

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

**2018**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018**

**CONTRACT NO. 8123**

**MUNIS NO. 11650**

**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>

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

**INDEX**

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

This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: lc

## SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

|  |  |
|--|--|
| PROJECT NAME:                                | GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2018 |
| CONTRACT NO.:                                | 8123   |
| SBE GOAL                                     | 8%   |
| BID BOND                                     | 5%   |
| SBE PRE BID MEETING (1:00 P.M.)              | APRIL 27, 2018   |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | APRIL 26, 2018   |
| BID SUBMISSION (2:00 P.M.)                   | MAY 3, 2018  |
| BID OPEN (2:30 P.M.)                         | MAY 3, 2018  |
| PUBLISHED IN WSJ                             | APRIL 19, & 26, 2018   |

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

**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

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

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

SBE Subcontractors Who Are Suppliers

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

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

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

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

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

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

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

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

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

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

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

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

---

---

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

---

---

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

---

---

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

---

---

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

---

---

6. Describe any other good faith efforts:

---

---

## **SECTION D: SPECIAL PROVISIONS**

### **GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8123**

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

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

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

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

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

The project limits for the work are Glenview Drive from 400 feet north of the cul-de-sac to Joylynn Drive; Joylynn Drive from Glenview Drive to Tompkins Drive; and Woodlawn Drive from the east intersection of Woodlawn Drive and Glenview Drive to 350 feet south of the east intersection of Woodlawn Drive and Glenview Drive. Sanitary sewer work extends into Edna Taylor Park.

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

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

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

The City of Madison is aware of other projects anticipated to be taking place in the vicinity of this project in Summer 2018. Munis No. 11655 – Davidson/Hegg/Major is located approximately 2 miles to the north of this project.

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

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



Work under this contract will require coordination with private utility companies. Work in this contract will require some private utility relocations to install the public utilities. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process. MG&E is planning to replace the gas main and services, with the majority of their work expected to be completed prior to this contract beginning. The Contractor shall coordinate their work to allow access to utility companies to resolve any conflicts that may arise. Contacts for private utilities are:

John Wichern (MG&E gas) 608-252-1563 JWichern@mge.com  
Rich Parker (MG&E elec) 608-252-7379 RParker@mge.com

Contractor shall contact the Parks Division - Paul Quinlan, Conservation Resource Supervisor (608-267-4918 pquinlan@cityofmadison.com) prior to starting work within Edna Taylor Park.

Note that residents on the project may request accommodation for special needs or disabilities. Access shall be provided to these residents at all times. Properties may have construction taking place on private property during the project. The Contractor shall coordinate with these other contractors to maintain access and coordinate work as needed.

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

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

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

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

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

Contractor shall note that there is an existing metro route along Tompkins Drive adjacent to the project area. It is not anticipated that a detour is required but Contractor shall coordinate with Metro if needed.

At the intersection of Tompkins Drive and Joylyne Drive, at least one travel lane in each direction on Tompkins Dr. shall be maintained at all times.

Contractor may close Joylyne Drive, and the portions of Glenview and Woodlawn included in the project. Contractor shall note that residents on the portions of Glenview Drive and Woodlawn Drive not included with the project will need to travel through the project and Contractor shall maintain local traffic access for these residents and other residents affected by the project.

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

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

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

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

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

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

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

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

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

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

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

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

control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Mark Winter, City of Madison Traffic Engineering, at 608-266-6585 for questions on this spec.

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

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

#### **SECTION 108.2      PERMITS**

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

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

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

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

The total time for completion of this contract is **110 CALENDAR DAYS**. The completion date in 2018 shall be **NOVEMBER 16, 2018**. Contractor may elect to use up to 14 additional days in Spring 2019, for paving of the surface course only, with all paving to be complete by June 1st 2019. Contractor shall note that if he/she elects to work during the later portion of the construction season, any and all cold weather protection, and required ramping of asphalt to SAS and storm structures, shall be considered incidental and shall not be paid separately.

