

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

**2017**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**MONONA BAY SHORELINE REPAIRS**

**CONTRACT NO. 7979**

**PROJECT NO. 10991**

**MUNIS NO. 10991**

**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>

**MONONA BAY SHORELINE REPAIRS  
CONTRACT NO. 7979**

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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: scs

# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

## REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

### A BEST VALUE CONTRACTING MUNICIPALITY

|  |                              |
|--|------------------------------|
| PROJECT NAME:                                | MONONA BAY SHORELINE REPAIRS |
| CONTRACT NO.:                                | 7979                         |
| SBE GOAL                                     | 3%                           |
| BID BOND                                     | 5%                           |
| PRE BID MEETING (1:00 P.M.)                  | 7-14-2017                    |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M.) | 7-14-2017                    |
| BID SUBMISSION (1:00 P.M.)                   | 7-21-2017                    |
| BID OPEN (1:30 P.M.)                         | 7-21-2017                    |
| PUBLISHED IN WSJ                             | 7-7-2017 & 7-14-2017         |

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

**MONONA BAY SHORELINE REPAIRS  
CONTRACT NO. 7979**

**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



**MONONA BAY SHORELINE REPAIRS  
CONTRACT NO. 7979**

**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**

### **MONONA BAY SHORELINE REPAIRS CONTRACT NO. 7979**

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

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

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

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

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 104 SCOPE OF WORK**

This contract and associated plan set describes the work necessary to repair failing riprap at 19 locations along Monona Bay.

#### **SECTION 104.4 INCREASE OR DECREASE QUANTITIES**

If unit prices for Riprap Repair are favorable, the City may request to increase the amount of repair performed in this contract, by adding additional locations. If unit prices are unfavorable, the City may request to reduce the amount of repair locations.

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

#### **SECTION 105.12 COOPERATION OF THE CONTRACTOR**

The Contractor shall be aware that South Shore Drive and West Shore Drive, as well as Brittingham Park, receive a significant amount of pedestrian and bicycle traffic. The Contractor shall communicate to their employees and subcontractors to use extreme caution when working and operating equipment and trucks for this project.

Restoration of all disturbed areas within Brittingham Park shall be restored with topsoil, Terrace Seed Mix, and erosion control matting per the Standard Specifications and this contract. All disturbed area shall be subject to approval from the Parks Division, as well as the Construction Engineer, prior to acceptance.

#### **SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be aware that private residents have riparian rights within the project limits, and these residents have the right to place docks in Monona Bay and have limited rights to store private property within Brittingham Park. Residents may elect to leave their docks and other private property in

place during the riprap repair. Residents may also elect to leave their boat hoists and dock sections along the shore, within the project limits.

The Contractor shall use caution when working around private property. If private property is damaged during the completion of this contract, the Contractor shall repair to previous conditions, or replace with equal or better, the damaged property. The Project Engineer or Construction Engineer shall determine acceptability of repaired or replaced property.

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

The Contractor shall maintain two-way traffic at all times on South Shore Drive and West Shore Drive. The Contractor shall be aware that South Shore Drive and West Shore Drive has significant amounts of pedestrian and bicycle traffic and shall be prepared to accommodate this traffic at all times.

#### **SECTION 108.2            PERMITS**

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

- Army Corps of Engineers General Permit
- City of Madison Erosion Control and Stormwater Management Permit

A Wisconsin Department of Natural Resources (DNR) Chapter 30 permit is not needed for this project.

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

- Wisconsin DNR Dewatering

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

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

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

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

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

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

The Contractor shall begin work on this project on or before **October 9, 2017**, or as soon as the contract has been fully executed. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091).

The time of completion shall be **December 31, 2017**.

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

The Contractor does not need to complete all 19 repairs in consecutive order. However, the Contractor shall work consistently on individual repairs, completing individual repairs in a timely manner once they have been started. The Contractor may elect to take breaks in the work between repairs.

## **SECTION 109.2            EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

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

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

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

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

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

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

## **BID ITEM 21013:            STREET SWEEPING**

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. The Contractor shall use a vacuum sweeper or sweeper with collector attachment. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

**BID ITEM 90030:        RIPRAP REPAIR**

**DESCRIPTION**

Work under this item shall include all labor, equipment, materials, and incidentals necessary to complete riprap repairs as shown on the plan set and described in these special provisions.

Prior to disturbing any shoreline, the Contractor shall place Turbidity Barrier in a manner that fully encompasses all shoreline disturbance for each riprap repair location. The Turbidity Barrier shall be placed in accordance with DNR Conservation Practice Standard 1069, which has been attached to these Special Provisions for reference.

