

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

**2020**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019**

**CONTRACT NO. 8294**

**PROJECT NO. 11865**

**MUNIS NO. 11865**

**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>

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8294**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: AZ

# 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:	DAIRY DRIVE ASSESSMENT DISTRICT - 2019
CONTRACT NO.:	8294
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	2/28/2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/27/2020
BID SUBMISSION (2:00 P.M.)	3/5/2020
BID OPEN (2:30 P.M.)	3/5/2020
PUBLISHED IN WSJ	2/20/2020 & 2/27/2020

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

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

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8294**

**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

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8294**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

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

SBE Subcontractors Who Are Suppliers

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

**Total Percentage of SBE Utilization:** \_\_\_\_\_ %.

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8294**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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

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

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

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

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6. Describe any other good faith efforts:

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## **SECTION D: SPECIAL PROVISIONS**

### **DAIRY DRIVE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8294**

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

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

#### **ARTICLE 104 SCOPE OF WORK**

The work under this contract shall include, but is not limited to, installation sanitary sewer main, laterals, water main and services, storm sewer structures and pipes, drainage basin, curb and gutter, base preparation, concrete pavement, asphalt pavement, street lighting, sidewalk, and driveway aprons.

The project limits for the work to construct the new portion of Dairy Drive are from East Broadway to Femrite Drive. The project is approximately 1,400 ft. in length.

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

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

It is expected that certain items of work will require multiple mobilizations to meet the requirements of the excavation, the restoration, and erosion control requirements.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

#### **Existing Items to Remain**

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Construction Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

#### **Access to Properties**

The Contractor shall maintain access to all properties along the project area at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses East Broadway, Dairy Drive, and Femrite Drive 48 hours before any work is done that would obstruct their driveways.



When the driveway for 4916 East Broadway is obstructed by the sanitary sewer installation and the placement of concrete and asphalt, the Contractor shall notify Tyler Marks, 608-512-6906, [tmarks@facilitygateway.com](mailto:tmarks@facilitygateway.com) 48 hours before any work begins.

### **Coordination with Utilities**

Work in this contract may require utility relocations to install the new street connection to Femrite Drive. It will be the responsibility of the Contractor to coordinate and work with the utilities located in the right of way to resolve conflicts during the construction process.

AT&T, CenturyLink, Charter Communications, City of Madison, and Madison Gas and Electric have underground and/or overhead within the project limits.

An underground communication line along the south side of Femrite Drive may be in conflict with the Dairy Drive connection with Femrite Drive. See ULO #3 on Sheet U-3.

MG&E Electric plans to relocate the utility pole at STA 117+02, 36' LT prior to construction. AT&T, CenturyLink, and Charter Communications have an overhead facility on the MG&E utility pole and plans to relocate during construction once MG&E relocates their pole.

MG&E Electric owns an underground electric line along the WisDOT/City of Madison R/W that may be in conflict with the bioinfiltration basin. See ULO #1 & #2 on Sheet U-4.

MG&E Electric owns an underground electric line along the south side of Femrite Drive that may be in conflict with the Dairy Drive connection with Femrite Drive. See ULO #4 on Sheet U-3.

MG&E Gas owns an underground gas line under the pavement along the south side of Femrite Drive at a depth of 4 feet to 5 feet that crosses the Dairy Drive connection with Femrite Drive. MG&E does not anticipate conflicts with the installation of sanitary sewer, water main, or street base course.

### **SECTION 107.6      DUST PROOFING**

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

### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining the work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item. The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor may use drums as a channelizing device to separate traffic from work zone. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

A Traffic Control Plan has been provided in the plan set. The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the

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

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

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

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Local and emergency vehicle access shall be maintained to all properties at all times.

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the Construction Engineer that permanent signing is in place and temporary traffic control may be removed.

### **Femrite Drive**

The Contractor shall maintain one (1) lane in each direction of at least eleven (11) feet of width on a hard surface on Femrite Drive during sanitary sewer and water main installation and pavement restoration at the intersection of Femrite Drive and Dairy Drive. The Contractor shall follow the traffic control plan provided in the plan set.

The Contractor is allowed two (2) non-consecutive five (5) day lane closures as directed by the Traffic Control Plan on Femrite Drive at the intersection with Dairy Drive to facilitate sanitary sewer and water main installation.

The Contractor is allowed an additional two (2) day lane closure as directed by the Traffic Control Plan on Femrite Drive at the intersection with Dairy Drive to facilitate pavement restoration. Roadway shall be open to two-way traffic with a lane in each direction at all times.

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

The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The Contractor shall

leave in place all necessary traffic control until given notice by the Construction Engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, Traffic Engineering Division, [smalloy@cityofmadison.com](mailto:smalloy@cityofmadison.com), 266-5987, with any questions concerning these traffic control specifications.

## **SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit, obtained a DNR Wetlands General Permit, submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit, and has submitted a DNR Sanitary Sewer Submittal.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

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

Sewer plug permit: The City shall complete and obtain the required sewer plugging permit.

- The City Engineering Operations Section shall be responsible for plugging the sewer lateral at the existing main location in Femrite Drive.
- The contractor shall be responsible for plugging the sewer lateral at the existing property line and for scheduling the inspection of the plug prior to beginning backfill operations.

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall complete all work on or before **September 30, 2020**. The total time for completion of this contract is **ONE-HUNDRED THIRTY (130) CALENDAR DAYS**.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected start date.

### **BID ITEM 20101 – EXCAVATION CUT**

### **BID ITEM 20202 – FILL BORROW**

Work under this item shall include all excavation and fill required for the street shown on the cross sections as well as within the grading limits shown on the plans. The removal of debris is paid separately.

The plan quantity for excavation includes all necessary topsoil stripping under the new street. Reusing topsoil material from on-site shall be paid separately. These items shall be in accordance with Article 201 and 202 of the Standard Specifications.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of the earthwork quantities (unadjusted) is as follows:

Excavation Cut (Dairy Drive per cross sections & bio-infiltration basin)

- Usable Material (on-site): 5,000 CY
  - o Existing piles of sand and gravel existing within the project site.
  - o Poor soils exist within the project site below the topsoil; material may only be suitable for side slopes.
- Bioinfiltration basin: 1,250 CY

- Estimated Undercut (waste material): 2,000 CY
  - Topsoil Stripping: 5,000 CY
- Total Unclassified Excavation (paid under item 20101).....13,250 CY
- 
- Fill Borrow (Dairy Drive per cross sections, paid under item 20202).....500 CY
- On-site soil is expected to be used for fill areas.
  - If on-site excavated material is not usable, fill borrow from offsite will be required.
- Breaker Run Undercut (Dairy Drive per cross sections, paid under item 20219).....3,600 Ton

It is assumed that 100% of Dairy Drive will have to be undercut and that material will be wasted. The Contractor shall place breaker run in the undercut areas.

