

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

**2018**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
DISTRICT - 2018 (RICHARD DAVIS LANE)**

**CONTRACT NO. 7450**

**MUNIS NO. 10234**

**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>

**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
DISTRICT - 2018 (RICHARD DAVIS LANE)  
CONTRACT NO. 7450**

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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: lc

# 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:	DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT DISTRICT - 2018 (RICHARD DAVIS LANE)
CONTRACT NO.:	7450
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MAY 18, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MAY 17, 2018
BID SUBMISSION (2:00 P.M.)	MAY 24, 2018
BID OPEN (2:30 P.M.)	MAY 24, 2018
PUBLISHED IN WSJ	MAY 10 & 17, 2018

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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
DISTRICT - 2018 (RICHARD DAVIS LANE)  
CONTRACT NO. 7450**

**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



**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
DISTRICT - 2018 (RICHARD DAVIS LANE)  
CONTRACT NO. 7450**

**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**

### **DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT DISTRICT - 2018 (RICHARD DAVIS LANE) CONTRACT NO. 7450**

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

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

#### **SECTION 102.12 BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 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 of 8' X 4' box culvert, construction of a bioretention, and constructing a new street – Richard Davis Lane - between Darbo Drive and Webb Avenue, including earthwork, base preparation, curb and gutter, and asphalt pavement. Sidewalk is to be installed along Webb Avenue abutting 3023 Webb Avenue.

The project limits for the work include portions of the parking lots and green space located along the western part of 3030 Darbo Drive (Salvation Army) and 3023 Webb Avenue (overflow parking lot serving the Department of Corrections), as well as intersection connections into Darbo Drive and Webb Avenue.

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

The City of Madison is aware of other projects anticipated to be taking place in the vicinity of this project in Summer 2018. Munis No. 11186 – Winnebago/Linden is located approximately 1 mile southwest of this project.

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

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.



Work under this contract will require coordination with private utility companies. Work in this contract will require some private utility relocations to install the public utilities. 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. MG&E and AT&T are planning to deflect electric and fiber optic below the box culvert near Webb Avenue, with the majority of their work expected to be completed during this contract. City Traffic Engineering may need relocate fiber optic near new inlet S-6 at the northeast quadrant of the Darbo/Richard Davis intersection during the contract. The Contractor shall coordinate their work to allow access to utility companies to resolve these and any other conflicts that may arise. Contacts for private utilities are:

Carol Anison (AT&T) 608-252-2385, 920-475-2799 [ca2624@att.com](mailto:ca2624@att.com)  
Rich Parker (MG&E elec) 608-252-7379 [RParker@mge.com](mailto:RParker@mge.com)  
Mike Benzschawel (City Traffic Engineering) 608-266-9031 [mbenzschawel@cityofmadison.com](mailto:mbenzschawel@cityofmadison.com)

Use care and protect City fiber line near the north curb line of Darbo Drive, contact City TE contact above when digging nearby.

No work and no trespassing shall occur on the three parcels fronting on the East Washington frontage road (3002 Darbo, 3059 East Washington, and 3077 East Washington). No work and no trespassing shall occur beyond the Temporary Limited Easements (T.L.E.s) on 3030 Darbo Drive and 3023 Webb Ave.

Contractor shall note traffic control restrictions for Darbo Drive and Webb Avenue in Section 107.7.

Contractor shall access the site via the closest truck route - East Washington Avenue to Marquette Street to Darbo Dr.

#### **SECTION 107.6            DUST PROOFING**

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

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

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

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

Contractor shall phase the work to maintain the existing two-way traffic on Darbo Drive until such time as paving and the speed hump work is to be done. The intersection of Darbo Drive and the new street shall be open to two-way traffic until paving of the intersection is to occur. The old pavement in the intersection shall not be removed until paving is to occur. The intersection may be closed only during non-peak hours (from 9 a.m. to 3:30 p.m. & after 5:30 p.m.) during pavement removal and paving only. During work on the speed hump, one lane of eastbound traffic shall be maintained at all times. Westbound traffic may be re-routed for a maximum of 14 days.

Access to the driveway at 3001 Darbo Drive (to the south) shall be maintained at all times as this is the sole access for this large apartment complex. Notify residents & management of apartments 72 hours in advance of paving Darbo Drive.