The Contractor shall repair sections of riprap as marked by City staff. The Contractor shall remove existing stone and salvage stones that can be reused. This shall include durable rounded stones. The Contractor shall segregate and remove pieces of concrete, concrete block, or other material that does not comply with the stone specification defined in subsequent paragraphs. The Contractor shall be responsible for removing all unusable material from the site and disposing of it in an appropriate manner.

If necessary, the Contractor shall shape the bank sufficiently to place geotextile filter fabric and new stone. This may include removing vegetation or overhanging banks. The Contractor may reuse excavated material free of roots, vegetation, and other deleterious material to reshape the bank. Any material that cannot be reused, shall be removed from the site by the contractor and properly managed.

The Contractor shall place Geotextile Filter Fabric, Type HR on the bank in accordance with Article 202.2 of the Standard Specifications. The filter fabric shall be placed in a manner that prevents excess material from being visible above the top of the riprap. If necessary, the Contractor shall cut overhanging material and remove it from the site.

The Contractor shall replace salvaged riprap and supplement the riprap with imported material as necessary to achieve the typical cross-section shown in the plan set. The amount of imported material will vary between repair locations and amount of material salvaged. The Contractor shall import Glacial Field Stone that complies with Heavy Riprap sizing, as defined in Article 212 of the Standard Specifications and shall have an average size of 18 inches. The Contractor shall segregate larger boulders to be placed as ton stones, as shown on the plan set. The riprap shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

The Contractor shall repair any damaged or disturbed park areas by restoring or importing topsoil sufficient for 4 inches of material. The Contractor shall loosen all compacted surface material. All disturbed areas shall be seeded with Terrace Seed Mix in accordance with Article 207 of the Standard Specifications. All disturbed areas shall be stabilized with Erosion Control Matting, Class I, Urban Type A in accordance with Article 210 of the Standards Specifications. The Contractor shall note that, per the Standard Specifications, only organic anchors will be permitted on site. All restoration is subject to approval by the Construction Engineer and Parks Division representative.

The Contractor shall take all necessary precautions to prevent damage to existing curb and gutter, street features, or park features. If damage occurs to any public or private property as a result of construction activities, the Contractor shall repair or replace damaged items at no additional cost to the City. The Construction Engineer shall have final say for determination of damaged property.

The Contractor shall note that a Mobilization bid item will not be paid for this contract. This is due to multiple mobilizations being optional for the Contractor.

**METHOD OF MEASUREMENT**

Riprap Repair shall be measured per Linear Foot of shoreline repair as measured along the riprap/park land interface.

If unit prices for Riprap Repair are favorable, the City may request to increase the amount of repair performed in this contract, by adding additional locations. If unit prices are unfavorable, the City may request to reduce the amount of repair locations.

#### **BASIS OF PAYMENT**

Riprap Repair shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to salvage existing stone, grade the banks as necessary, provide and place Geotextile Filter Fabric Type HR, import and replace Heavy Riprap – Glacial Field Stone to the lines and grades shown on the plan set, and restore any disturbed areas created by the shoreline repairs.

# Turbidity Barrier

## (1069)

Wisconsin Department of Natural Resources  
Conservation Practice Standard

### I. Definition

A temporary fabric barrier with very low permeability, installed in or near the bed of a waterway or waterbody to minimize sediment transport and is installed parallel to flow. Turbidity barrier cannot be installed perpendicular to a moving channel.

### II. Purposes

The purpose of this practice is to provide sediment containment while construction activities are occurring in or directly adjacent to a waterway or waterbody.

### III. Conditions Where Practice Applies

This practice applies where construction activities intrude or are directly adjacent to a waterway or waterbody. This includes but is not limited to bridge construction, rip rap placement, utility work, streambank restoration, boat launches and dredging.

Use turbidity barriers in conditions with fine soils and flow velocities not exceeding 5 feet per second, unless additional reinforcement is installed.

### IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of turbidity barriers. This standard does not contain the text of federal, state, or local laws.

### V. Criteria

This section establishes the minimum standards for design, installation and performance requirements.

A. **Installation** – Details of construction not listed in the text shall conform to the pertinent requirements of Figures 1 and 2.

1. The barrier shall be installed before construction activities are initiated in, or

adjacent to the waterway or waterbody. Install the turbidity barrier as close to the construction as practical. The barrier shall remain in place and be maintained until the construction activity is completed and the disturbed area *stabilized*<sup>1</sup>.

2. The ends of the barrier shall be securely anchored and keyed into the shoreline to fully enclose the area where sediment may enter the water.
3. Driven steel posts shall be used to hold the barrier in position. The maximum spacing between posts shall be 10 feet. When barrier height exceeds 8 feet, post spacing may need to be decreased.

