

BID OF _____

2015

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PARK PAVING - 2015

CONTRACT NO. 7465

PROJECT NO. 53W1914

MUNIS NO. 10768;10618;10481

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>

**PARK PAVING - 2015
CONTRACT NO. 7465**

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This Proposal, and Agreement have
been prepared by:

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


Eric M. Knepp – Superintendant of Parks

EMK: TJM

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:	PARK PAVING - 2015
CONTRACT NO.:	7465
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	02-27-15
BID SUBMISSION (1:00 P.M.)	03-06-15
BID OPEN (1:30 P.M.)	03-06-15
PUBLISHED IN WSJ	02-13-15 & 02-20-15 & 02-27-15

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

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.

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

PARK PAVING - 2015 CONTRACT NO. 7465

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 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

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 \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

The Madison Parks Division is re-building or building new asphalt paths and basketball courts, within the Parks System. Project descriptions are as follows:

- **Waltham Park Asphalt Path:**
This project includes the pulverizing of an existing 2" thick asphalt path that runs through the park. The pulverized material will be fine graded and a new 3" thick asphalt surface will be laid along the same center line. The restoration of the path edges (appx. 5' on each side), with topsoil, seed and erosion mat are included in this contract.
- **Waltham Park Basketball Court:**
This project includes the pulverizing of the existing basketball court. The pulverized material will be fine graded and a new 3" thick asphalt surface will be laid on the pulverized base. The new court is smaller than the existing court so some asphalt to turf restoration is included along with the restoration of the new court edges (appx. 5' on all sides), with topsoil, seed and mat. The removal/replacement of the basketball pole, backboard, rim and net are also included in this contract.

- Breese Stevens Field Asphalt Maintenance Road:
This project includes the paving of an existing limestone screenings maintenance road that rings the new synthetic athletic surface at Breese Stevens Field. The gravel maintenance road has 3" of limestone screenings on top of 6" of ¾" gravel with fines. The Contractor will remove the 3" limestone screenings and pave a 10' wide 3" thick asphalt roadway as shown on the drawings. **CONTRACTOR TO NOTE - NO EQUIPMENT WILL BE ALLOWED ON THE SYNTHETIC TURF AT BREESE STEVENS FIELD.**
- Junction Ridge Park Basketball Court Reconstruction:
This project includes the pulverizing of the existing asphalt surface. The pulverized material will then be fine graded and a new 3" thick asphalt surface will be laid on the existing pulverized surface. The restoration of the court edges (appx. 5' on all sides), with topsoil, seed and erosion mat are also a part of this contract.
- Various Park Paths:
There are 3 parks that need asphalt paths installed to the play equipment or other park facilities. The base course for these asphalt paths is existing and will be fine graded by others. The construction section of the Parks Division will fine grade the gravel base prior to paving. The Parks Division will lay out the paths prior to paving.

The Contractor will call Rich Bergmann, Construction Supervisor of the Construction Section of the Parks Division (608-513-3567), a minimum of one week prior to paving, to coordinate any needed touched up grading.

The Contractor shall pave each path 8' wide with 3" of asphalt as shown on the drawings. Paths to be paved as a part of this contract include Aldo Leopold, Heritage Heights and Lost Creek Parks. The Contractor will be responsible for rolling and removing "lips" where asphalt paths meet shelters or sidewalks prior to paving. There will be a minor amount of hand rolling/raking required to create a rolled edge at the play equipment end of each path (see detail on Sheet 7.2) that ends at play equipment. The cost of all prep work is to be included in the per ton price for Bid Item # 40201.1,2 and 3 HMA Pavement Type E-0.3 12.5 MM.

SECTION 105.12: COOPERATION OF THE CONTRACTOR

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, **INCLUDE THE PARK NAME** at the beginning of the Marking Instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman/ drodman@cityofmadison.com / tel (608)266-6674 / fax (608)267-1162).

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall attend a pre-construction meeting prior to the start of construction.