Contractor shall phase the work to maintain the existing traffic and pavement on Webb Avenue until such time as the box culvert crossing of Webb Avenue is to be constructed. At the intersection of the new street and Webb Avenue, one lane of traffic shall be maintained at all times, with flaggers required to maintain two-way travel. When work isn't being done the intersection shall be plated and fully open to traffic.

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

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

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

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

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

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

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

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

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

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

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

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

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

Contact Tom Mohr, City of Madison Traffic Engineering, at 608-267-8725 for questions on this spec.

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

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of eight working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

#### **SECTION 108.2      PERMITS**

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

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

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

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

#### **SECTION 109.2      PROSECUTION OF WORK**

The total time for completion of this contract is **123 CALENDAR DAYS**. The completion date in 2018 shall be **NOVEMBER 16, 2018**. Contractor shall note that if he/she elects to work during the later portion

of the construction season, any and all cold weather protection shall be considered incidental and shall not be paid separately. Contractor shall note that Temporary Limited Easements on 3030 Darbo Drive and 3023 Webb Avenue expire at the end of 2018 so all paving on these parcels must be completed in Fall 2018.

Work shall begin only after the start work letter is received. Contractor shall note that real estate acquisition for the project is expected to be complete by **JULY 16, 2018** – work may not begin until acquisition is complete. The Contractor shall establish a mutually acceptable start date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

**ARTICLE 201            EXCAVATION CUT**

**DESCRIPTION**

Work under this item shall include all excavation and fill required for street and sidewalk construction shown on the cross sections as well as within the limits of the bioretention shown on the plans, excluding the engineered fill for the pond to be paid separately. These items shall be in accordance with Article 201 and 202 of the Standard Specifications except as provided below.

No bulking/expansion or shrink factors were used in determining earthworks quantities for this project. Estimated earthworks quantities for this project are summarized below:

Excavation Cut	135 cy (unclass. ex. plan quant bioretention, includes over-ex to install engineered fill)
	1,610 cy (unclassified ex. plan quantity from road cross-sections)
	<u>380</u> cy (estimated undercut, assumed 1' over 40% of road area)
	2,125 cy (total excavation cut paid under Item 20101)

Engineered Fill for Bioretention – see Bid Item Number 90040

No adjustments have been made to excavation cut quantities to account for topsoil. In cut sections, where over-excavation is required to place adequate topsoil thickness, over excavation shall be considered to be incidental to Bid Item 20221 – Topsoil.

Contractor shall note that the excavation cut quantity includes pavement removal on Darbo Drive.

The work involved with the placement of suitable fill and select fill obtained on site through excavation cut shall be considered as subsidiary work pertaining to excavation cut.

The Contractor shall be responsible for determining a suitable disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal including stabilization and other appropriate erosion control measures.

**METHOD OF MEASUREMENT**

The pay quantity for Excavation Cut will be the sum of the quantity for “unclassified excavation” and for additional excavation, including undercut.

The quantity of unclassified excavation to be paid for as Excavation Cut shall be as set forth above without measurement thereof. Additional excavation, including undercut shall be measured in the field, and the volume in cubic yards shall be computed from those measurements. The contract quantity shall be adjusted upward or downward accordingly to determine the final pay quantity.

## **BASIS OF PAYMENT**

The contract price for Excavation Cut shall be payment in full for this item as set forth above and as described in Article 201 and 202, including excavation, placement of fill, and disposal of excess or unsuitable materials.

## **BID ITEM 20221 – TOPSOIL**

Topsoil shall be placed a minimum of 6" thick. Contractor shall note that no adjustments have been made to excavation cut quantities to account for topsoil. In cut sections, where over-excavation is required to place adequate topsoil thickness, over excavation shall be considered to be incidental to Bid Item 20221 – Topsoil.

## **BID ITEM 20401 and 20406– CLEARING AND GRUBBING**

Note that removal of shrubs within the construction limits as well as the shrubs indicated for removal along the Webb Avenue Right-of-Way adjacent to 3023 Webb Avenue shall be considered incidental to these bid items.

## **SECTION 210.1(d)      STREET SWEEPING**

When required by 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 workday.