When bedrock prevents the installation of posts, float devices may be used. Flotation devices shall be flexible, buoyant units contained in an individual flotation sleeve or collar attached to the turbidity barrier. Use solid expanded polystyrene logs or equivalent having a 49 square inch minimum end area. Do not use polystyrene beads or chips. Buoyancy provided by the flotation devices shall be sufficient to support the weight of the turbidity barrier and maintain a freeboard of at least three inches above the water surface. Refer to Figure 1.

4. The barrier and steel posts shall extend from the bottom of the waterway or waterbody to an elevation 2 feet above the anticipated high water level during the time of year and duration the barrier will be in place. The elevation shall not exceed the top of bank.
5. Ballast shall be used to hold the barrier in a vertical position. Bottom load lines shall consist of a chain incorporated into the bottom hem of the screen, of sufficient weight to serve as ballast to hold the screen in a vertical position. Additional anchorage shall be provided if necessary.

<sup>1</sup> Words in the standard that are shown in italics are described in X. Definitions. The words are italicized the first time they are used in the text.

6. Danger buoys shall be used as directed by the Coast Guard or DNR permit when working in navigable waters.
7. Turbidity barriers shall be installed parallel to the direction of flow and shall not be installed across channels.

**B. Material**

1. Reusable components of the turbidity barrier system shall be clean and free of potential exotic species. Fabric cannot be reused.
2. Top load lines shall consist of 5/16 inch steel cable.
3. Fabric shall be selected according to the specifications in Table 1.

**Table 1**

| <b>Requirement</b>         | <b>Method</b> | <b>Value</b>                 |
|----------------------------|---------------|------------------------------|
| Min. grab tensile strength | ASTM D 4632   | 200 lb (890 N)               |
| Min. puncture strength     | ASTM D 4833   | 90 lb (400 N)                |
| Maximum permeability       | ASTM D 4491   | $\leq 1 \times 10^{-7}$ cm/s |
| Min. ultraviolet stability | ASTM D 4355   | 70%                          |

Source: WisDOT Spec 628.2.10.

**VI. Considerations**

- A. The 5 feet per second flow velocity specified in Section III can be the base flow of the stream or the base flow plus the addition of storm event runoff. Base flow can be used alone for short term projects (typically one day duration, i.e. culvert installation) when the chance of precipitation is low. Longer term projects (i.e. bridge work) should consider storm flow in addition to base flow (typically the two year event).
- B. If the current exceeds 5 feet per second, other methods to divert flow away from the turbidity barrier such as temporary concrete traffic barriers, coffer dams, pumping, or sheet piling should be considered.
- C. Sediment that has been settled out by the turbidity barrier should only be removed if so directed by the regulatory authority because re-

suspension of sediment will likely occur during the removal process. Use of polymers may help prevent resuspension of sediment. See WDNR Technical Standard 1051 Sediment Control Water Application of Polymers for further guidance.

- D. Turbidity barriers are meant to manage sediment in the waterbody. The best way to prevent sediment from entering the waterbody is through the implementation of effective upland erosion control, stopping sediment transport at its source.
- E. Turbidity barriers should not be used to reduce the conveyance capacity of the channel. An example is use on bridge projects where the turbidity barrier is installed adjacent to each abutment simultaneously.
- F. Turbidity barriers may be installed on the banks of a waterway or waterbody if higher water levels are anticipated during construction.

**VII. Plans and Specifications**

Plans and specifications for installing a turbidity barrier shall be in keeping with this standard and attached detail drawing and shall describe the requirements for applying the practice to achieve its intended purpose:

- A. Location of turbidity barrier.
- B. Material specification conforming to standard.
- C. All plans, standard detail drawings, or specifications shall include schedule sequence or notes for installation, inspection, and maintenance. The responsible party shall be identified.

**VIII. Operation and Maintenance**

- A. Turbidity barriers shall be inspected daily and repaired if necessary.
- B. Turbidity barriers shall not be removed until the water behind the barrier has equal or greater clarity than the waterway or waterbody.
- C. Care shall be taken when removing the barrier to minimize the release or re-suspension of accumulated sediment.
- D. To prevent the spread of exotic species turbidity barriers shall not be reused on other sites. Buoys

and chains can be reused but shall be either disinfected with vinegar or cleaned with hot water greater than 104 deg. F then allowed to completely dry for a minimum period of five days. If there are any questions about the occurrence of zebra mussels, Eurasian watermilfoil, or other aquatic invasive species in a waterbody that you are working in, or intend to work in, contact your local DNR staff.