The Contractor shall take care when accessing each park site not to damage the existing utilities, concrete curb, sidewalk, asphalt pavement or other park facilities. Any damage shall be repaired by the Contractor per City of Madison Standard Specifications for Public Works Construction and considered incidental this contract.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

SECTION 105.8: WORKING DRAWINGS

The plan sheets are listed below.

- D-11 Location map for all projects
- D-12 Waltham Park Asphalt Path/Basketball Court Reconstruction
- D-13 Waltham Park Basketball Court – Blow up A
- D-14 Breese Stevens Field Maintenance Road Site Plan
- D-15 Breese Stevens Field – Concrete Slab under Press Box – Detail A
- D-16 Breese Stevens Field – photo of press box/concrete slab
- D-17 Junction Ridge Park Basketball Court Reconstruction Site Plan
- D-18/19/20 Aerials for each path project
- D-21 Single Basketball Court Pole Installation – Detail A
- D-22/23 Burke Co. Basketball Pole Installation Instructions
- D-24 Playground/Path Detail – Sheet 7.2

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

The City of Madison Parks Division will be responsible for setting all lines and/or grades required to complete the work for each project. Any questions regarding the layout/staking of the City part of this project should be directed to Dan Rodman at 266-6674. Contractor to give Dan Rodman 48 hours notice for any survey work mobilization.

SECTION 108.2: PERMITS

The following permit was applied for by the City of Madison for Waltham Park:

1. City of Madison Erosion Control Permit (EC Permit).

The Contractor shall meet the conditions of this permit and must keep a copy of it on site at all times throughout construction.

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

The City's obtaining 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 THE WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. The Contractor shall provide, prior to the pre-construction meeting, a master project(s) schedule outlining tentative start/completion dates for each project that is a part of this contract.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications.

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

SECTION 109.7: TIME OF COMPLETION

Work on this contract shall start on or around May 4, 2015. The projects at Waltham, Breese Stevens Field and Junction Ridge are to be completed by July 3, 2015. The remaining path paving projects shall be completed by September 4, 2015.

Contractor to note, The work at Breese Stevens Field will need to be coordinated to not impact reservation holders. The City of Madison Parks Division will bring an “up to date” calendar of events (soccer games, etc) for Breese Stevens Field to the Pre-Construction meeting. From that calendar, both the City and the Contractor will pick a 5 day period during the construction time period where there are no games, during which time the contractor will prepare the base, then pick another 2-3 day time period where there are no games when the asphalt surface can be laid.

ARTICLE 200: EARTHWORK

The earthwork quantities for this contract have been broken up into the following categories:

Excavation Cut - For this contract, Excavation Cut is defined as any asphalt (whether pulverized or not), existing gravel base or any sub grade excavated from any of the projects. Excavation Cut will be paid for as a part of the Excavation Cut bid item for each project.

Hauling and Disposal - Any excavation cut deemed unusable and is removed from a project site will be paid for as a part of the Hauling and Disposal bid item for that project.

Extra Topsoil – Any topsoil that will need to be trucked into a project for finish grading.

The different quantities for each project have been calculated using four (4) digital terrain models (existing, existing sub grade, proposed sub grade and proposed finished). Cut (in place quantities) and fill have been estimated from these models and unless there are significant changes to the plan, the quantity in the contract shall be the final amount for payment. No shrinkage factor has been applied to fill quantities to estimate net volume. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available upon request.

ARTICLE 402: ASPHALT CONSTRUCTION

All asphalt construction shall be according to the City of Madison Standard Specifications for Public Works Construction Section 402.

Basketball Courts:

Asphalt surfaces for basketball courts are to be HMA Pavement Type E-0.3; measured per ton; 3” total thickness of 9.5 mm mix to be placed in one lift.

Asphalt Roadways (Breese Stevens Field):

The asphalt surface at Breese Stevens Field Maintenance Road is to be HMA Pavement Type E-1 measured per ton; 3” total thickness of 12.5 mm mix to be placed in one lift.