Work shall begin only after the start work letter is received. The Contractor shall establish a mutually acceptable start date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

#### **ARTICLE 201      EXCAVATION CUT**

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, railings, large stones and boulders, pavers, planters, railroad ties, plantings, etc. Contractor shall note in particular the existing retaining wall at 900 Glenview Drive, and railroad ties at 908 Glenview Drive. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. The removal of the asphalt turnout at the south (right) side of Glenview/Joylynn at station 15+75 shall also be considered incidental to excavation cut. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

### **BID ITEM 20218 – CRUSHED STONE**

For Edna Taylor Park -Crushed stone shall conform to either gradation no. 2 for 1-1/4" or gradation no. 3 for 3/4" as specified in Section 401.1(b) – Materials for the construction of the SAS Access Road within Edna Taylor Park. The top two inches shall conform to 3/4 inch crushed stone with fines to finish the section of pedestrian path. The restored path shall be six (6) feet wide.

### **BID ITEM 20221 – TOPSOIL**

Topsoil shall be placed a minimum of 6" thick along the street project. Note that topsoil to be placed in Edna Taylor Park is not included in this bid item and shall be paid as Bid Item 20711.

### **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Pipe plugs expected for this project will be for erosion control measures. Any inlet and associated pipe removed to install sanitary sewer shall have a temporary plug installed within the pipe to prevent soil and sediment laden trench water from entering the pipe.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

### **BID ITEM 20706 – TALL GRASS PRAIRIE SEEDING**

Refer to Article 207.2(a)4.for approved seed mixture. Cover crop shall be Regreen and applied at the rate suggested by the manufacturer.

### **BID ITEM 20711 – TRENCH RESTORATION 6 INCH TOPSOIL, SEED, FERTILIZE AND MULCH**

Trench restoration within the sixty (60) foot easement in Edna Taylor Park, adjacent to Woodlawn Dr, shall include segregation of topsoil during the pipe installation for re-use as a seed bed, the creation of the seed bed and seed, fertilize and mulch of the pipe trench area, as well as, the construction of a SAS Access Road where the crushed stone shall be paid under BID ITEM 20218. Salvaged topsoil shall be placed in the pipe trench area adjacent to the reconstructed path for restoration to a thickness of six (6) inches. Tall Grass Prairie Seeding shall be applied and paid under BID ITEM 20706.

The Contractor shall take measures to prevent the spread of invasive plant seed and species to the Edna Taylor Conservation Park. Material stockpiles and vehicle tires/treads should be inspected and cleaned prior to stockpiling or use within the park. Straw matting shall be used as mulch. No coconut matting shall be placed for restoration in Edna Taylor Park.

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

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

## **SECTION 210.6 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 by both 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 40202 – HMA PAVEMENT 4 LT 58-28S**

The Contractor shall install asphalt curb, to match in to the existing asphalt curb as needed or as directed by the Construction Engineer on Dixie Lane. The asphalt curb shall be installed such that drainage is maintained. The asphalt curb shall be considered incidental to this bid item.

## **ARTICLE 500 SEWERS AND SEWER STRUCTURES**

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

### **SANITARY SEWER GENERAL**

This project consists of the installation of 910' of 12" SDR-26 pipe, 630' of 12" SDR-35, 14' of 10" SDR-35 and 10' of 8" SDR-26 pipe. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate

existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

## **STORM SEWER AND STRUCTURES GENERAL**

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

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

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

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

## **SECTION 502.1(c)     DEWATERING**

### **DEWATERING**

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering, both clean and potentially contaminated.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for potentially contaminated water.

### **BID ITEM 50353 - SANITARY SEWER LATERAL**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer.

### **BID ITEM 50356 - RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35 or SDR 26). Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

Risers required because of the elevation difference between the proposed and existing sewer lateral shall be installed in accordance with S.D.D. 5.3.1 and payable as a reconnect.

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

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

## **BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL**

### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Joint Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

### **METHOD OF MEASUREMENT**

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

### **BASIS OF PAYMENT**

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

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

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

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

The Water designer for this project is:

- Pete Holmgren  
608.261.5530  
[pholmgren@madisonwater.org](mailto:pholmgren@madisonwater.org)

This project consists of installing new 8-inch pipe and fittings throughout the project limits to replace the existing 6-inch cast-iron pipe that was mostly installed in 1950. All services will be fully replaced to the property lines as shown on the plans and described in these specifications.

Visit the site prior to bidding and become familiar with existing conditions and utilities.