## **IX. References**

WisDOT Facilities Development Manual: Chapter 10, Section 10, Subject 45, Turbidity Barrier

## **X. Definitions**

*Stabilized (V.A.1)*: Means that all land disturbing construction activities at the construction site have been completed, and that a uniform perennial vegetative cover has been established with a density of at least 70% of the cover for the unpaved areas and areas not covered by permanent structures, or that employ equivalent stabilization measures.

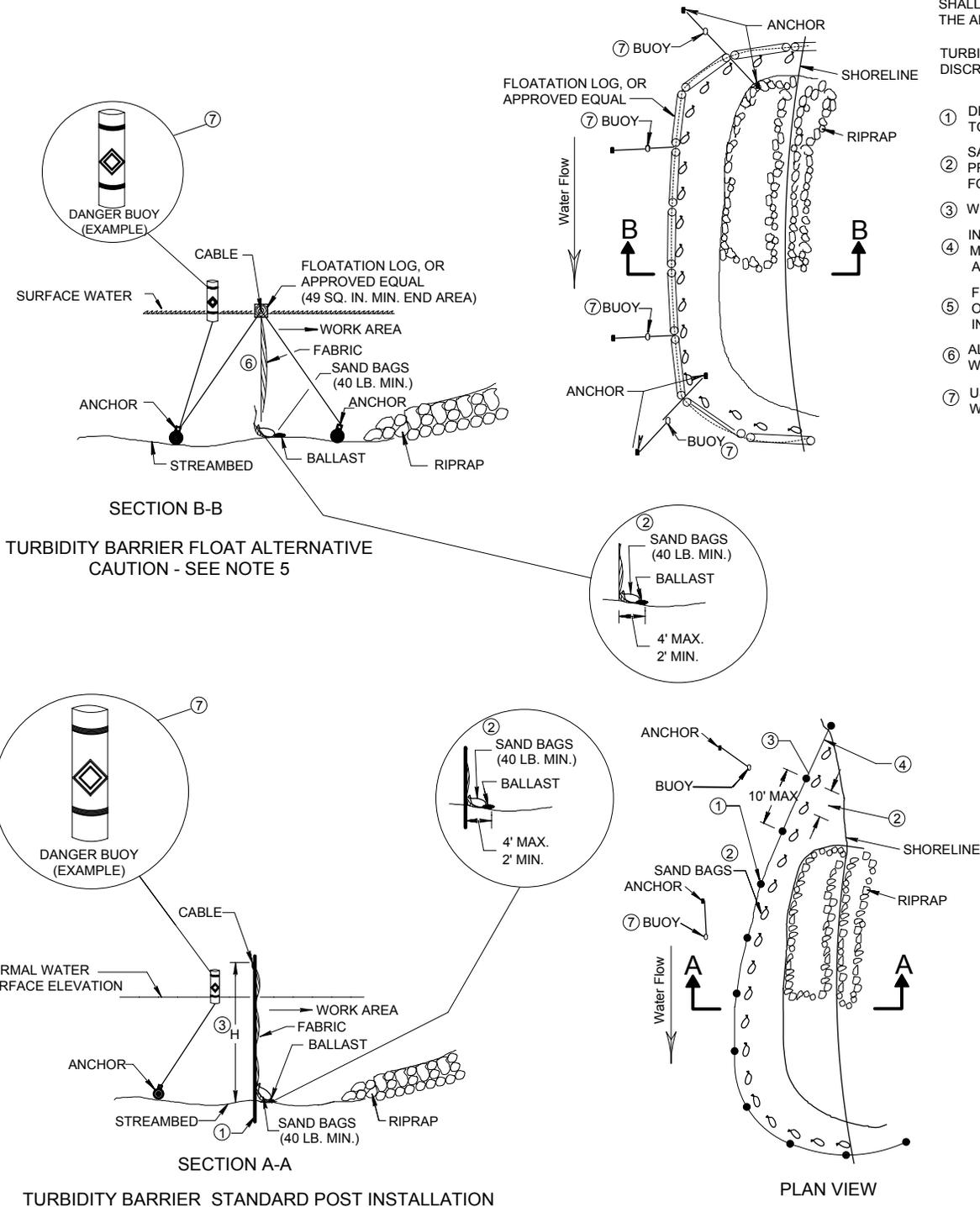
# Figure 1. Turbidity Barrier Placement Details

## GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD AND THE APPLICABLE SPECIAL PROVISIONS

TURBIDITY BARRIER MAY BE REMOVED AT THE ENGINEERS OR PROJECT MANAGERS DISCRETION, WHEN PERMANENT EROSION CONTROL MEASURES HAVE BEEN ESTABLISHED.