A portion of the usable material are piles of gravel and sand placed by the adjacent owner. The adjacent owner informed City Engineering that the piles were placed over the last 5 years and are approximately 5 feet in depth. A majority of the piles are from construction of storage units north of Siggelkow Road, west of USH 51 in McFarland, Wisconsin. Topsoil exists below the piles. It is unknown if these materials can be reused for the street construction. The Contractor may reuse existing sand or gravel on site indicated on the plans or as directed by the Construction Engineer. All sand and gravel material must meet the requirements of the Standard Specifications, including sand and gravel that is reused from on site.

The Contractor may contact the property owner for 4916 East Broadway, Tyler Marks, 608-512-6906, [tmarks@facilitygateway.com](mailto:tmarks@facilitygateway.com) to get more information about the piles of sand and gravel and discuss acceptance of excess fill material from the street construction.

**BID ITEM 20221 – TOPSOIL**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications, except as described in this special provision.

The Contractor may reuse stripped topsoil from on site for restoration of disturbed areas as indicated on the plans or as directed by the Construction Engineer. All topsoil material must meet the requirements of the Standard Specifications, including topsoil that is reused from on site, and it shall be free of noxious/invasive weeds, stones, debris, and vegetable material, and free of excess peat, sand, or clay. Topsoil used in street terraces and on the property side of sidewalk shall be shredded.

In locations where topsoil is to be placed, the Contractor shall install a minimum of 12” of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item. In areas where topsoil is to be placed adjacent to curb, sidewalk, or driveways, the topsoil shall be placed to a depth of 6” within 1 ft. of these items. All base and backfill materials within 1 ft. of these items shall be placed and compacted per the standard specifications. When working around existing tree roots, the Contractor shall coordinate with City Forestry to determine the appropriate depth of topsoil to use so as not to damage the existing tree.

**METHOD OF MEASUREMENT**

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

**BASIS OF PAYMENT**

Topsoil, measured as provided above, will be paid at by the contract Square Yard, which price shall be payment in full compensation for furnishing, hauling, placing, and compacting the specified material, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

**BID ITEM 20404 – CLEARING**  
**BID ITEM 20409 – GRUBBING**

**DESCRIPTION**

These bid items are to be used for Clearing and Grubbing trees and brush that are part of a tree or brush line as shown on the plans. Existing stumps from trees/brush previously cut down inside the right-of-way shall be removed under this item. The removal of logs shall be paid separately. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees/brush under 3 inches. All trees/brush shall be removed inside the slope intercept as shown on the plans.

**METHOD OF MEASUREMENT**

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for completed work.

**BASIS OF PAYMENT**

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

**SECTION 210.1(d) STREET SWEEPING**

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

**ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL**

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or [kfrank@cityofmadison.com](mailto:kfrank@cityofmadison.com).

**SANITARY SEWER GENERAL**

This project shall include installing approximately 877 feet of new 8" PVC SDR-35 sewer main and 131 feet of new 8" sanitary sewer lateral. Both sanitary sewer main and laterals shall be paid for under BID ITEM 50301 8" PVC SEWER PIPE (SDR\_35).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest Edition. All new sewer main connections may be factory cored and shall be included in the structure. Lateral connections to proposed sewer access structures are for new laterals and shall be included in cost of structures. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this

amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the Construction Engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

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

### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 415 feet of new storm sewer of various sizes ranging from 12" to 30" equivalent.

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

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

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

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

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

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

### **BID ITEM 50801 – UTILITY LINE OPENING (ULO)**

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

This contract includes 5 additional undistributed ULOs to be performed at the direction of the Construction Engineer.

### **SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON**

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

**ITEM**

Concrete Street Light Poles

**Quantity**

7

**SECTION 602.4(b) ELECTRICAL CONDUIT**

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

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

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

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

**ARTICLE 604 BASES FOR STREET LIGHTING UNITS****ARTICLE 607 ELECTRICAL HANDHOLES**

The Contractor shall furnish Type I handholes conforming to this section and the Standard Detail Drawings. Electrical Handhole, Type I shall be gray colored polymer concrete construction. Box dimensions for Type I shall be 19" wide X 32" long X 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

The Contractor shall furnish Type III handholes conforming to this section and the Standard Detail Drawings. Electrical Handhole, Type I shall be gray colored polymer concrete construction. Box dimensions for Type III shall be 12" wide X 12" long X 12" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

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

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or [kmiess@madisonwater.org](mailto:kmiess@madisonwater.org).

The project consists of furnishing and installing new 12-inch ductile iron water main and fittings, hydrants and services on Dairy Drive within the project limits. The project also includes abandoning existing water main including valves and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

**Water Service Abandonment, 4933 Femrite Drive**

The 1" copper service lateral to 4933 Femrite Drive is called out to be abandoned; see WN3 on Sheet W-3. The lateral is to be disconnected at the Femrite Drive water main. Shut off and plug the corporation

stop and confirm that there is no leakage under pressure. It is presumed that this operation will be performed when the proposed Dairy Drive main is connected to the existing Femrite Drive main, and it is presumed, but not guaranteed, to be in the same trench. The abandonment includes the work described above and the removal of the curb box per Standard Specification Section 704.29. Payment for all work described above shall be per 704.29.5.

**Water Service Outage Notification Requirements**

**All operations that cause a water service outage to DuPont/Danisco (3322 Agriculture Drive) must be notified one calendar week in advance of the outage.** Notify Nathan Witrock, Maintenance Manager, at (608) 346-9300 (mobile) or (608)395-2806 (office). Limit planned outages to one occurrence and minimize the service outage duration to the extent practicable.

Take all necessary precautions to protect newly installed main as well as the existing Madison Water Utility system and ensure its proper functioning during construction.

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

**SECTION 702                    MATERIALS**

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

**All iron and steel products must comply with American Iron and Steel (AIS) provisions.**

**SECTION 702.4.1 MECHANICAL JOINT FITTINGS**

(1) Mechanical joint fittings are to conform to the requirements of American National Standard for Ductile Iron Compact Fittings, 3-inch through 64-inch for Water (ANSI/AWWA C153/A21.53-11 - latest revision).