### **SECTION 703                    CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2018 Edition*.

## **BID ITEM 70053                REPLACE 1-INCH COPPER SERVICE LATERAL**

All services within the project limits shall be replaced in the right of way and coupled to the existing service pipe at the property line. Place the new curb box and stop approximately three feet behind the back of the new curb. Where possible, excavate closely in parallel with the existing service that is being replaced. Consult the Engineer about alternate excavation/installation paths as needed.

Most of the existing water service laterals within the project limits are of an unknown size and record. These services are assumed, but not guaranteed by the Water Utility to be ¾-inch copper. Replace existing laterals that are 1-inch or smaller with 1-inch copper. If a lateral greater than 1-inch is identified in the field, replace it with the equal size and consult the Engineer.



Include appropriate lengths of copper service piping to lower services as needed at the proposed storm sewer crossings, most notably for services to the north side of the right-of-way between STA 7+50 and STA 16+00. Install 1 sheet of standard insulation between these copper services and the storm sewer where they cross. The vertical separation between the bottom of the storm sewer and the insulation sheets shall be no less than 6-inches. The vertical separation between the insulation sheets and the copper service shall be no less than 6-inches. Insulation applied as part of this work will be compensated separately through bid item 70101.

#### **BID ITEM 70106          ROCK EXCAVATION**

Bedrock is reported in the soil boring logs at various depths, including within the standard bury depth of the proposed water main in some areas. Review the soil boring logs and notify the Engineer as soon as bedrock is encountered during water main or water service excavation work.

#### **BID ITEM 90001 – PRUNE TREE**

##### **DESCRIPTION**

This bid item includes all work, materials, labor, equipment and incidentals necessary to prune existing trees as needed to perform the work under this contract without causing damage to the existing trees. There are several trees within the project limits that potentially have limbs hanging out into the work zone; however, due to the location of the tree on private property, City Forestry is unable to perform the pruning prior to construction.

Prior to performing any pruning, the Contractor shall first verify with the Engineer that pruning is necessary. All pruning work shall be performed in accordance with the City of Madison Standard Specifications Section 209.4(e) and Standard Detail Drawing 2.05. The Contractor shall limit the pruning to only what is absolutely necessary to perform the work under this contract, but the amount of pruning should be sufficient so that no limbs are damaged while performing the work. The pruning on any tree shall be limited to a maximum height of 14 ft. The Contractor shall have a certified arborist on site while performing any tree pruning, and the arborist shall direct the pruning activities.

The Contractor shall also note that some species of trees may not be pruned at the time of year that this work is to take place. If the Contractor encounters any of these types of trees, work shall be performed around the tree without any pruning.

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

Prune Tree shall be measured by each tree acceptably pruned.

##### **BASIS OF PAYMENT**

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

#### **BID ITEM 90070 – REMOVE AND REPLACE GATE**

Work under this item shall include all labor, materials, and incidentals required to remove, salvage and replace the access gate at the entrance of Edna Taylor Park from Woodlawn Dr.

The Contractor shall take all necessary steps to protect the existing gate from damage during removal, salvaging, storing and replacing the gate with construction.

## **METHOD OF MEASUREMENT & BASIS OF PAYMENT**

REMOVE AND REPLACE GATE shall be measured and paid as a lump sum bid item for all work necessary, which shall be full compensation for all work as provided in the description.