- ① DRIVEN STEEL POSTS, PIPES, OR CHANNELS. LENGTH SHALL BE SUFFICIENT TO SECURELY SUPPORT BARRIER AT HIGH WATER ELEVATIONS.
- ② SANDBAGS TO BE USED AS ADDITIONAL BALLAST WHEN ORDERED BY THE ENGINEER OR PROJECT MANAGER TO MEET ADVERSE FIELD CONDITIONS. SPACE AS APPROPRIATE FOR SITE CONDITIONS.
- ③ WHEN BARRIER HEIGHT, H, EXCEEDS 8 FT., POST SPACING MAY NEED TO BE DECREASED.
- ④ IN WATERWAYS SUBJECT TO FLUCTUATING WATER ELEVATIONS, PROVISIONS SHOULD BE MADE TO ALLOW THE WATER TO EQUALIZE ON EACH SIDE OF THE BARRIER. THIS MAY BE ACCOMPLISHED BY LEAVING A PORTION OF THE BARRIER OPEN ON THE UPSTREAM END.
- ⑤ FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER, AND IS MEANT FOR LOCATIONS WHERE BED ROCK PREVENTS THE INSTALLATION OF POSTS.
- ⑥ ALLOW SUFFICIENT SLACK VERTICALLY AND HORIZONTALLY SO THAT SEDIMENT BUILD UP WILL NOT SEPARATE OR LOWER THE TURBIDITY BARRIER.
- ⑦ USE AS DIRECTED BY COAST GUARD OR DNR PERMIT WHEN WORKING IN NAVIGABLE WATERWAYS.