**SECTION 703                    CONSTRUCTION METHODS**

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

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

**WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:**

- |       |   |
|-------|---|
| WN1   | Replace the existing lead service with a new copper service.  |
| WN2   | Extend and reconnect the existing copper service to the new water main.   |
| WN3   | Existing service to be abandoned when water main is cut-off.  |
| WN4   | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5   | Relocate the existing fire hydrant.   |
| WN6   | Abandon water valve access structure.   |
| WN7   | Furnish and install the new top section for the water access structure.   |
| WN8   | Abandon the valve box.  |
| WN9   | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.                    |
| WN10  | Remove and salvage existing hydrant.  |
| WN11  | Replace the existing copper service with a new copper service.  |
| WN20+ | See Water Impact Plan for connection point isolation and water shut-off notification information.                         |



## **BID ITEM 90001 – EXCAVATION, LOADING AND HAULING OF PETROLEUM CONTAMINATED SOIL**

### **DESCRIPTION**

This special provision describes excavating, loading, and hauling of petroleum contaminated soil to the Waste Management Deer Track Park Landfill. The contaminated soil area is found on sheet P-1 Plan & Profile. The City of Madison shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. Tipping fees shall be paid for by the City of Madison.

Waste Management Deer Track Park Landfill  
N6756 Waldmann Lane  
Watertown, WI 53094  
(t) 866.909.4458

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

### **Notice to the Contractor – Contaminated Soil Locations**

Zones of known or suspected petroleum-contamination are indicated on the construction plan set, based on soil borings and DNR files. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Environmental Consultant and Construction Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

### **Coordination**

Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant. Coordinate work under this contract with the Construction Engineer:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

The role of the Environmental Consultant will be limited to:

- Providing hauling manifests for Waste Management Deer Track Park Landfill.
- Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
- Coordinating response measures for unknown contamination encountered.
- Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Construction Engineer at least three (3) calendar days prior to commencement of excavation activities in

each of the contaminated areas.

### **Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the Construction Engineer prior to the start of work.

### **CONSTRUCTION**

*Subsection 205.3 of the standard specification is supplemented with the following:*

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Construction Engineer.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site for no more than 24 hours. WDNR stockpile requirements for contaminated materials are specified in NR 718.05. Place contaminated soil on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover piles with impervious material, such as plastic sheeting, to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Construction Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

### **METHOD OF MEASUREMENT**

Excavation, Loading and Hauling of Petroleum-Contaminated Soil will be measured in tons of contaminated soil accepted by the approval landfill as documented by weight tickets generated by the landfill.

### **BASIS OF PAYMENT**

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the Construction Engineer and the Environmental Consultant; arranging to have

certificate of soil treatment submitted to the Construction Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

### **BID ITEM 90002 – GEOSYNTHETIC REINFORCEMENT FABRIC**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install **Mirafi RS580i, or an approved equal**.

#### **CONSTRUCTION METHODS**

The **GEOSYNTHETIC REINFORCEMENT FABRIC** shall be installed in accordance with the manufacturer's recommendations. A **maximum** of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the **GEOSYNTHETIC REINFORCEMENT FABRIC** in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed **GEOSYNTHETIC REINFORCEMENT FABRIC**.

#### **METHOD OF MEASUREMENT**

The **GEOSYNTHETIC REINFORCEMENT FABRIC** shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity.

#### **BASIS OF PAYMENT**

**GEOSYNTHETIC REINFORCEMENT FABRIC** shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

### **BID ITEM 90003 – REMOVING DEBRIS**

#### **DESCRIPTION**

Work under this item shall include but not limited to all work, material, equipment, and incidentals necessary to remove piles of metal, concrete, brick, asphalt, boulders, construction lumber, plastic, and trees/logs/brush previously cut down from the project site. All items shall be removed inside the right-of-way and hauled off the project site.

#### **METHOD OF MEASUREMENT**

The bid item Removing Debris is to be measured and paid by the Lump Sum for completed work.

#### **BASIS OF PAYMENT**

Removing Debris, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

### **BID ITEM 90004 – CONCRETE FLUME**

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to construct concrete flumes that connect the existing curb and gutter to the swale and bioinfiltration basin.

The flumes shall be constructed as shown in the City of Madison Engineering Division Standard Detail Drawing 5.4.10: Curb to Ditch Transition Asphalt Flume, with the exception that 4-inch concrete shall be used instead of asphalt.

**METHOD OF MEASUREMENT**

Concrete Flume shall be measured by Each unit installed.

**BASIS OF PAYMENT**

Concrete Flume shall be paid at the contract unit price, which shall be considered full compensation for construction of an individual concrete flume.

**BID ITEM 90005 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS**

**DESCRIPTION**

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

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

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

**BID ITEM 90006 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES**

**DESCRIPTION**

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

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

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

**BID ITEM 90007 BUILDING DEMOLITION (4933 FEMRITE DRIVE)**

**DESCRIPTION**

The buildings consist of a 1930's single-family residential house and detached 1990 storage shop with an addition of a storage shed in 1998.

House Description: see appendix A for a floor sketch and photos.

Size – 1,137 square feet

The house is 1.5 stories and resembles a Cape Cod from the street. It is a wood frame structure, with wood siding exterior, and partial basement. In short, the house was historically 2 bed/1 bath, but is currently uninhabited.

Shop/Storage Shed: see appendix A for a floor sketch and photos.

Size – 86 feet x 28 feet = 2,408 square feet. The shop is 28 feet x 38 feet = 1,064 square feet. The shed is 48 feet x 28 feet = 1,344 square feet.

The shop is heated with small office, a full bathroom with shower, and a floor drain. The shed is unheated storage. The building itself is wood frame on slab, with ribbed metal roof and exterior siding, with four (4) 10 feet x 10 feet overhead drive-in doors.

The demolition shall include the buildings and associated fixtures.

The Contractor shall follow all specified erosion control methods, restoration requirements, and Traffic Control Plans as provided with these plans and specifications.

The Contractor shall provide documentation for all disposals of items removed from this site as part of the demolition. Documentation shall include date, material, weight, quantity, volume, and hauler as well as whether it was recycled, diverted from, or entered into a landfill.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris, the Contractor shall be responsible for recycling all reasonably clean materials including but not limited to concrete, asphalt, and metals from this project site. The Contractor shall include all costs associated with recycling/disposal in his/her bid price and shall retain any monies received through recycling efforts. A draft reuse and recycle plan is attached as appendix C.

The City has contacted Habitat Restore to assess and remove any useable construction materials from the existing house, shop, and shed. All salvageable materials will be removed prior to May 1, 2020.