### **BID ITEM 90071 – HEAVY WASTEWATER CONTROL**

#### **DESCRIPTION**

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

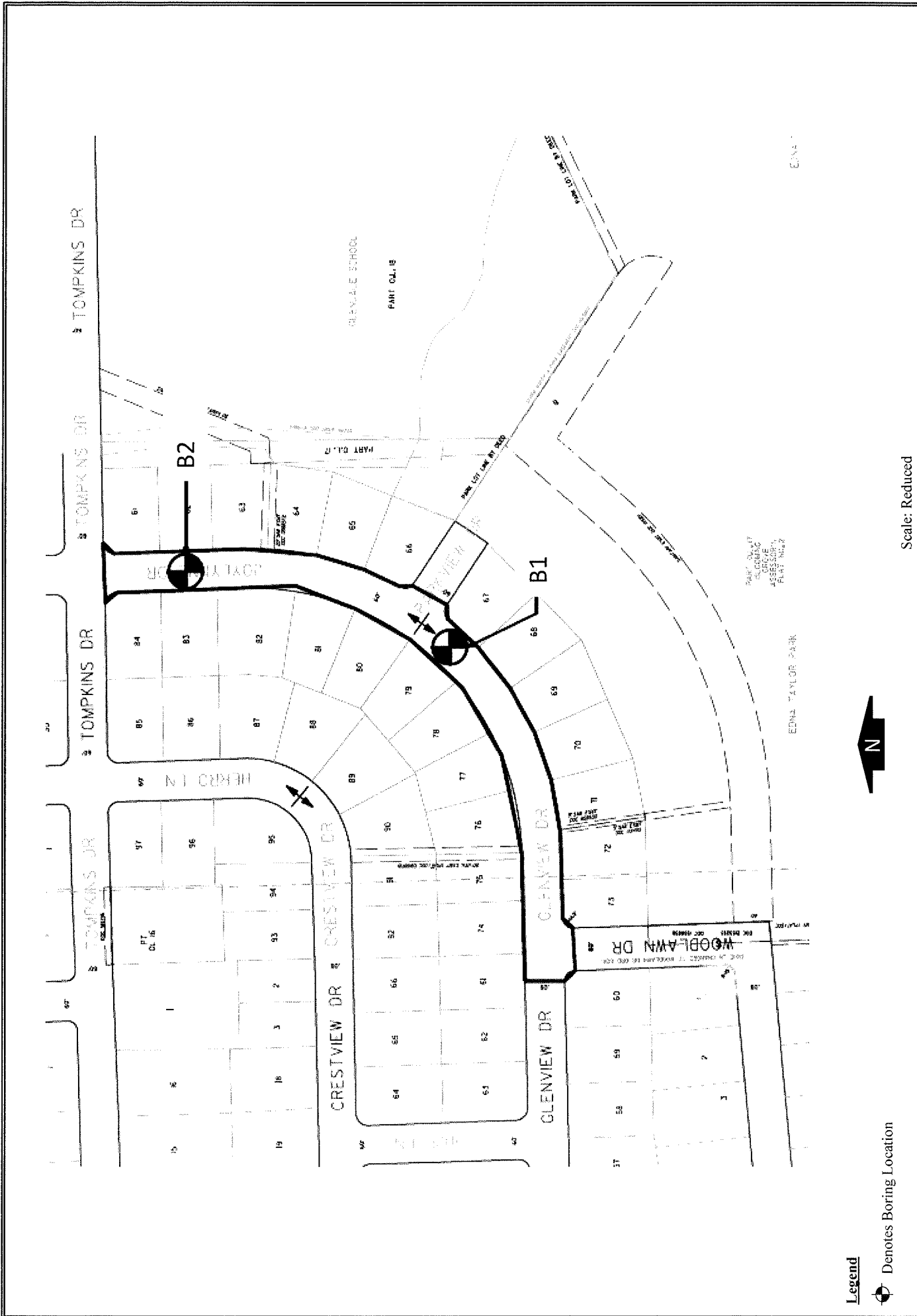
We are anticipating 155 gpm bypass being required for the sewer main on Glenview Dr based upon the operating levels of the sewer main according to the CCTV.

#### **METHOD OF MEASUREMENT**

Heavy Wastewater Control shall be measured by the Lump Sum acceptably completed.

#### **BASIS OF PAYMENT**

Heavy Wastewater Control measured as described, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.



**Legend**

☉ Denotes Boring Location

**Notes**

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

Scale: Reduced

|                             |
|-----------------------------|
| <b>Date:</b><br>12/2017     |
| <b>Job No.</b><br>C17051-39 |



**Soil Boring Location Plan**  
**Glenview Drive and Joylyne Drive**  
**Madison, WI**



# LOG OF TEST BORING

Project Glenview Drive & Joylyne Drive  
Glenview: 30'SW of Parkview; 10'SE of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 867±  
 Job No. C17051-39  
 Sheet 1 of 1