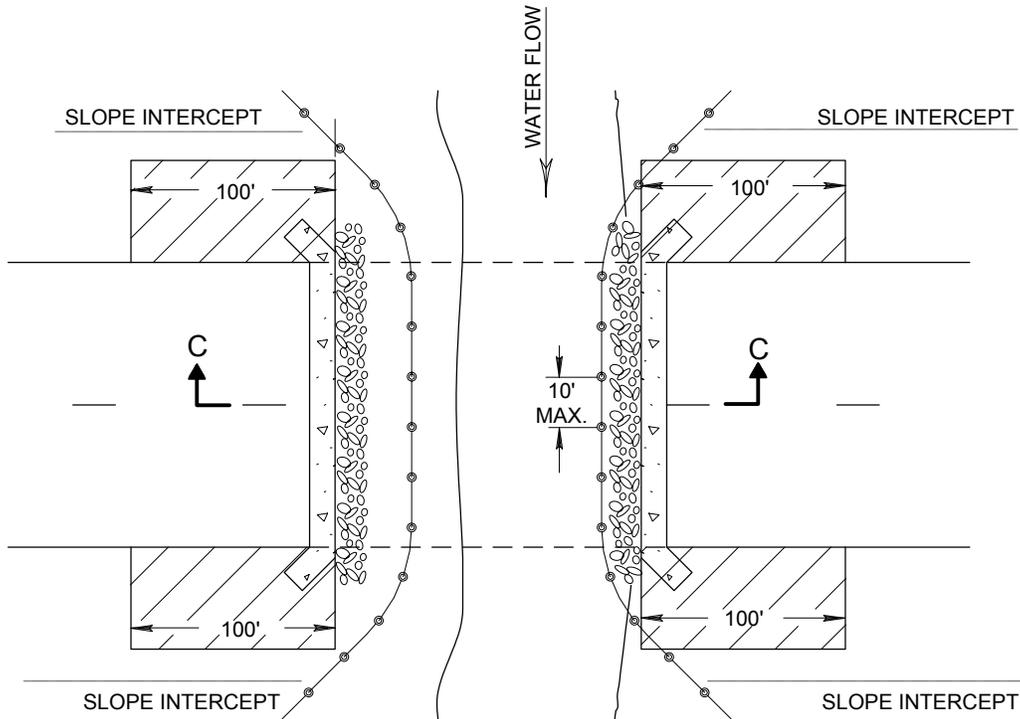


NOT TO SCALE

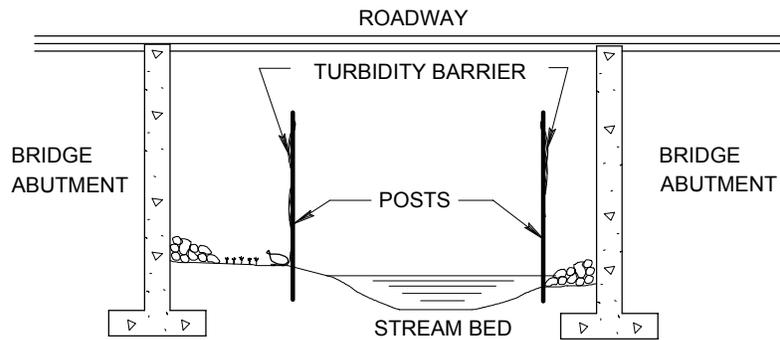
# FIGURE 2. TURBIDITY BARRIER DETAIL SHOWING TYPICAL PLACEMENT AT STRUCTURES

## GENERAL NOTE

FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER AND IS MEANT FOR LOCATIONS WHERE BEDROCK PREVENTS THE INSTALLATION OF POSTS.



PLAN VIEW



SECTION C-C

NOT TO SCALE

This Drawing is Based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 11-2.



REPLY TO ATTENTION OF  
REGULATORY BRANCH

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

June 19, 2017

Regulatory File No. 2017-00970-KJH

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

Dear Ms. Swenson:

This correspondence is in regard to a pre-construction notification (PCN) by the City of Madison requesting Department of the Army (DA) authorization to discharge rock riprap into 650 linear feet of Lake Monona for the repair of failing rock riprap at 19 independent and distinct shoreline locations (WDNR Number: GP-SC-2017-13-00983, 00996 - 01002). The project site is in Section 26, Township 7 North, Range 9 East, in Dane County, Wisconsin.

The work that you describe appears to fit the general activity information described in Nationwide Permit (NWP) 13, Bank Stabilization. Based on the information submitted to our agency, it appears that no application or notification to the St. Paul District Corps of Engineers is required for your project.

This letter is not a verification of DA eligibility, but an indication that your project may meet the requirements for DA eligibility. It is your responsibility to ensure that the work is performed in accordance with the NWP terms and General Conditions before starting work. It is also incumbent on you to verify that your activity has received a required 401 water quality certification or waiver from the Wisconsin Department of Natural Resources (WDNR) prior to the start of work in waters of the U.S. If a 401 water quality certification has not been issued for your activity, you are responsible for contacting the 401 certifying agency listed below. A full list of applicable NWP terms, conditions and all issued 401 water quality certifications may be found by visiting our website at <http://www.mvp.usace.army.mil/missions/regulatory/nwp/>.

Failure to comply with any of the listed conditions could result in the Corps initiating an enforcement action. We did not determine whether wetlands or other waters in the site are subject to Corps jurisdiction. You may request a jurisdictional determination from the Corps contact indicated below. It is not necessary to request a jurisdictional determination.

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

Sincerely,  
Kerrie J. Hauser  
Regulatory Project Manager

cc: WDNR, Wendy Peich Water Management Specialist  
WDNR, Cami Peterson

## BEFORE THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Application of the United States Department of the Army,)  
Corps of Engineers, for Water Quality Certification for the)  
Final Regulations Pertaining to the Issuance, Reissuance, )  
and Modification of Nationwide Permits )

On January 6, 2017, the United States Department of the Army, Corps of Engineers (COE), published its final notice regarding the Issuance of Nationwide Permits (NWP) in the Federal Register (agency docket number COE-2015-0017). The publication includes new, existing, and modified NWP. Publication of these NWP serves as the Corps' application to the State for water quality certification (WQC) under Section 401 of the Federal Clean Water Act (CWA).

The Wisconsin Department of Natural Resources (WDNR) has examined the final regulations pursuant to Section 401, CWA, and Chapter NR 299, Wisconsin Administrative Code (Wis. Adm. Code).

The WDNR has determined the following conditions for the NWP are required to ensure compliance with state water quality standards enumerated in s. 299.04, Wis. Adm. Code. The certification contained herein shall expire on March 19, 2022.

Section 401 Certification does not release the permittee from obtaining all other necessary federal, state, and local permits, licenses, certificates, approvals, registrations, charters, or similar forms of permission required by law. It does not limit any other state permit, license, certificate, approval, registration, charter, or similar form of permission required by law that imposes more restrictive requirements. It does not eliminate, waive, or vary the permittee's obligation to comply with all other laws and state statutes and rules throughout the construction, installation, and operation of the project. This Certification does not release the permittee from any liability, penalty, or duty imposed by Wisconsin or federal statutes, regulations, rules, or local ordinances, and it does not convey a property right or an exclusive privilege.

This Certification does not replace or satisfy any environmental review requirements, including those under the Wisconsin Environmental Policy Act (WEPA) or the National Environmental Policy Act (NEPA).