The Contractor shall establish a location on the site for separated debris in order to facilitate efficient and effective recycling, which shall be considered incidental to this bid item

The Contractor shall work cooperatively with Michael Mell, N & N Electric, 608-316-6122 to salvage a portion of the shed. Michael will dismantle, move, and transport the shed off-site no later than May 15, 2020. The City is working with Michael to complete this work ahead of construction, however if the street construction begins prior to the shed being removed, the Contractor shall allow Michael access to complete the removal until May 15, 2020. If Michael is unable to remove the shed by May 15, 2020, the Contractor shall receive no additional compensation for the removal.

The City of Madison assumes no responsibility for the condition of the buildings or site and no guarantee is made or implied that the buildings or site will remain in the same condition as the Contractor finds them prior to submitting a bid.

The City of Madison has completed the required hazardous materials testing and has identified materials required for abatement. These materials are provided for in the *Asbestos Abatement and Bulk Sampling Report* provided by Advanced Health and Safety and attached as appendix B. Materials that will be abated by the City prior to the commencement of this project include the following:

List A

Asbestos Containing Friable Materials

(Required to be Abated prior to Demolition or Burning)

- 9 Old green sheet vinyl flooring in the kitchen and bathroom. 180 ft.<sup>2</sup>

List B

Asbestos Containing Category II Non-Friable Materials (will become friable)

(Required to be Abated prior to Demolition or Burning)

Sample# Description

- 14 Exterior cement board siding. Approximately 1000 ft.<sup>2</sup>. Some is assumed to be under the wood shake siding.

List C

Asbestos Containing Category I Non-Friable Materials

(May Be Able To Remain In Building During Demo if Not Friable- Consult DNR)

(These Materials Must Be Abated Prior To Burning)

Sample# Description

- 10A 9-inch brown floor tiles from the back entrance. 40 ft.<sup>2</sup>
- Assumed positive: Roofing shingles

Abatement of the items identified above shall be completed by the City no later than May 1, 2020. If materials are discovered during the demolition process, the Contractor shall remove all lead paint and hazardous materials and disposed of in compliance with current local, state and federal guidelines. Removal of hazardous materials shall be performed by qualified and licensed Contractors only. Any additional abatement above and beyond what is provided for in this contract shall be paid separately.

The removal of the building, materials and fixtures of the building shall be performed in a safe manner and in compliance with the requirements of the Wisconsin Department of Workforce Development, applicable City of Madison Codes and the Wisconsin Department of Natural Resources, particularly those regulating the handling and disposal of lead paint and other hazardous substances. Where hazardous conditions are created incidental to contract operations, the Contractor shall furnish, erect, and maintain suitable barricades to protect and safeguard the public.

All material removed shall become the property of the Contractor and disposed of at the Contractor's expense and in a method and at a site acceptable to the City of Madison and in compliance with all appropriate regulations.

This work shall be in accordance with Section 203 of the City of Madison Standard Specifications and these Special Provisions.

This work consists of removing the house, shop, and shed including:

- Removal and off-site disposal of the house wooden structure above grade.
- Removal and off-site disposal of the shed wooden and metal structure above grade.
- Removal and off-site disposal of the shed concrete foundation and footings.
  - o Removal and off-site disposal of the house basement walls, foundation, and footings.
- Removal and off-site disposal of lead paint and any other Hazardous Material found on-site
- Removal and off-site disposal of all fixtures and equipment including but not limited to appliances, lighting, furniture and HVAC systems in the buildings.
- Reclaiming all A/C and refrigerator Freon per State and DNR regulations.
- Removal of the furnace inside the house and shop.
- Removal of the fuel oil tank inside the house.
- Backfilling the house and shed foundation with select fill.
  - o Before backfilling the foundation, all debris shall be removed.
  - o All select fill material shall be supplied, hauled, placed and special compacted in accordance with the City of Madison Standard Specifications.
- Removal and off-site disposal of site miscellaneous material such as signs, lights, fencing, patios, steps, debris, and mailbox.
- Cleaning up of any debris on-site.
- Removal of private utilities (sanitary lateral, water service).
  - o City Engineering will plug the lateral in the street at the main line. The Contractor shall remove the lateral to the property line, plug it in accordance with Public Works requirements and request City Engineering inspection before backfilling the structural depression.
  - o Madison Water Utility: See Section 701 of these special provisions and the sheet D-2 Demolition Plan for more information about the water abandonment. The Contractor shall

- be responsible for coordinating the water service abandonment with the Madison Water Utility. There are no private wells on the property requiring abandonment.
- MG&E Gas and Electrical: City Engineering will coordinate disconnection of the gas and electric facilities to the house, shop, and shed.
    - o Overhead electric service to the house was removed in 2015.
    - o Electric service to the shop and shed will be disconnected and abandoned prior to May 1, 2020. The underground electric service will be disconnected at the main and abandon; and the meter to be removed by MG&E prior to building demolition.
    - o The underground gas service to the house, shop, and shed will be disconnected at the main and abandon; and the meter will be removed by MG&E prior to building demolition.
  - Charter Communications: City Engineering will coordinate disconnection and removal of the overhead communication line to the house.

**METHOD OF MEASUREMENT**

Building Demolition, as described, shall be measured by the unit lump sum.

**BASIS OF PAYMENT**

The contract price for “Building Demolition” shall be payment in full for demolition, removal and off-site disposal of complete buildings and contents; removal and off-site disposal of hazardous materials including lead paint, furnace, and fuel oil tank; removal and off-site disposal of building foundation walls, foundation, and footings; removal and off-site disposal of site materials (steps, signs, brush, and incidentals); disconnection and removal of utilities; supplying, hauling, backfilling and special compacting the select fill material; permits; and furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the requirements of the contract.

**BID ITEM 90031 – COMMON NATIVE SEED MIX**

**DESCRIPTION**

Work under this item shall include placing Common Native Seed Mix at locations called for in the plans and special provisions or as directed by the Construction Engineer.

**MATERIALS**

The Contractor shall supply seed that meets the specification detailed below. Availability of specific species may be limited. Substitutions for individual species may be permissible, and shall be approved by the Construction Engineer prior to seed mix order.

The seed mix shown below is available from Agrecol Native Nursery (608-223-3571). Alternative seed sources shall be approved by the Construction Engineer prior to order.

