and effluent standards on a continuing basis.

20. Preventive Measures: Measures must be adopted to prevent potential pollutants from entering the watercourse. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a way that allows them to enter the watercourse as a result of spillage, natural runoff, or flooding.

21. Disposal Sites: If dredged or excavated material is placed on an upland disposal site (above the ordinary high-water mark), the site must be securely diked or contained by an acceptable method that prevents the return of potentially polluting materials to the watercourse by surface runoff or by leaching. Construction of containment areas, whether bulkhead or upland disposal site, must be complete prior to the placement of any dredged material.

22. Suitable Fill Material: All fill (including riprap), if authorized under this permit, must consist of suitable material (e.g. no trash, debris, car bodies, asphalt, etc.,) free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). In addition, rock or fill material used for activities dependent upon this permit and obtained by excavation must either be obtained from existing quarries

or, if a new borrow site is opened up to obtain fill material, the State Historic Preservation Office (SHPO) must be notified prior to the use of the new site. Evidence of this consultation with the SHPO will be forwarded to the Corps.

23. Water Intakes/Activities: An investigation must be made to identify water intakes or other activities that may be affected by suspended solids and turbidity increases caused by work in the watercourse. Sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality.

24. Spill Contingency Plan: A contingency plan must be formulated that would be effective in the event of a spill. This requirement is particularly applicable in operations involving the handling of petroleum products. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the state Emergency Management Duty Officer at 1-800-943-0003 and the National Response Center at telephone number 1-800-424-8802.

25. Other Permit Requirements: No GP-002-WI authorization eliminates the need for other local, state or Federal authorizations, including but not limited to National Pollutant Discharge Elimination System or State Disposal System permits.

26. State Section 401 Certification Conditions and Limitations: All GP-002-WI authorizations are provisional, and require individual Section 401 Clean Water Act Water Quality Certification or waiver from the Wisconsin Department of Natural Resources.

27. Wisconsin Coastal Management Program (WCMP) Conditions: The WCMP's Federal consistency determination for GP-002-WI provides that no GP-002-WI authorization for an activity taking place in coastal wetlands identified as ridge and swale complexes and/or wetlands adjacent to the Mink River (Door County), and the Kakagon and Bad Rivers (Ashland County) will be valid unless and until a Federal consistency determination is granted or waived by the WCMP. This requirement therefore is incorporated as a permit condition of GP-002-WI. Project proponents will be notified of this condition in the Corps' GP-002-WI verification letter for projects in these areas.

Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD:

B. NAME AND ADDRESS OF PERSON REQUESTING PJD: Sally Swenson - City of Madison 210 MLK Jr. Blvd Room 115 Madison, WI 53703

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: Corporate Drive Greenway Repair, 2014-03710-KJH

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: Wisconsin County/parish/borough: Dane City: Madison

Center coordinates of site (lat/long in degree decimal format):

Lat.: 43.09862 Long.: -89.32132

Universal Transverse Mercator: 16, X:311104.31, Y:4774429.58

Name of nearest waterbody: Starkweather Creek

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

Office (Desk) Determination. Date: January 4, 2017

Field Determination. Date(s):

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
S1	43.09862	-89.32132	0.08 acre	Stream	Section 404
W1	43.09905	-89.32123	0.22 acre	Wetlands	Section 404

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "*may be*" waters of the U.S. and/or that there "*may be*" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:
Map: R.A. Smith National
- Data sheets prepared/submitted by or on behalf of the PJD requestor.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report. Rationale: _____
- Data sheets prepared by the Corps: _____
- Corps navigable waters' study: _____
- U.S. Geological Survey Hydrologic Atlas: _____
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: WI-MADISON EAST
- Natural Resources Conservation Service Soil Survey. Citation: Dane County
- National wetlands inventory map(s). Cite name: _____
- State/local wetland inventory map(s): WWI
- FEMA/FIRM maps: _____
- 100-year Floodplain Elevation is: _____.(National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date): WDNR Surface Water Data Viewer 2010 & 2015
or Other (Name & Date): Google Earth
- Previous determination(s). File no. and date of response letter: _____
- Other information (please specify): _____

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Lewis A. Hausler February 23, 2017
Signature and date of
Regulatory staff member
completing PJD

Signature and date of
person requesting PJD
(REQUIRED, unless obtaining
the signature is impracticable)¹

¹ Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**CORPORATE DRIVE GREENWAY
CONTRACT NO. 7980**

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

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

SIGNATURE

TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

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

SECTION F: BEST VALUE CONTRACTING

CORPORATE DRIVE GREENWAY CONTRACT NO. 7980

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:

CORPORATE DRIVE GREENWAY CONTRACT NO. 7980

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Seventeen between _____ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted _____, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

CORPORATE DRIVE GREENWAY CONTRACT NO. 7980

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

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**CORPORATE DRIVE GREENWAY
CONTRACT NO. 7980**

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

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
Date	Date
Date	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as _____ principal, _____ and

Company of _____ as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of _____ (\$_____) Dollars, lawful money of the
United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our
respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully
perform all of the terms of the Contract entered into between him/herself and the City of Madison for the
construction of:

**CORPORATE DRIVE GREENWAY
CONTRACT NO. 7980**

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