Bike/Walking Paths:

Asphalt surfaces for bike and walking paths are to be HMA Pavement Type E- 0.3 measured per ton; 3” total thickness of 12.5 mm mix to be placed in one lift.

At Junction Ridge Park the Contractor will clear any grass or debris from off of the existing 3' x 3' concrete footings and pave 3" over them.

The asphalt Contractor shall be responsible for rolling and removing "lips" where asphalt paths meet shelters or sidewalks prior to paving. There will be a minor amount of hand rolling/raking required to create a rolled edge at the play equipment end of each path (see detail on sheet 7.2) that ends at play equipment (Heritage Heights and Lost Creek). The cost of all prep work is to be included in the per ton price for the asphalt.

BID ITEM # 20101: EXCAVATION CUT

DESCRIPTION

Breese Stevens Field Maintenance Road

Excavation cut shall include all excavation of existing limestone screenings and topsoil required to bring the site to proposed sub grade. The Contractor shall remove 3" of existing limestone screenings from the proposed asphalt maintenance road everywhere except under the press box. The Contractor shall also remove 5" of gravel base from under the press box where the concrete pad is going and 12" of topsoil in the area shown on the plans as the "turn around". The 5" of gravel base coming out from under the press box (3" limestone screenings and 2" of ¾" gravel w/fines) may be hand work. A photo of the press box concrete pad is included as part of these plans. If a Contractor needs to visit the site, contact Thomas Maglio from the Parks Division at 608-266-6518 for access to the site. **CONTRACTOR TO NOTE - NO EQUIPMENT WILL BE ALLOWED ON THE SYNTHETIC TURF AT BREESE STEVENS FIELD.**

Waltham Park Basketball Court:

Excavation cut for the Waltham Park basketball court consists of the removal of the existing pulverized asphalt/gravel base that as a result of the new court being smaller than the existing court. This amount was calculated at 14 CY (9" removal).

METHOD OF MEASUREMENT

Excavation Cut is measured by the cubic yard as described in the detailed earthwork quantity breakdown sheet for this bid item.

BASIS OF PAYMENT

Excavation Cut shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 20202: FILL BORROW

DESCRIPTION

Fill Borrow is described as any excavation cut re-used on site as fill borrow. For this contract the only fill borrow is the material (either limestone screenings or ¾" gravel w/fines) that is excavated from along the maintenance road and/or under the press box, which will be used create the turnaround at the SE corner of the synthetic turf field at Breese Stevens.

METHOD OF MEASUREMENT

Fill Borrow is measured by the cubic yard for this bid item and should include any on site trucking, temporary stockpiling, spreading and rough grading where needed to bring the turnaround up to proposed sub grade.

BASIS OF PAYMENT

Fill Borrow shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 20701: TERRACE SEEDING

DESCRIPTION

Work under this item shall include fine grading of the imported topsoil to be feathered along the edges of the new asphalt paths or basketball courts, to the grades shown on the plans, seed bed preparation and seeding the lawn areas adjacent to each project as shown on the plans, or as directed by the Engineer. The seed mixture shall be City of Madison Sun Terrace Mix, as specified in the City of Madison Standard Specifications for Public Works Construction.

Contractor to note - the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching. The Contractor will be paid for as-built quantities measured in place.

METHOD OF MEASUREMENT

Terrace Seeding shall be measured and paid for by the square yard.

BASIS OF PAYMENT

Terrace Seeding shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM # 21013: STREET SWEEPING

DESCRIPTION

Work under this item shall include street sweeping of the entrances and exits, and the street if needed, for both Waltham Park projects. Both the basketball court and the path have street sweeping bid items. If the projects are done at the same time, there may not be a need for both bid items. Street sweeping shall be completed as directed by the Engineer and shall remove all loose material to the satisfaction of the Engineer. It is expected that sweeping may be required on a daily basis depending on the hauling methods utilized by the Contractor.