<b>GRASSES, SEDGES, AND RUSHES</b>		
<b>Name</b>	<b>Common Name</b>	<b>Oz./Acre</b>
<i>Andropogon gerardii</i>	Big Bluestem	16
<i>Bouteloua curtipendula</i>	Side Oats Gama	48
<i>Carex vulpinoidea</i>	Brown Fox Sedge	3
<i>Poa palustris</i>	Fowl Bluegrass	8
<i>Elymus virginicus</i>	Virginia Wild Rye	16
<i>Bromus ciliatus</i>	Fringed Brome	16
<i>Sprghastrum natans</i>	Indian Grass	8
<i>Scirpus atrovirens</i>	Dark-Green Bulrush	2
<i>Glyceria striata</i>	Fowl Manna Grass	0.5

<b>WILDFLOWERS</b>		
<i>Heliopsis helianthoides</i>	Early Sunflower	8
<i>Achillea millefolium</i>	Native Yarrow	2
<i>Agastache scrophulariaefolia</i>	Purple Giant Hyssop	1
<i>Allium cernuum</i>	Nodding Onion	3
<i>Cassia hebecarpa</i>	Wild Senna	12
<i>Monarda fistulosa</i>	Wild Bergamot	2
<i>Napaea dioica</i>	Glade Mallow	8
<i>Oenothera biennis</i>	Common Evening Primrose	4
<i>Helenium autumnale</i>	Sneezeweed	1
<i>Echinacea purpurea</i>	Purple Coneflower	5
<i>Rudbeckia hirta</i>	Black-Eyed Susan	6
<i>Silphium perfoliatum</i>	Cup Plant	5
<i>Solidago ohioensis</i>	Ohio Goldenrod	3
<i>Vernonia fasciculata</i>	Ironweed	1
<i>Verbena hastata</i>	Blue Vervain	4
<i>Asclepias incarnata</i>	Marsh (Red) Milkweed	1
<i>Liatris spicata</i>	Marsh Blazing Star	3
<i>Eupatorium perfoliatum</i>	Boneset	0.3
<i>Hypericum pyramidatum</i>	Great St. John's Wort	2
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.3
<b>TOTAL</b>		189.10

## **CONSTRUCTION METHODS**

COMMON NATIVE SEED MIX shall be placed in accordance with the supplier's recommendations and per Article 207 of the City of Madison Standard Specifications for Public Works Construction.

## **METHOD OF MEASUREMENT**

COMMON NATIVE SEED MIX shall be measured by square yard seeded in accordance with the contract, within the limits designated on the plans or in the contract or as ordered by the Construction Engineer.

## **BASIS OF PAYMENT**

COMMON NATIVE SEED MIX shall be paid for at the contract unit price per square yard of seeding which shall be payment in full for furnishing, handling, and storing all seed; for preparing the seed bed and sowing the seed; for furnishing, hauling, handling, storing, placing, and incorporating the fertilizer into the work; for furnishing, hauling and placing soil stabilizers; for maintenance of the work and the repair of all damaged areas; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90032 – ENGINEERED SOIL**

### **DESCRIPTION**

Work under this item shall include furnishing and installing an engineered soil growing matrix for the biofiltration basin. Excavation of in-situ soil to accommodate the biofiltration basin construction shall be paid under separate bid items and not paid under this bid item.



## **MATERIALS**

ENGINEERED SOIL shall consist of a mixture of 70 to 85% sand and 15 to 30% compost. The percentages are based on volume.

The sand shall consist of material meeting one of the following specifications, or as approved by the Construction Engineer.

- USDA Coarse Sand (0.02 – 0.04 inches)
- ASTM C33 (Fine Aggregate Concrete Sand)
- Wisconsin Standards and Specifications for Highway and Structure Construction Section 501.2.5.3 (Fine Aggregate Concrete Sand)

The compost shall be of a quality that meets Wisconsin Department of Natural Resources technical standard S100 – Compost. The compost shall consist largely of aerobically decayed organic waste and shall meet the specifications listed below.

- Particle Size: 98% shall pass a 0.75-inch screen
- Physical Contaminants: Less than 1% combined glass, metal, and plastic
- Organic Matter/Ash Content: Minimum 40% organic matter, maximum 60% ash content
- Carbon to Nitrogen Ratio: 10-20:1 C:N
- pH: 6-8
- Soluble Salts: Electrical conductivity below 10 dS m<sup>-1</sup> (mmhos cm<sup>-1</sup>)
- Moisture Content: 35% - 50% by weight
- Maturity: The compost shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth
- Residual Seeds and Pathogens: Pathogens and noxious seeds shall be minimized
- Pathogens: The compost shall meet the Class A requirements for pathogens as specified in s. NR 204.07(6)(a), Wis. Adm. Code
- Other Chemical Contaminants: The compost shall meet the high quality pollutant concentrations as specified in s. NR 204.07(5)(c), Wis. Adm. Code

## **CONSTRUCTION METHODS**

ENGINEERED SOIL, if purchased as components, shall be thoroughly mixed in an appropriate location, where contamination will not be introduced to the mixture. The components shall be mixed in a manner that eliminates seams, layers, clumps, and other segregated sections.

The engineered soil shall be placed in a manner that minimizes compaction of the material. If necessary, smaller equipment, or equipment with low ground pressures shall be used to accommodate this.

## **METHOD OF MEASUREMENT**

ENGINEERED SOIL shall be measured by the cubic yard of material placed at locations and final grades shown on the plans or as described in the contract. Measurement shall be completed by survey prior and post placement, or by measuring the prepared surface and final elevations.