## **SECTION 500              SEWERS AND SEWER STRUCTURES**

The sewer designer for the project is Elia E Acosta. She may be contacted at (608) 266-4096 or [eacosta@cityofmadison.com](mailto:eacosta@cityofmadison.com).

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

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

Storm sewer pipe work shall include installing approximately 761 feet of new storm sewer of various sizes and types at locations shown on the plan and in accordance with these specifications.

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

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

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

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

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

The Contractor shall provide all castings required to complete the work shown on the plan set.

### **BID ITEM 60421 – REMOVE STREET LIGHT BASE**

The work under this item shall include removing the existing light base west of the new road in the existing Salvation Army parking lot. This item shall also include coordinating with the Salvation Army to ensure that the wiring for the light is capped off properly, east of the new road outside the new street right-of-way.

### **BID ITEM 90001 – OBLITERATING PARKING LOT**

#### **DESCRIPTION**

Obliterating parking lot shall consist of grading the parking lots and the asphalt path that are required to be abandoned and shall include scarifying or plowing areas of the old pavement. It shall include the removal and disposal of all types of surfacing including removal of all types of pavement.

When removal or disposal of miscellaneous structures within the limits of Obliterating Parking Lot is not covered by separate bid items, such work shall be included under Obliterating Parking Lot.

#### **CONSTRUCTION METHOD**

The area shall be graded to approximately restore the original contour of the ground in areas outside the limits of earthwork on the cross sections. Within the limits of the earthwork shown on the cross sections, contractor shall grade to the lines and grades of the cross sections. Placement of any required fill to restore the original contour (aside from topsoil) shall be considered incidental to this bid item. Pavements, curb and gutter and other structures shall be removed.

This items shall include removal of pavement within the entire limits of the parking lots and asphalt path to be removed. Note that excavation as shown on the cross sections shall be paid for as plan quantity excavation cut under bid item 20101, and this quantity also includes some of the pavement and base course to be removed as obliterating parking lot within the limits of the cross sections.

Old road surfacing of gravel, crushed stone and other nonrigid type, when underlying the proposed finished surface by less than one foot, shall be scarified or plowed to effectively mix the material with soil. Rocks, boulders and surface stone encountered in the work shall be removed and disposed of. Stones of greater than 6 inches size shall be placed not less than 12 inches below the proposed finished surface.

After the rough grading is completed, the obliterated parking lot shall be topsoiled, seeded, and covered with erosion mat in areas outside the roadway. These items shall be paid separately under Bid Items 20221, 20701, and 21063, respectively.

#### **METHOD OF MEASUREMENT**

Obliterating Parking Lot shall be measured by the square yard acceptably completed.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90002 TEMPORARY FENCING**

### **DESCRIPTION**

This item includes installation of temporary construction fencing at the property lines of 3002 Darbo, 3059 E. Washington, and 3077 E. Washington; and at the Temporary Limited Easement on 3030 Darbo, and 3023 Webb. The intent of this item is to delineate the area to which contractor shall confine his or her operations, to prevent disturbance of areas outside the new street Right-of-Way and the Temporary Limited Easement. No extra payment shall be made for temporarily opening and re-closing the fence, or minor relocation of the fencing as needed to perform the work. Fencing shall be removed promptly following restoration.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch min to 3 inch max
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

Posts shall be conventional metal "T" or "U" shaped posts. Fencing shall be installed according to the manufacturer's recommendations.

### **METHOD OF MEASUREMENT**

Temporary fencing shall be measured by the linear foot installed.