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

| SAMPLE |           |       |       |            | VISUAL CLASSIFICATION and Remarks   | SOIL PROPERTIES |   |    |    |    |
|--------|-----------|-------|-------|------------|---|-----------------|---|----|----|----|
| No.    | Rec (in.) | Moist | N     | Depth (ft) |   | qu (qsa) (tsf)  | W | LL | PL | LI |
|        |           |       |       |            | 5 in. Asphalt Pavement/7 in. Base Course                                    |                 |   |    |    |    |
| 1      | 14        | M     | 7     |            | Stiff to Soft, Brown to Gray (Mottled) Lean CLAY, Trace to Little Sand (CL) | (1.25)          |   |    |    |    |
| 2      | 18        | M     | 5     |            |   | (1.0)           |   |    |    |    |
| 3      | 18        | M     | 10    |            |   | (0.5)           |   |    |    |    |
| 4      | 16        | W     | 13    |            | Medium Dense, Light Brown Silty Fine SAND (SM)                              |                 |   |    |    |    |
| 5      | 14        | W     | 42    |            | Dense, Brown Fine to Coarse SAND & GRAVEL, Trace Silt (SP/GP)               |                 |   |    |    |    |
| 6      | 0         | W     | 50/0" |            | Apparent Weathered to Competent BEDROCK                                     |                 |   |    |    |    |
|        |           |       |       |            | End Boring at 13.6 ft due to auger refusal on apparent bedrock              |                 |   |    |    |    |
|        |           |       |       |            | Backfilled with bentonite chips and asphalt patch                           |                 |   |    |    |    |

## WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  8.6' Upon Completion of Drilling 8'  
 Time After Drilling \_\_\_\_\_ 15 min.  
 Depth to Water \_\_\_\_\_ 8'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 10'

## GENERAL NOTES

Start 12/8/17 End 12/8/17  
 Driller BSD Chief DC Rig CME-55  
 Logger DC Editor ESF  
 Drill Method 2-1/4" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



## LOG OF TEST BORING

Project Glenview Drive & Joylyne Drive  
Joylyne: 190'S of Tompkins, 10'W of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 878±  
 Job No. C17051-39  
 Sheet 1 of 1

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

| SAMPLE |              |       |       |               | VISUAL CLASSIFICATION<br>and Remarks   | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|-------|---------------|--|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N     | Depth<br>(ft) |  | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|        |              |       |       |               | 5 in. Asphalt Pavement/3 in. Base Course   |                     |   |    |    |    |
| 1      | 14           | M     | 6     |               | Stiff to Soft, Brown Lean CLAY (CL)  | (1.25)              |   |    |    |    |
| 2      | 18           | M     | 4     |               |  | (0.3)               |   |    |    |    |
| 3      | 16           | M     | 59    |               | Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) |                     |   |    |    |    |
| 4      | 18           | M     | 52    |               | Weathered to Competent, Light Brown to White Sandstone Bedrock                                   |                     |   |    |    |    |
| 5      | 18           | M     | 32    |               |  |                     |   |    |    |    |
| 6      | 12           | M     | 93/6" |               | Weathered to Competent, Brown Sandy Dolomitic Limestone Bedrock                                  |                     |   |    |    |    |
|        |              |       |       |               | End of Boring at 14.5 ft Due to Auger Refusal on Competent Bedrock                               |                     |   |    |    |    |
|        |              |       |       |               | Backfilled with bentonite chips and asphalt patch  |                     |   |    |    |    |