## **BASIS OF PAYMENT**

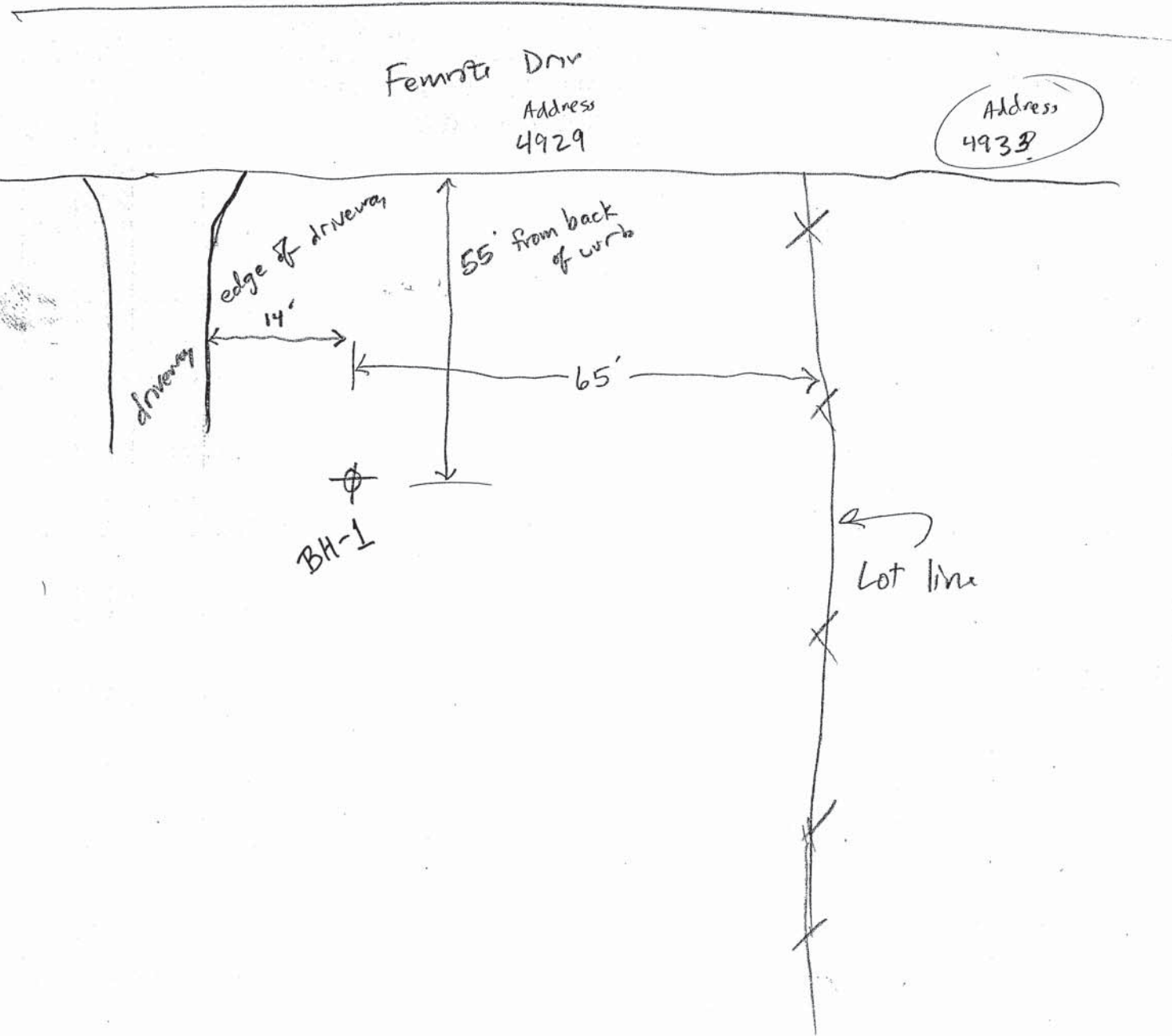
ENGINEERED SOIL shall be paid for measured quantities at the contract unit price for furnishing and installing all materials necessary to acceptably install the engineered fill as set forth in this description and as shown in the plan set, and for furnishing all labor, tools equipment, materials, and incidentals necessary to complete the contract work.

Boring BH-1

Dairy Drive  
Road Extension

Fennel Drive  
Address  
4929

Address  
4933



PLOT NAME: \_\_\_\_\_

DAIRY DRIVE  
ROAD EXTENSION

SHEET NO.  
---

PLAN

400 SCALE

CITY OF MADISON

ALL BORINGS TO 20' DEPTH  
AT APPROXIMATE LOCATIONS.  
CONTACT CHRIS DAWSON IN ADVANCE  
OF BORINGS TO COORDINATE ACCESS  
TO PRIVATE PROPERTIES.  
BH-1 TO BE ON 4929 FEMRITE PARCEL.  
BH-3 IS APPROXIMATELY 170' EAST  
AND 215' NORTH OF PAVEMENT END.  
COORDINATE BH-3 WITH BRYNN BEMIS  
FOR ENV. SAMPLING.

BH-1 location  
changed, see page 1

BH-1

BH-2

BH-3

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

**NOTES**

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

**RELATIVE PERCENTAGE TERMS**

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

**TEST RESULTS LEGEND**

q<sub>p</sub> = Penetrometer reading, <sup>ton</sup>/<sub>ft<sup>2</sup></sub>

**RELATIVE MOISTURE TERMS AT TIME OF SAMPLING**

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


**DRILLING METHODS LEGEND**


HSA = Continuous flight hollow-stem augers

**REMARKS LEGEND**

HO = Hydrocarbon Odor  
 OO = Organic Odor

**SAMPLER TYPE LEGEND**

 Grab sample

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



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

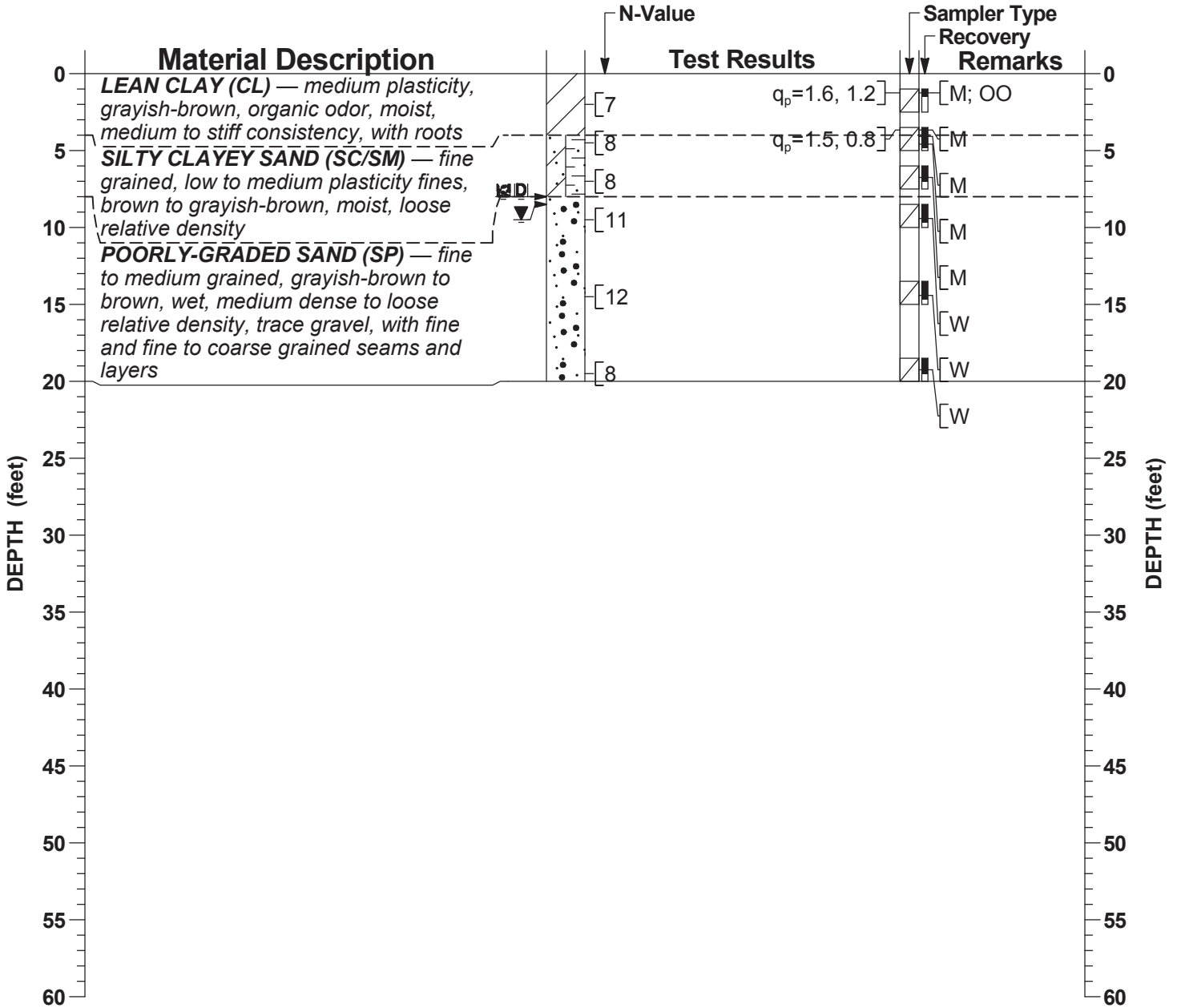
**NOTES AND LEGEND RECORD**  
 Dairy Drive Extension  
 East Broadway to Femrite Drive  
 City of Madison, Dane County, Wisconsin