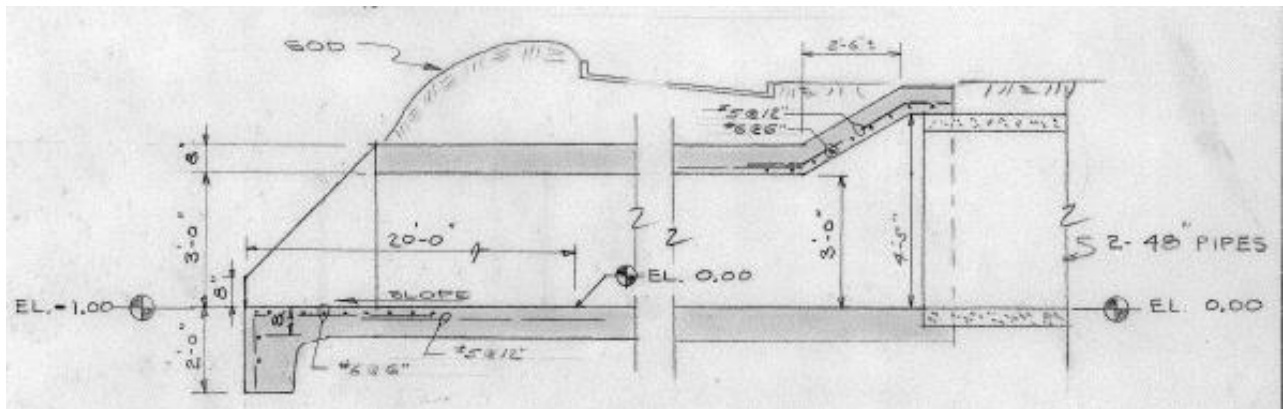
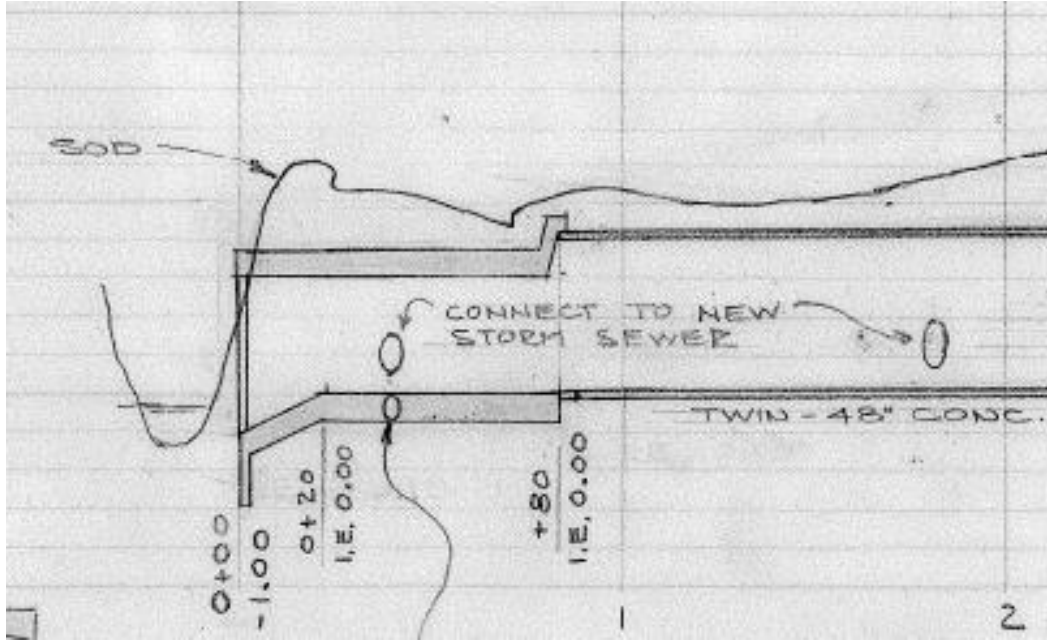
### **BASIS OF PAYMENT**

Cost for temporary fencing shall be paid for according to the contract unit price. Price shall include payment for providing and installing temporary fence and appurtenances, maintenance of fencing as required, creating and closing temporary openings as needed, and removal of fencing and appurtenances including furnishing all labor, tools, equipment, and incidentals necessary to perform the work.

## **BID ITEM 90031 – REMOVE TRANSITION**

### **DESCRIPTION**

There is an existing transition structure/collar from the existing 3'x8' box to the twin 48" pipes (a detail of the existing transition is included in these specifications and shown below). Work under this item shall include all necessary work, labor and materials necessary for the removal of that transition, and preparation of the existing box for inclusion in a new structure. This preparation could include but is not limited to, saw cutting of unsuitable box, trimming steel, removing adhered concrete and/or other work to allow the existing box to be incorporated into a new SAS bid separately.



**METHOD OF MEASUREMENT**

Remove Transition shall be measured as a Lump Sum for completion of the work in the field as described above.