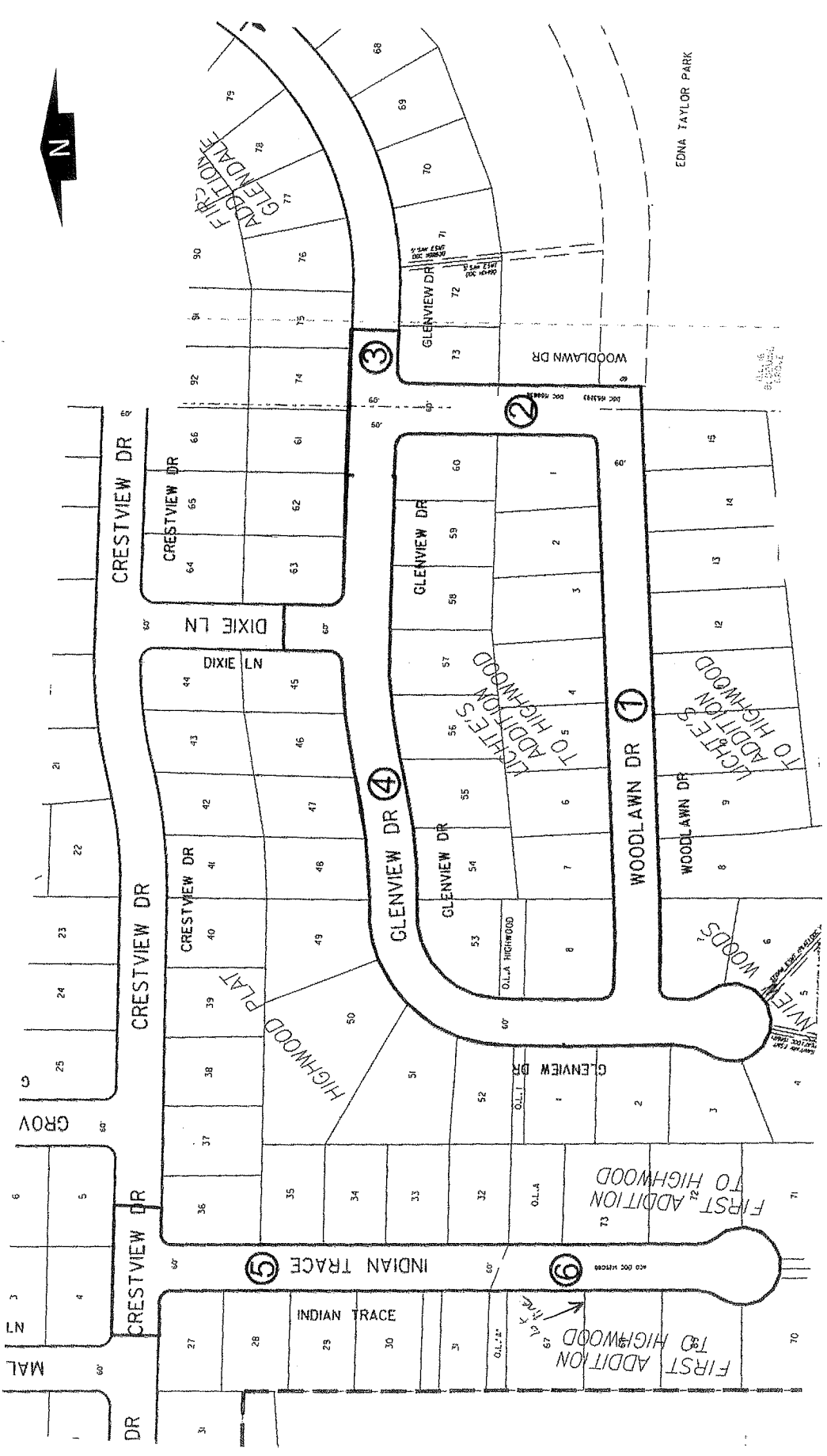
### WATER LEVEL OBSERVATIONS

While Drilling ∇ NW Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 12/8/17 End 12/8/17  
 Driller BSD Chief DC Rig CME-55  
 Logger DC Editor ESF  
 Drill Method \_\_\_\_\_

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



**Legend**

⑥ Denotes Boring Location (approximate)

**Notes**

1. Soil borings performed by Badger State Drilling in December 2015

**SOIL BORING LOCATION PLAN**  
 Glenview Drive Area  
 Madison, Wisconsin



APP'D: MNS

Date: 1/16

C15051-36

DWN:-



# LOG OF TEST BORING

Project Glenview Drive Area  
Woodlawn: 450'E of Glenview, 7'S of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-36  
 Sheet 1 of 1

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

| SAMPLE |                    |              |       |   | VISUAL CLASSIFICATION<br>and Remarks   | SOIL PROPERTIES |                     |   |    |    |
|--------|--------------------|--------------|-------|---|--|-----------------|---------------------|---|----|----|
| No.    | E<br>DEPTH<br>(ft) | Rec<br>(in.) | Moist | N |  | Depth<br>(ft)   | qu<br>(qa)<br>(tsf) | W | LL | PL |
|        |                    |              |       |   | 4 in. Asphalt Pavement/6 in. Base Course   |                 |                     |   |    |    |
| 1      | 12                 | M            | 18    |   | FILL: Brown Sand with Silt and Gravel  |                 |                     |   |    |    |
| 2      | 14                 | M            | 9     |   | Stiff, Gray/Brown Mottled Lean CLAY, Trace Sand (CL)   | (1.25)          |                     |   |    |    |
| 3      | 16                 | M            | 11    |   | Soft with Some Sand Near 6 ft  | (0.4)           |                     |   |    |    |
| 4      | 18                 | W            | 26    |   | Medium Dense, Brown Fine to Medium SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)          |                 |                     |   |    |    |
| 5      | 16                 | W            | 28    |   | Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM) |                 |                     |   |    |    |
|        |                    |              |       |   | End Boring at 15 ft  |                 |                     |   |    |    |
|        |                    |              |       |   | Backfilled with Bentonite Chips and Asphalt Patch  |                 |                     |   |    |    |