**Note:** The specific language in the NWP is not included in this document. Copies of complete nationwide permits published in the Federal Register on January 6, 2017, may be obtained from your local COE field office.

### STATE CONDITIONS AND LIMITATIONS OF CERTIFICATION

#### GENERAL CONDITIONS:

1. The permittee shall allow the WDNR reasonable entry and access to the discharge site to inspect the discharge for compliance with the certification and applicable laws.

2. If any of these §401 water quality certification conditions are found invalid or unenforceable, the water quality certification is denied for all activities to which that condition applies.

3. Water quality certification is denied without prejudice for activities involving the temporary stockpiling of dredged or fill material in waters of the state, including wetlands.

4. No discharges of dredged or fill material below the ordinary high water mark of a navigable stream as defined by s. 310.03(5), Wis. Adm. Code, may take place during fish spawning periods or times when nursery areas would be adversely impacted. These periods are:

- September 15<sup>th</sup> through May 15<sup>th</sup> for all trout streams and upstream to the first dam or barrier on the Root River (Racine County), the Kewaunee River (Kewaunee County), and Strawberry Creek (Door County). To determine if a waterway is a trout stream, you may use the WDNR website trout maps at <http://dnr.wi.gov/topic/fishing/trout/streammaps.html>.
- March 1<sup>st</sup> through June 15<sup>th</sup> for ALL OTHER waters.

5. Unless specifically exempt from state statute and federal Pre-Construction Notification (PCN) requirements, Applicants seeking authorization under these NWP's shall complete the Joint State/Federal Permit Application on the department e-permitting site at <http://dnr.wi.gov/Permits/Water/>.

Nationwide Permits Granted Water Quality Certification:

- NWP 3 – Maintenance
- NWP 4 – Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
- NWP 5 – Scientific Measurement Devices
- NWP 6 – Survey Activities
- NWP 13 – Bank Stabilization
- NWP 15 – U.S. Coast Guard Approved Bridges
- NWP 16 – Return Water From Upland Contained Disposal Areas
- NWP 18 – Minor Discharges
- NWP 20 – Response Operations for Oil or Hazardous Substances
- NWP 22 – Removal of Vessels
- NWP 25 – Structural Discharges
- NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities
- NWP 28 – Modifications of Existing Marinas
- NWP 30 – Moist Soil Management for Wildlife
- NWP 31 – Maintenance of Existing Flood Control Facilities
- NWP 35 – Maintenance Dredging of Existing Basins
- NWP 36 – Boat Ramps
- NWP 37 – Emergency Watershed Protection and Rehabilitation
- NWP 38 – Cleanup of Hazardous and Toxic Waste
- NWP 45 – Repair of Uplands Damaged by Discrete Events
- NWP 53 – Removal of Low-Head Dams
- NWP 54 – Living Shorelines

### Nationwide Permits for which Water Quality Certification is Partially Denied

WQC is certified or denied without prejudice as indicated below for the activities authorized by the following NWP's. Certified activities are subject to WQC conditions 1-5 above. If activities are denied without prejudice, the applicant must apply to the WDNR for an individual 401 WQC.

- NWP 7 - Outfall Structures and Associated Intake Structures
  - WQC denied: Where the effluent from the outfall is not regulated under the WPDES permit program. WPDES permit information is available at: <http://dnr.wi.gov/topic/wastewater/PermitApplications.html>
  - WQC certified: All other NWP 7 activities.
- NWP 32 - Completed Enforcement Actions
  - WQC denied: If WDNR is not a party to the agreement or if WDNR has not concurred in writing with the settlement agreement.
  - WQC certified: All other NWP 32 activities.
- NWP 39 - Commercial and Institutional Developments
  - WQC denied: Discharges of dredged or fill material for the construction of the following attendant features: yards, recreation facilities, stormwater management facilities or wastewater management facilities.
  - WQC certified: All other NWP 39 activities.
- NWP 41 - Reshaping Existing Drainage Ditches
  - WQC denied: If any portion of the project will occur in or adjacent to a trout stream or any perennial tributaries to a trout stream. To determine if a waterway is a trout stream, you may use the WDNR website trout maps at <http://dnr.wi.gov/topic/fishing/trout/streammaps.html>.
  - WQC certified: All other NWP 41 activities.
- NWP 42 - Recreational Activities
  - WQC denied: If the project involves the placement of any dredged or fill material into Wisconsin navigable waters as defined in s. NR 310.03(5), Wis. Adm. Code.
  - WQC certified: All other NWP 42 activities.
- NWP 44 - Mining Activities
  - WQC denied: If the project involves the placement of any dredged or fill material into Wisconsin navigable waters as defined in s. NR 310.03(5), Wis. Adm. Code.
- NWP 46 - Discharges in Ditches
  - WQC denied: If the project involves the placement of any dredged or fill material into Wisconsin navigable waters as defined in s. NR 310.03(5), Wis. Adm. Code.
  - WQC certified: All other NWP 46 activities.
- NWP 51 - Land-Based Renewable Energy Generation Facilities
  - WQC denied: Discharges of dredged or fill material for the construction of the following attendant features: yards, recreation facilities, stormwater management facilities or wastewater management facilities.
  - WQC certified: All other NWP 51 activities.