**BASIS OF PAYMENT**

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

**BID ITEM 90032 – 4'X18' STORM STRUCTURE**

**DESCRIPTION**

Work under this item includes construction of a new 4' x 18' field poured storm structure, to allow connection of the new 4'x8' box to the existing 2-3'x8' boxes crossing Darbo Drive. This includes all work, materials, and labor necessary to construct the structure around and integral to the existing and proposed storm sewer, provide and install castings, set and adjust the castings to the grade as called out in the plan set or as directed in the field. The 4' x 18' field poured storm structure shall have steel reinforcement and castings as called out in the storm sewer chart.



The Contractor shall be aware that all steel shall be epoxy coated or that all concrete for the structure shall be made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors.

#### **METHOD OF MEASUREMENT**

4' x 18' storm structure shall be measured by each completed unit constructed in the field.

#### **BASIS OF PAYMENT**

4' x 18' storm structure shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

### **BID ITEM 90033 – 8'X4' ASTM-C-1433 STORM BOX**

#### **DESCRIPTION**

This item shall include all work and coordination necessary to provide and install the 8'x4' storm box as shown on the plan set, and as detailed here. This includes all joint material, bedding and backfill as described. The box shall meet ASTM C-1433 Table #1 for HS-20 loading. The box shall be manufactured, provided and installed with the appropriate amount of reinforcing steel based on the depth of cover provided along the profile of the box. If the box steel is varied along the length of the box installation, the Manufacturer and the Contractor shall provide a plan to the Construction Engineer to assure that the appropriate box sections are installed in the correct locations along the box run.

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

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

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

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

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

#### **METHOD OF MEASUREMENT**

8'X4' ASTM-C-1433 Storm Box, shall be measured by the centerline lineal foot for box culvert provided and installed.

**BASIS OF PAYMENT**

8'X4' ASTM-C-1433 Storm Box, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

**BID ITEM 90034 –STORM CONTROL PLAN AND IMPLEMENTATION**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project. The Contractor shall take all necessary steps to protect the new and existing storm mains from damage during construction and to accommodate the existing flows during construction.

This item includes all storm control necessary for all aspects of the Construction.

The contractor is made aware that backwater from Starkweather Creek is to be expected on this job. Backwater will need to be controlled to allow satisfactory construction of the storm sewer. Storm control shall include provision, installation and removal of coffer dams and/ or pipe flow barriers to prevent back water flow from Starkweather Creek and all permitting required for those measures. Additionally, any pumping of water around the dams constructed above is included in this bid item.

**METHOD OF MEASUREMENT**

Storm Control Plan and Implementation shall be measured by the lump sum for all work necessary throughout construction to control storm flows.

**BASIS OF PAYMENT**

Storm Control Plan and Implementation shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

**BID ITEM 90040 ENGINEERED FILL**

**DESCRIPTION**

This item includes the selection and placement of engineered fill used in the bioretention device.

**MATERIALS**

- 1) The planting mixture shall consist of a mixture of sand, compost. The mix shall be designed to approximate the following percentages, by volume.

Engineered Soil Component	% Composition by volume
Sand	70-80%
Compost	20%-30%

- 2) The sand component shall at a minimum meet the following criteria:

- a) Crushed & screened sandstone
- b) 100% passing a #4 sieve
- c) Maximum of 5% passing a #200 sieve

- 3) The compost component shall meet the requirements listed below:

- a. Particle Size – 98% of the compost shall pass through a 0.75-inch screen.
- b. Physical Contaminants – Less than 1% combined glass, metal and plastic.
- c. Organic Matter/Ash Content – At least 40% organic matter; less than 60% ash content.
- d. Carbon to Nitrogen Ratio – 10-20:1 C:N ratio.
- e. Ph – Between 6 and 8.
- f. Soluble Salts – Electrical conductivity below 10 Ds m<sup>-1</sup> (mmhos cm<sup>-1</sup>)
- g. Moisture Content – Between 35% and 50% by weight.
- h. 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.
- i. Residual Seeds & Pathogens – Pathogens and noxious seeds shall be minimized.
- j. Pathogens – The compost shall meet the Class A requirements for pathogens as specified in s. NR 204.07(6)(a), Wis. Adm. Code.
- k. Other Chemical Contaminants – The compost shall meet the high quality pollutant concentrations as specified in s. NR 204.07(5)I, Wis. Adm. Code.