METHOD OF MEASUREMENT

Street Sweeping, shall be measured by lump sum for the duration of each project for each site.

BASIS OF PAYMENT

Street Sweeping shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 21061: EROSION MATTING, CLASS 1 URBAN - TYPE A

DESCRIPTION

Work under this bid item shall include installation of Erosion Matting, Class I Urban - Type A, on all seeded areas of the project.

Work under this bid item shall be as set forth in the latest edition of the City of Madison Standard Specifications for Public Works Contracts, except the Contractor shall note that special care with anchorage devices shall be required so as to not injure users of the park. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Class I, Urban Erosion Mat.

Anchorage devices shall be completely biodegradable, and photobiodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices.

Photobiodegradable matting is not allowed.

Erosion Matting, Class I Urban - Type A, installed correctly with correct anchorage, staple pattern, and overlap shall be paid at the contract price. To verify the staple pattern, the Contractor shall provide to the City a Manufacturer's recommended staple pattern for the type of matting installed.

Trimming of the Erosion Matting, Class I Urban - Type A, required to accommodate existing tree locations shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Erosion Matting, Class I Urban Type A – Organic shall be measured by the square yard.

BASIS OF PAYMENT

Erosion Matting, Class I Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM # 30301: 5" CONCRETE SIDEWALK

DESCRIPTION

Breese Stevens Field Concrete Pad under Press Box:

Work under this item shall include all work, materials, labor, and incidentals required to install a new 5" thick concrete pad under the press box as shown on the plans and details. The Contractor shall be removing 5" of existing base course (3" limestone screenings and 2" of 3/4" w/fines) as a part of Bid Item # 20101 Excavation Cut. All fine grading, forming and boxing out of the existing footings for the press box (see Detail "A"), shall be included in Bid Item # 30301. The gravel base coming out of the area where the concrete pad is can be used as base course in the "turn around" area. CONTRACTOR TO NOTE - NO EQUIPMENT WILL BE ALLOWED ON THE SYNTHETIC TURF AT BREESE STEVENS FIELD.

METHOD OF MEASUREMENT

5" Concrete Sidewalk shall be measured by the square foot.

BASIS OF PAYMENT

5" Concrete Sidewalk shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 40311: PULVERIZE AND SHAPE

DESCRIPTION

All existing asphalt surfaces that will be pulverized as a part of this contract will remain as additional base course for the new asphalt surfaces. Work under this item shall include all equipment, labor and incidentals necessary to pulverize and shape the existing pavement for the following projects in preparation for new asphalt surfaces:

Waltham Park Basketball Court and Asphalt Path:

- The Contractor shall pulverize the existing basketball court and asphalt path. Work to be performed in accordance with Section 403.3 of the Standard Specifications for Public Works Construction. The new basketball court is smaller than the existing court. Therefore there is a section of the existing basketball court that shall be removed and disposed of as a part of Bid Item # 90000 Hauling and Disposal. Any remaining pulverized material on the edges of the new asphalt path or basketball court shall be cleaned up and disposed of by the Contractor, prior to topsoiling and seeding. Clean up of the edges is to be incidental to Bid Item # 40311.

Junction Ridge Park Basketball Court:

- The Contractor will pulverize the existing basketball court. Prior to pulverizing, the Contractor will be required to blade off any overgrown grass or debris from the edges of the court to assure the full original asphalt surfaced is pulverized. This material can stay adjacent to the court and will be covered with topsoil as a part of the topsoiling and seeding part of the project. Work to be performed in accordance with Section 403.3 of the Standard Specifications for Public Works Construction. Any remaining pulverized material on the edges of the new basketball court will be cleaned up and disposed of by the Contractor at no additional cost to the city, prior to topsoiling and seeding. Clean up of the edges is to be incidental to Bid Item # 40311.

METHOD OF MEASUREMENT

Pulverize and shape shall be measured per square yard.