Water Quality Certification Is Also Denied for the Nationwide Permits Revoked by the Corps of Engineers in Wisconsin and Listed Below:

- NWP 8 – Oils and Gas Structures on the Outer Continental Shelf
- NWP 12 – Utility Line Activities
- NWP 14 – Linear Transportation Projects
- NWP 15 – U.S. Coast Guard Approved Bridges
- NWP 21 – Surface Coal Mining Activities
- NWP 23 – Approved Categorical Exclusions
- NWP 24 – Indian Tribe or State Administered Section 404 Programs
- NWP 34 – Cranberry Production Activities
- NWP 49 – Coal Re-mining Activities
- NWP 50 – Underground Coal Mining Activities

Nationwide Permits Denied Water Quality Certification Without Prejudice At This Time:

The following NWP categories are denied Water Quality Certification (WQC) in their entirety and require an individual Section 401 WQC for all activities under these NWPs. In instances where a state has denied the 401 WQC for discharges under a particular NWP, permittees must furnish the District Engineer for the COE with an individual 401 WQC.

Each category was reviewed and it was determined that: potential water quality and beneficial use impacts would be beyond that considered minimal; the activity was not likely to occur in Wisconsin; the NWP doesn't align with state general permit standards required by statute (NWP 29, 40, 43); inadequate data was available for WDNR to fully evaluate potential water quality and beneficial use impacts; or the category was empty (Reserved).

- NWP 17 – Hydropower Projects
- NWP 19 – Minor Dredging
- NWP 26 – Reserved
- NWP 29 – Residential Developments
- NWP 33 – Temporary Construction, Access and Dewatering
- NWP 40 – Agricultural Activities
- NWP 43 – Stormwater Management Facilities
- NWP 47 – Reserved
- NWP 48 – Existing Commercial Shellfish Aquaculture Activities
- NWP 52 – Water-Based Renewable Energy Generation Pilot Projects

**Note:** State water quality certification is not required for the following Section 10 only NWPs: 1 – Aids to Navigation, 2 – Structures in Artificial Canals, 9 – Structures in Fleeting and Anchorage Areas, 10 – Mooring Buoys, 11 – Temporary Recreational Structures, 28 – Modifications of Existing Marinas, 35 – Maintenance Dredging of Existing Basins.

**NOTICE OF APPEAL RIGHTS**

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

To request a contested case hearing pursuant to section 227.42, Wisconsin Statutes, you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources.

This determination becomes final in accordance with the provisions of s. NR 299.05(7), Wisconsin Administrative Code, and is judicially reviewable when final. For judicial review of a decision pursuant to Sections 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision becomes final to file your petition with the appropriate circuit court and to serve the petition on the Secretary of the Department of Natural Resources. The petition must name the Department of Natural Resources as the respondent.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request.

This notice is provided pursuant to section 227.48(2), Wisconsin Statutes.

Dated at Madison, Wisconsin

June 1, 2017

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By



Cathy Stepp, Secretary

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**MONONA BAY SHORELINE REPAIRS  
CONTRACT NO. 7979**

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

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

\_\_\_\_\_  
SIGNATURE

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

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

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

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

## SECTION F: BEST VALUE CONTRACTING

### MONONA BAY SHORELINE REPAIRS CONTRACT NO. 7979

#### 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:

### **MONONA BAY SHORELINE REPAIRS CONTRACT NO. 7979**

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<br><p style="text-align: center;">City of Madison, Wisconsin</p> |

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

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

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

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

\_\_\_\_\_  
Date

## SECTION H: AGREEMENT

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

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

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

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

### MONONA BAY SHORELINE REPAIRS CONTRACT NO. 7979

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.

**MONONA BAY SHORELINE REPAIRS  
CONTRACT NO. 7979**

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

Countersigned:

|         |              |
|---------|--------------|
|         | Company Name |
| Witness | Date         |
| Witness | Date         |

|         |           |
|---------|-----------|
|         | President |
| 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:

**MONONA BAY SHORELINE REPAIRS  
CONTRACT NO. 7979**

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