#### **METHOD OF MEASUREMENT**

Engineered Fill shall be measured by the Cubic Yard installed in the field. The measurement shall begin at the bottom elevation of the bioretention device as shown in on BR-1.

#### **METHOD OF PAYMENT**

Engineered Fill shall be paid by the cubic yard installed in the field.

#### **BID ITEM 90041 WASHED PEA GRAVEL**

##### **DESCRIPTION**

This item includes the selection and placement of pea gravel used in the bioretention device.

##### **MATERIALS**

The pea gravel shall consist of washed pea gravel passing through a 3/8' sieve.

##### **METHOD OF MEASUREMENT**

Pea gravel shall be measured by the ton installed in the field. The measurement shall begin at the bottom elevation of the bioretention device as shown in on BR-1.

##### **METHOD OF PAYMENT**

Pea gravel shall be paid by the ton installed in the field.

#### **BID ITEM 90042 FLEXIBLE PIPE CONNECTOR**

##### **DESCRIPTION**

This item includes the coring into a RCP pipe and connecting a TYPE III pipe to the RCP with a flexible watertight connection. The pipe size and material is determined by the storm sewer schedule.

##### **MATERIALS**

The connector shall conform to the City of Madison standard detail drawing 5.7.31.

## **METHOD OF MEASUREMENT**

The core and flexible pipe connection shall be measured by each core and flexible pipe connector installed in the field.

## **METHOD OF PAYMENT**

Core and flexible pipe connector shall be paid by each connection installed in the field.

## **BID ITEM 90043 GEOTEXTILE FABRIC AND PLACEMENT**

### **DESCRIPTION**

This item includes the placement of geotextile fabric on the side slopes of the bioretention device and securing it to the surface with 6" staples. The geotextile fabric is intended to prevent weeds from becoming established on the side slopes and to prevent erosion.

### **MATERIALS**

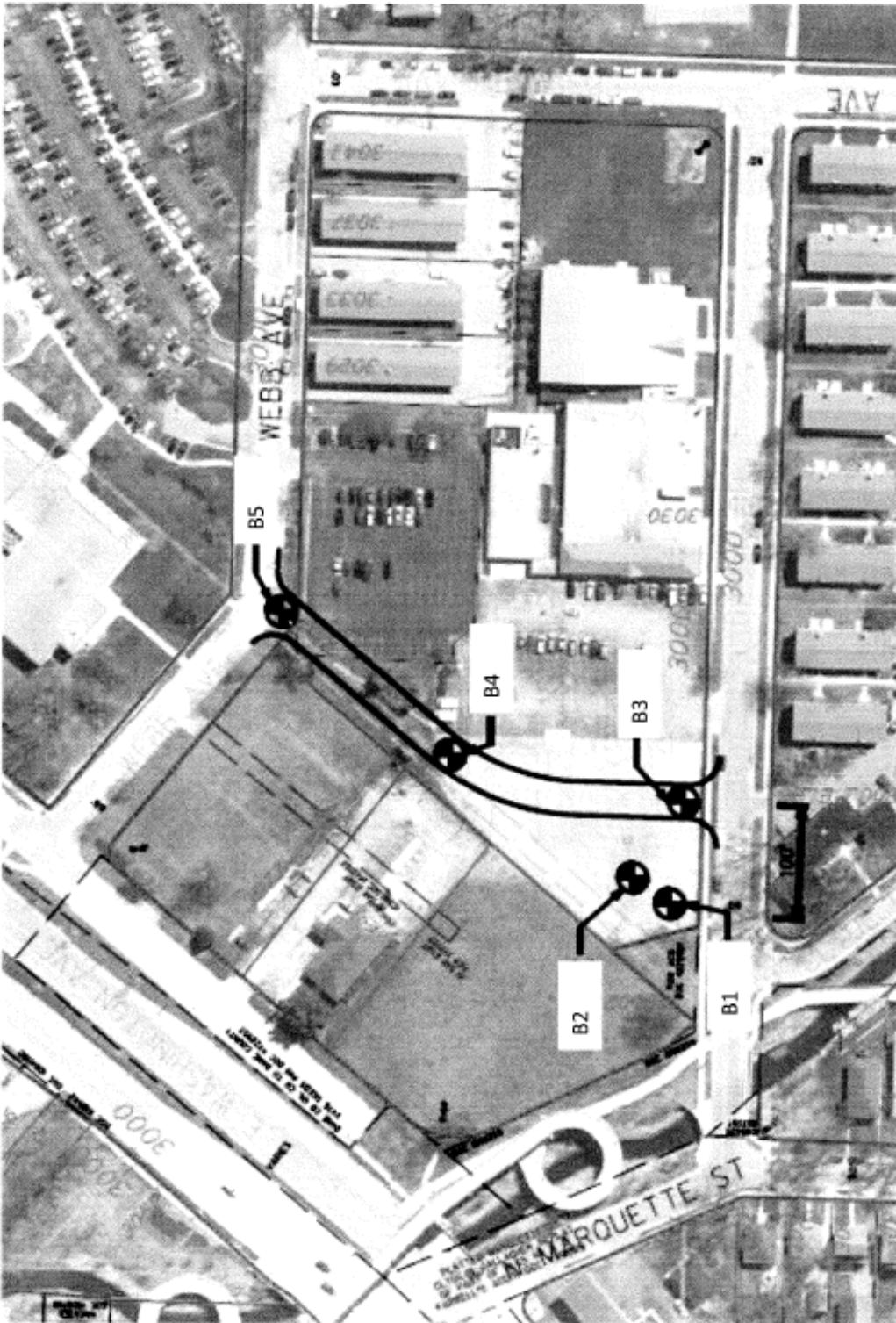
The filter fabric shall be the same material as bid item 20140. 6" metal staples shall be used to secure the filter fabric.