| WATER LEVEL OBSERVATIONS  |        |                             |    |   | GENERAL NOTES |                       |        |          |     |        |
|---|--------|-----------------------------|----|---|---------------|-----------------------|--------|----------|-----|--------|
| While Drilling  | ▽ 8.5' | Upon Completion of Drilling | 8' |   | Start         | 12/10/15              | End    | 12/10/15 |     |        |
| Time After Drilling   |        |                             |    |   | Driller       | BSD                   | Chief  | MC       | Rig | CME-55 |
| Depth to Water  |        |                             |    | ▽ | Logger        | JR                    | Editor | ESF      |     |        |
| Depth to Cave in  |        |                             |    |   | Drill Method  | 2.25" HSA; Autohammer |        |          |     |        |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |        |                             |    |   |               |                       |        |          |     |        |



# LOG OF TEST BORING

Project Glenview Drive Area  
Woodlawn: 170'S of Glenview, 5'W of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-36  
 Sheet 1 of 1

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

| SAMPLE |      |              |       |    | VISUAL CLASSIFICATION<br>and Remarks  | SOIL PROPERTIES |                     |   |    |    |
|--------|------|--------------|-------|----|---|-----------------|---------------------|---|----|----|
| No.    | TYPE | Rec<br>(in.) | Moist | N  |   | Depth<br>(ft)   | qu<br>(qa)<br>(tsf) | W | LL | PL |
|        |      |              |       |    | 3 in. Asphalt Pavement/6 in. Base Course  |                 |                     |   |    |    |
| 1      |      | 16           | M     | 15 | FILL: Reddish-Brown Silty Sand with Gravel  |                 |                     |   |    |    |
| 2      |      | 14           | M     | 7  | Stiff, Gray/Brown Mottled Lean CLAY, Trace Sand (CL)  | (1.5)           |                     |   |    |    |
| 3      |      | 8            | M     | 44 | Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM) |                 |                     |   |    |    |
| 4      |      | 16           | M     | 60 | Weathered to Competent, Brown Dolomitic Limestone BEDROCK   |                 |                     |   |    |    |
| 5      |      | 4            | W     | 29 | End Boring at 15 ft   |                 |                     |   |    |    |
|        |      |              |       |    | Backfilled with Bentonite Chips and Asphalt Patch   |                 |                     |   |    |    |

| WATER LEVEL OBSERVATIONS  |   |              |                             |       | GENERAL NOTES |                              |        |                 |                   |
|---|---|--------------|-----------------------------|-------|---------------|------------------------------|--------|-----------------|-------------------|
| While Drilling  | ▽ | <u>13.5'</u> | Upon Completion of Drilling | _____ | Start         | <u>12/10/15</u>              | End    | <u>12/10/15</u> |                   |
| Time After Drilling   |   | _____        |                             | _____ | Driller       | <u>BSD</u>                   | Chief  | <u>MC</u>       | Rig <u>CME-55</u> |
| Depth to Water  |   | _____        |                             | _____ | Logger        | <u>JR</u>                    | Editor | <u>ESF</u>      |                   |
| Depth to Cave in  |   | _____        |                             | _____ | Drill Method  | <u>2.25" HSA; Autohammer</u> |        |                 |                   |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual. |   |              |                             |       |               |                              |        |                 |                   |





# LOG OF TEST BORING

Project Glenview Drive Area  
Glenview: 75'E of Woodlawn, 6'S of CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-36  
 Sheet 1 of 1