13300.03

General Location: **55 feet south of the back of Femrite Drive curb, 14 feet east of the west edge of driveway for 4929 Femrite Drive**

**Boring BH-1**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Blooming Grove) 7 N</b>	¼: <b>SE</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>20'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>10 E</b>	¼ ¼: <b>SW</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/29/2018</b>	DATE COMPLETED: <b>11/29/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
□ 8'-0" Dry at completion	■ 8'-0" Caved at completion
▼ 8'-6" (estimated)	

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	5.6"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: —

BACKFILL: Bentonite Chips, Caved Soil

The Legend Record is considered a part of this Soil Boring Record.

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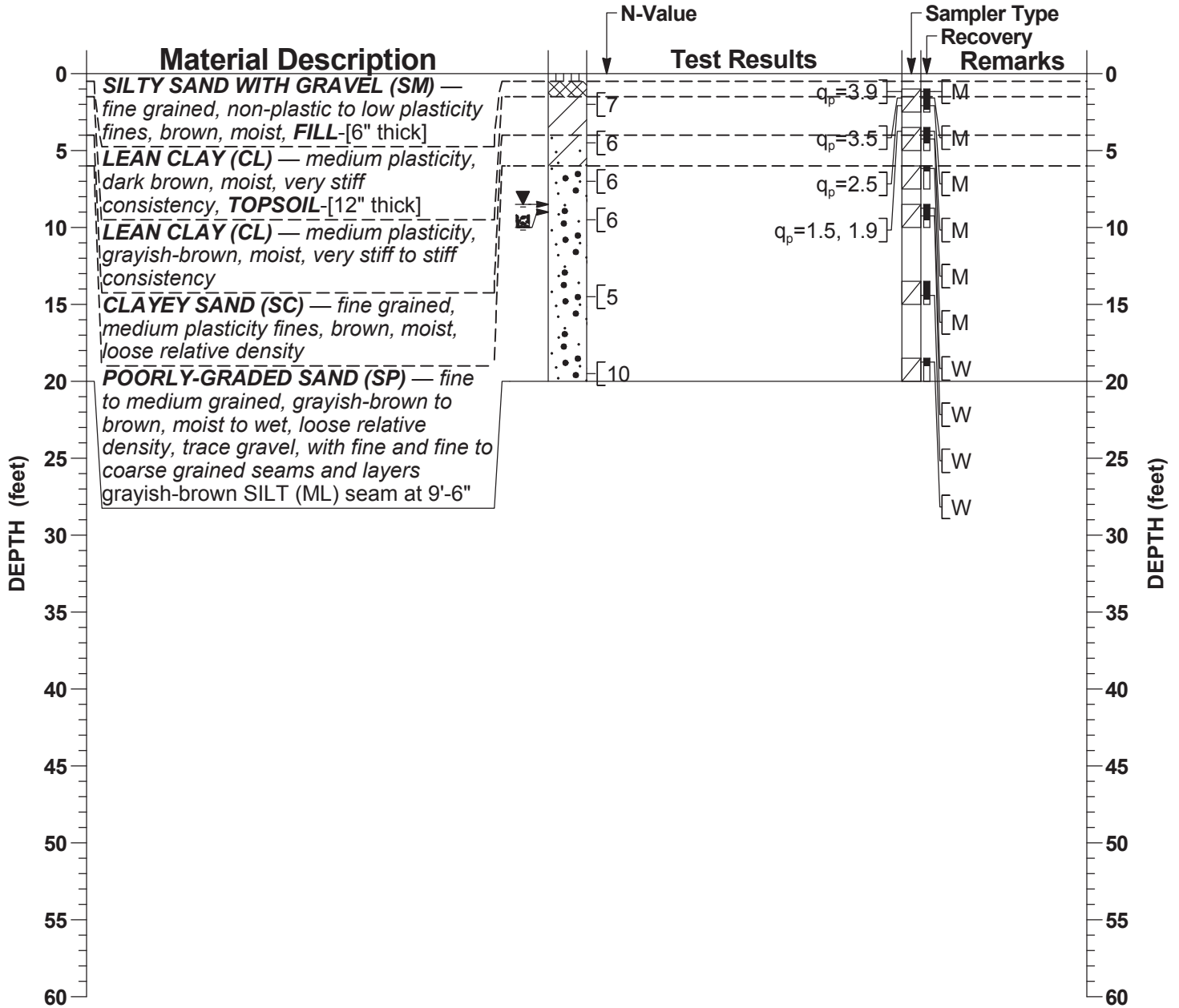
**SOIL BORING RECORD**  
 Dairy Drive Extension  
 East Broadway to Femrite Drive  
 City of Madison, Dane County, Wisconsin

13300.03

General Location: **650 feet north of the north edge of East Broadway, 165 feet east of the end of East Broadway**

**Boring BH-2**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Blooming Grove) 7 N</b>	¼: <b>SE</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>20'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>10 E</b>	¼ ¼: <b>SW</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/29/2018</b>	DATE COMPLETED: <b>11/29/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 8'-6" at completion	☒ 9'-0" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	18'-6"	5.6"
HSA	2 1/4"	—	Water	18'-6"	20'-0"	5.6"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: —

BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

The Legend Record is considered a part of this Soil Boring Record.