### **METHOD OF MEASUREMENT**

Geotextile fabric and placement shall be measured by the square foot (SF) installed in the field.

### **METHOD OF PAYMENT**

Geotextile fabric and placement shall be paid by the square foot (SF) installed in the field.



**Legend**

⊕ Denotes Boring Location

**Notes**

1. Soil borings performed by Badger State Drilling in October 2017
2. Boring locations are approximate.



Scale: Reduced

Date:

10/2017

Job No.

C17051-36



**Soil Boring Location Plan**  
**Darbo – Webb Connection**  
 Madison, WI





### LOG OF TEST BORING

Project Darbo-Webb Connection  
 Location N 43° 06.225', W 89° 20.427'  
Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 851±  
 Job No. C17051-36  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Type Pipe	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qs) (tsf)	W	LL	PL
					3.5 in. Asphalt Pavement/12 in. Base Course					
1		14	M	10	FILL: Loose to Medium Dense, Brown Sand with Silt and Gravel					
2		18	M	6	Loose, Dark Brown Sedimentary PEAT (PT)		74.3			14.1
3		16	W	5	Medium Stiff, Gray Sandy Lean CLAY (CL)	(0.75)	16.5			
4		18	W	17	Medium Dense, Gray Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
5		18	W	21						
6		18	W	18						
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
<b>WATER LEVEL OBSERVATIONS</b>						<b>GENERAL NOTES</b>				
While Drilling $\nabla$ <u>6.0'</u>			Upon Completion of Drilling _____			Start <u>10/24/17</u> End <u>10/24/17</u>				
Time After Drilling _____			_____			Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u>				
Depth to Water _____			_____			Logger <u>DD</u> Editor <u>ESF</u>				
Depth to Cave in _____			_____			Drill Method <u>2.25" HSA; Autohammer</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



### LOG OF TEST BORING

Project Darbo-Webb Connection  
N 43° 06.218', W 89° 20.415'  
 Location Madison, Wisconsin

Boring No. 3  
 Surface Elevation (ft) 851±  
 Job No. C17051-36  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					3 in. Asphalt Pavement/ 8 in. Base Course					
1	12	M	10		FILL: Medium Dense, Brown Sand with Silt and Gravel					
2	14	M	5		Medium Stiff, Gray Lean CLAY (CL)	(0.75)	28.2			
3	14	W	8		Sandy and Soft Near 6 ft.	(0.4)	15.4			
4	18	W	16		Medium Dense, Dark Gray to Gray Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
5	18	W	25							
6	18	W	24							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
<b>WATER LEVEL OBSERVATIONS</b>						<b>GENERAL NOTES</b>				
While Drilling <u>∇ 6.0'</u> Upon Completion of Drilling _____						Start <u>10/24/17</u> End <u>10/24/17</u>				
Time After Drilling _____ <u>1/2 Hour</u>						Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u>				
Depth to Water _____ <u>7'</u> ▼						Logger <u>DD</u> Editor <u>ESF</u>				
Depth to Cave in _____ <u>10.5'</u>						Drill Method <u>2.25" HSA; Autohammer</u>				
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>										