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

| SAMPLE |      |              |       |       | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES  |                     |   |    |    |
|--------|------|--------------|-------|-------|--------------------------------------|--|---------------------|---|----|----|
| No.    | TYPE | Rec<br>(in.) | Moist | N     |                                      | Depth<br>(ft)  | qu<br>(qa)<br>(tsf) | W | LL | PL |
|        |      |              |       |       | 5                                    | 5 in. Asphalt Pavement/6 in. Base Course   |                     |   |    |    |
| 1      |      | 12           | M     | 28    | 5                                    | Medium Dense, Brown Fine to Medium SAND,<br>Some Silt and Gravel, Scattered Cobbles/Boulders<br>(SM) |                     |   |    |    |
| 2      |      | 16           | M     | 46    | 5                                    | Weathered to Competent, Brown Dolomitic<br>Limestone BEDROCK   |                     |   |    |    |
| 3      |      | 8            | M     | 50/5" | 5                                    | End Boring at 7 ft Due to Auger Refusal on<br>Competent Bedrock                                      |                     |   |    |    |
|        |      |              |       |       | 10                                   | Backfilled with Soil Cuttings and Asphalt Patch  |                     |   |    |    |
|        |      |              |       |       | 15                                   |  |                     |   |    |    |
|        |      |              |       |       | 20                                   |  |                     |   |    |    |

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  NW      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 12/10/15 End 12/10/15  
 Driller BSD Chief MC Rig CME-55  
 Logger JR Editor ESF  
 Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



# LOG OF TEST BORING

Project Glenview Drive Area  
Glenview: 180'W of Dixie, 8'S of CL  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-36  
 Sheet 1 of 1

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

| SAMPLE |      |              |       |    | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES   |                     |   |    |    |    |
|--------|------|--------------|-------|----|--------------------------------------|---|---------------------|---|----|----|----|
| No.    | TYPE | Rec<br>(in.) | Moist | N  |                                      | Depth<br>(ft)   | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|        |      |              |       |    | 0                                    | 2 in. Asphalt Pavement<br>FILL: Brown Sand with Silt and Gravel   |                     |   |    |    |    |
| 1      |      | 0            |       | 8  |                                      |   |                     |   |    |    |    |
|        |      |              |       |    | 7                                    | Stiff, Brown Lean CLAY (CL)   |                     |   |    |    |    |
| 2      |      | 16           | M     | 7  |                                      |   | (1.25)              |   |    |    |    |
|        |      |              |       |    | 11                                   | Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM) |                     |   |    |    |    |
| 3      |      | 14           | M     | 11 |                                      |   |                     |   |    |    |    |
|        |      |              |       |    | 33                                   |   |                     |   |    |    |    |
| 4      |      | 14           | M     | 33 |                                      |   |                     |   |    |    |    |
|        |      |              |       |    | 54                                   |   |                     |   |    |    |    |
| 5      |      | 6            | M     | 54 |                                      | Weathered to Competent, Brown Dolomitic Limestone BEDROCK   |                     |   |    |    |    |
|        |      |              |       |    | 15                                   | End Boring at 15 ft<br><br>Backfilled with Bentonite Chips and Asphalt Patch                            |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS |                                     |    |                             |       | GENERAL NOTES |                       |        |          |            |
|--------------------------|-------------------------------------|----|-----------------------------|-------|---------------|-----------------------|--------|----------|------------|
| While Drilling           | <input checked="" type="checkbox"/> | NW | Upon Completion of Drilling | _____ | Start         | 12/10/15              | End    | 12/10/15 |            |
| Time After Drilling      | _____                               |    |                             | _____ | Driller       | BSD                   | Chief  | MC       | Rig CME-55 |
| Depth to Water           | _____                               |    |                             | _____ | Logger        | JR                    | Editor | ESF      |            |
| Depth to Cave in         | _____                               |    |                             | _____ | Drill Method  | 2.25" HSA; Autohammer |        |          |            |

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

\_\_\_\_\_  
SIGNATURE

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

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

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

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

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

## SECTION F: BEST VALUE CONTRACTING

### GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8123

#### Best Value Contracting

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

---

---
  
2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
  - Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
  - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
  - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
  - First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
  - Contractor has been in business less than one year.
  - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
  - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.
  
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
  - The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

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

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

## **SECTION G: BID BOND**

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

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

### **GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8123**

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 Eighteen between \_\_\_\_\_ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

### GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8123

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.

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

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         |
|         | Secretary    |
| 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                                 | Mayor         |
| Witness                                 | City Clerk    |
|   | Date          |
|   | Date          |

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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

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

**GLENVIEW DRIVE, JOYLYNNE DRIVE, AND WOODLAWN DRIVE  
RECONSTRUCTION ASSESSMENT DISTRICT - 2018  
CONTRACT NO. 8123**

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