**Soils & Engineering Services, Inc.**  
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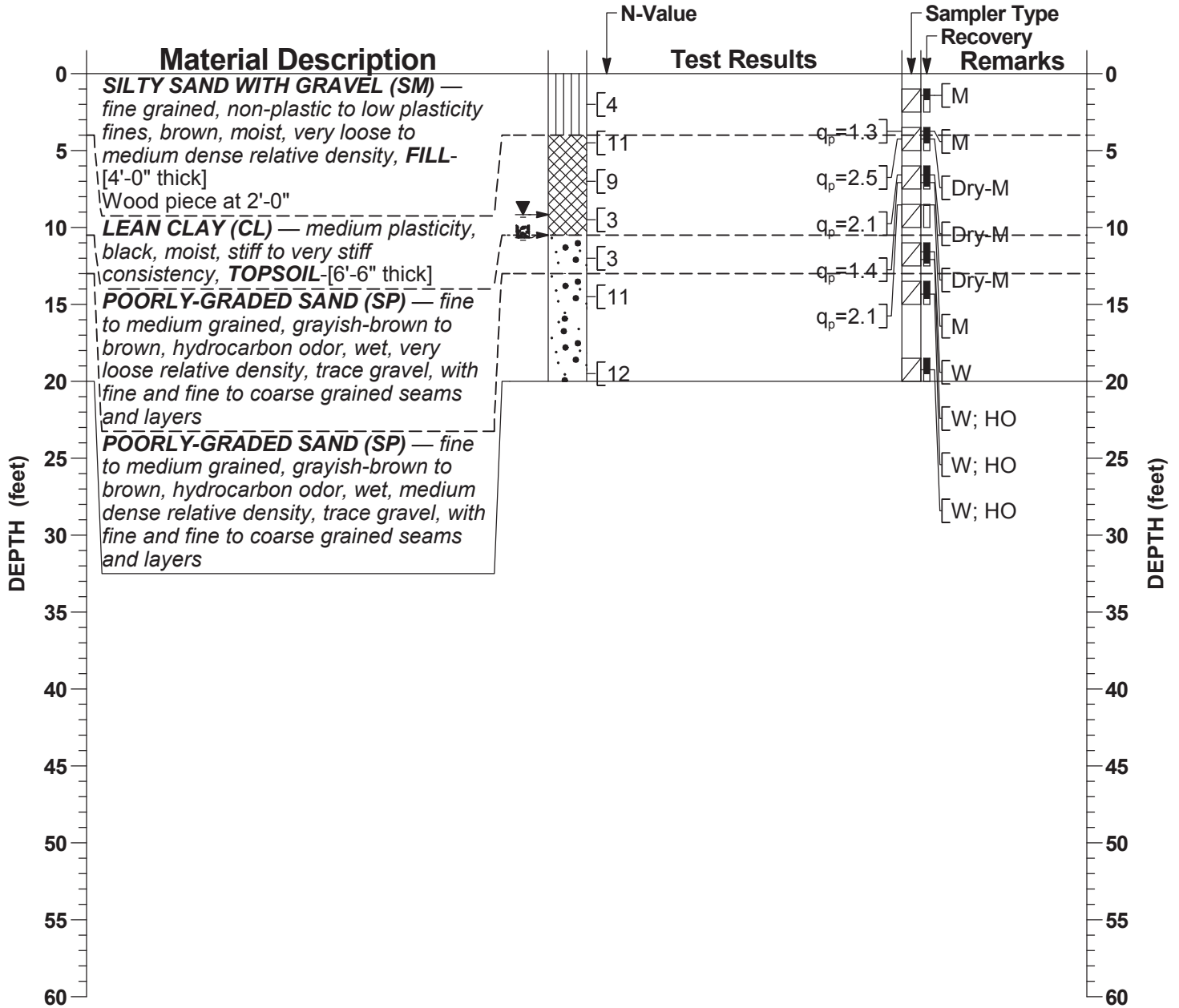
**SOIL BORING RECORD**  
 Dairy Drive Extension  
 East Broadway to Femrite Drive  
 City of Madison, Dane County, Wisconsin

13300.03

General Location: **30.5 feet west of the northwest corner of the cooling tower foundation**

### Boring BH-3

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>22</b>	CREW CHIEF: <b>SWK</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: <b>(Blooming Grove) 7 N</b>	¼: <b>SE</b>	LOG REVIEW: <b>CMB</b>	HAMMER TYPE: <b>Automatic</b>	TOTAL DEPTH: <b>20'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>10 E</b>	¼ ¼: <b>SW</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>11/29/2018</b>	DATE COMPLETED: <b>11/29/2018</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 9'-2" at completion	☒ 10'-6" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	5.6"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: —

BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

The Legend Record is considered a part of this Soil Boring Record.

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

**SOIL BORING RECORD**  
 Dairy Drive Extension  
 East Broadway to Femrite Drive  
 City of Madison, Dane County, Wisconsin

13300.03

**SECTION E: BIDDERS ACKNOWLEDGEMENT**  
**DAIRY DRIVE ASSESSMENT DISTRICT - 2019**  
**CONTRACT NO. 8294**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
*(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

\_\_\_\_\_  
SIGNATURE

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

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

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

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

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



**SECTION F: BEST VALUE CONTRACTING**  
**DAIRY DRIVE ASSESSMENT DISTRICT - 2019**  
**CONTRACT NO. 8294**

**Best Value Contracting**

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

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

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

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

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

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

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

## **SECTION G: BID BOND**

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

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

### **DAIRY DRIVE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8294**

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

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

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

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

Seal      PRINCIPAL

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

#### NOTE TO SURETY & PRINCIPAL

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

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

## Certificate of Biennial Bid Bond

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

## SECTION H: AGREEMENT

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

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

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

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

### DAIRY DRIVE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8294

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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



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

**c. Exemptions:** This section shall not apply when:

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

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

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8294**

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

Countersigned:

	_____
	Company Name
Witness	Date
Witness	Date

	_____
	President
	Date

	_____
	Secretary
	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	Date
Witness	Date
Witness	Date

	Date
	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:

**DAIRY DRIVE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8294**

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