### LOG OF TEST BORING

Project Darbo-Webb Connection  
 Location N 43° 06.253', W 89° 20.401'  
Madison, Wisconsin

Boring No. 4  
 Surface Elevation (ft) 854±  
 Job No. C17051-36  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/14 in. Base Course					
1	12	M	13		FILL: Medium Dense, Brown Sand with Silt and Gravel					
2	10	M	12		Soft to Medium Stiff, Dark Brown Organic CLAY (OL)	(0.5)	32.3			9.6
3	16	M	10		Medium Stiff, Gray Lean CLAY (CL)	(0.75)	16.9			
4	18	W	10		Loose to Medium Dense, Gray Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
5	18	W	26							
6	18	W	15							
				15	End of Boring at 15 ft					
					Backfilled with bentonite chips and asphalt patch (N 43° 04.747', W 89° 22.367')					
<b>WATER LEVEL OBSERVATIONS</b>						<b>GENERAL NOTES</b>				
While Drilling $\nabla$ <u>8.5'</u> Upon Completion of Drilling _____						Start <u>10/24/17</u> End <u>10/24/17</u>				
Time After Drilling _____ <u>15 Min.</u>						Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u>				
Depth to Water _____						Logger <u>DD</u> Editor <u>ESF</u>				
Depth to Cave in _____ <u>8.5'</u>						Drill Method <u>2.25" HSA; Autohammer</u>				
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>										



### LOG OF TEST BORING

Project Darbo-Webb Connection  
 Location N 43° 06.274', W 89° 20.369'  
Madison, Wisconsin

Boring No. 5  
 Surface Elevation (ft) 853±  
 Job No. C17051-36  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qs) (tsf)	w	LL	PL	LI
				0	3 in. Asphalt Pavement/10 in. Base Course					
1	14	M	6	6	FILL: Soft to Medium Stiff, Dark Brown, Brown and Gray Clay with Variable Sand and Gravel Contents	(0.5)				
2	14	M	5	5		(0.5-0.75)				
3	18	M	3	3		(0.5)				
4	8	M/W	4	4	Loose to Very Loose, Brown to Gray Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM) (Possible Fill)					
5	18	W	0	0	Very Soft, Gray Lean CLAY (CL)	(<0.2)				
6	18	W	3	3		(0.2)				
15					End of Boring at 15 ft					
					Backfilled with bentonite chips and asphalt patch					
20										
WATER LEVEL OBSERVATIONS						GENERAL NOTES				
While Drilling <input checked="" type="checkbox"/> <u>11.0'</u>			Upon Completion of Drilling _____			Start <u>10/24/17</u> End <u>10/24/17</u>				
Time After Drilling _____			_____ <u>15 Min.</u>			Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u>				
Depth to Water _____			_____ <u>9'</u>			Logger <u>DD</u> Editor <u>ESF</u>				
Depth to Cave in _____			_____			Drill Method <u>2.25" HSA; Autohammer</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
DISTRICT - 2018 (RICHARD DAVIS LANE)  
CONTRACT NO. 7450**

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 - 2018 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

### DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT DISTRICT - 2018 (RICHARD DAVIS LANE) CONTRACT NO. 7450

#### 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:

### **DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT DISTRICT - 2018 (RICHARD DAVIS LANE) CONTRACT NO. 7450**

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.

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Signature of Authorized Contractor Representative

---

Date



## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen 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:

### **DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT DISTRICT - 2018 (RICHARD DAVIS LANE) CONTRACT NO. 7450**

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
DISTRICT - 2018 (RICHARD DAVIS LANE)  
CONTRACT NO. 7450**

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

Countersigned:

	Company Name
Witness	Date
Witness	Date
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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

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

**DARBO DRIVE TO WEBB AVENUE NEW STREET CONNECTION ASSESSMENT  
 DISTRICT - 2018 (RICHARD DAVIS LANE)  
 CONTRACT NO. 7450**

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