BASIS OF PAYMENT

Pulverize and shape shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM # 90000: HAULING AND DISPOSAL

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary for the Contractor to haul and dispose of materials deemed "extra" or "not suitable to use as topsoil or gravel base on site" on any of the projects. There will be extra limestone screenings and topsoil (from turn around), coming out of the Breese Stevens project and there will be pulverized asphalt/gravel base mix coming off of the basketball court at Waltham due to the reduced size of the new basketball court as compared to the existing court.

METHOD OF MEASUREMENT

Hauling and Disposal shall be measured by the cubic yard.

BASIS OF PAYMENT

Hauling and Disposal shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

BID ITEM # 90001: EXTRA TOPSOIL

DESCRIPTION

Work under this item shall include all materials, labor, and incidentals required to truck in extra topsoil needed to feather path and basketball court edges from new asphalt edges to adjacent existing ground. The cubic yard price listed for this bid item is for the purchase, delivery, dumping and rough grading. Fine grading of the topsoil will be paid for as a part of the Terrace Seeding bid item for each project.

Watham Park Path, Basketball Court & Junction Ridge Basketball Court:

- At all 3 projects listed above, extra topsoil will be needed to feather the new asphalt surface edges into the adjacent existing ground. The quantities listed in the proposal page were calculated using 3" at the path edge feathering down to 0" at 5' off the path on all sides of each project.
There is also an extra 8.5 CY – included in the quantity - needed to fill the restoration area at the Waltham Park basketball court caused by the new court being smaller than the existing court.

Restoration along the 3 park path projects (topsoil, seed and mulch at Aldo Leopold, Heritage Heights and Lost Creek), and along the maintenance road at Breese Stevens Field will be done by the Construction Section of the Parks Division and is not a part of this contract.

METHOD OF MEASUREMENT

Extra Topsoil shall be measured by the cubic yard.

BASIS OF PAYMENT

Extra Topsoil shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 90002: REMOVE/DISPOSE OF BASKETBALL POLE, BACKBOARD AND FOOTING

DESCRIPTION

Work under this item shall include all materials, labor and incidentals necessary to remove and dispose of the basketball pole, backboard, rim and footing at Waltham Park. The existing basketball pole, footing, backboard and rim shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City. Included in this bid item shall be all materials (including sand backfill), labor and incidentals necessary to fill the hole created by removing the pole and footing with select fill sand. The hole shall be filled and compacted (hand tamped), in 12" increments.

METHOD OF MEASUREMENT

Method of measurement for the work described above will be lump sum including select fill sand backfill.

BASIS OF PAYMENT

Removal and disposal of the basketball pole, footings, backboard and rim are to be paid for lump sum for the completed work as described above.

BID ITEM 90003: INSTALL NEW BASKETBALL POLE, BACKBOARD, RIM AND NET

DESCRIPTION

The work to be done under this contract consists of furnishing all labor, equipment, and materials necessary to install a basketball pole, backboard, rim and net, at Waltham Park, in accordance with the manufacturers specifications and these drawings. Layout of the pole is to be done by the Contractor and approved by the Parks Division prior to installation. Any questions regarding installation should be directed to Thomas Maglio, City of Madison Parks Division, (608) 266-6518. The pole, backboard, rim and net will be purchased by the City Parks Division under separate contract and stored at the:

Goodman Field Parks Maintenance Facility
1402 Wingra Creek Parkway, Madison, WI 53715.

The Contractor shall be responsible for picking up the pole, backboard, rim and net and delivering them to the job site. The service yard hours are 7:00 a.m. to 3:00 p.m. Contact Tom Maglio at (608) 266-6518 to coordinate pick-up.

METHOD OF MEASUREMENT

Method of measurement for the work described above shall be lump sum which includes the following:

- Pick up at Goodman Maintenance Facility and deliver to the work site
- Installation of the pole, backboard, rim and net according to manufacturers specifications

BASIS OF PAYMENT

Installation of new basketball pole, backboard, rim and nets are to be paid for lump sum, for the completed work as described above.

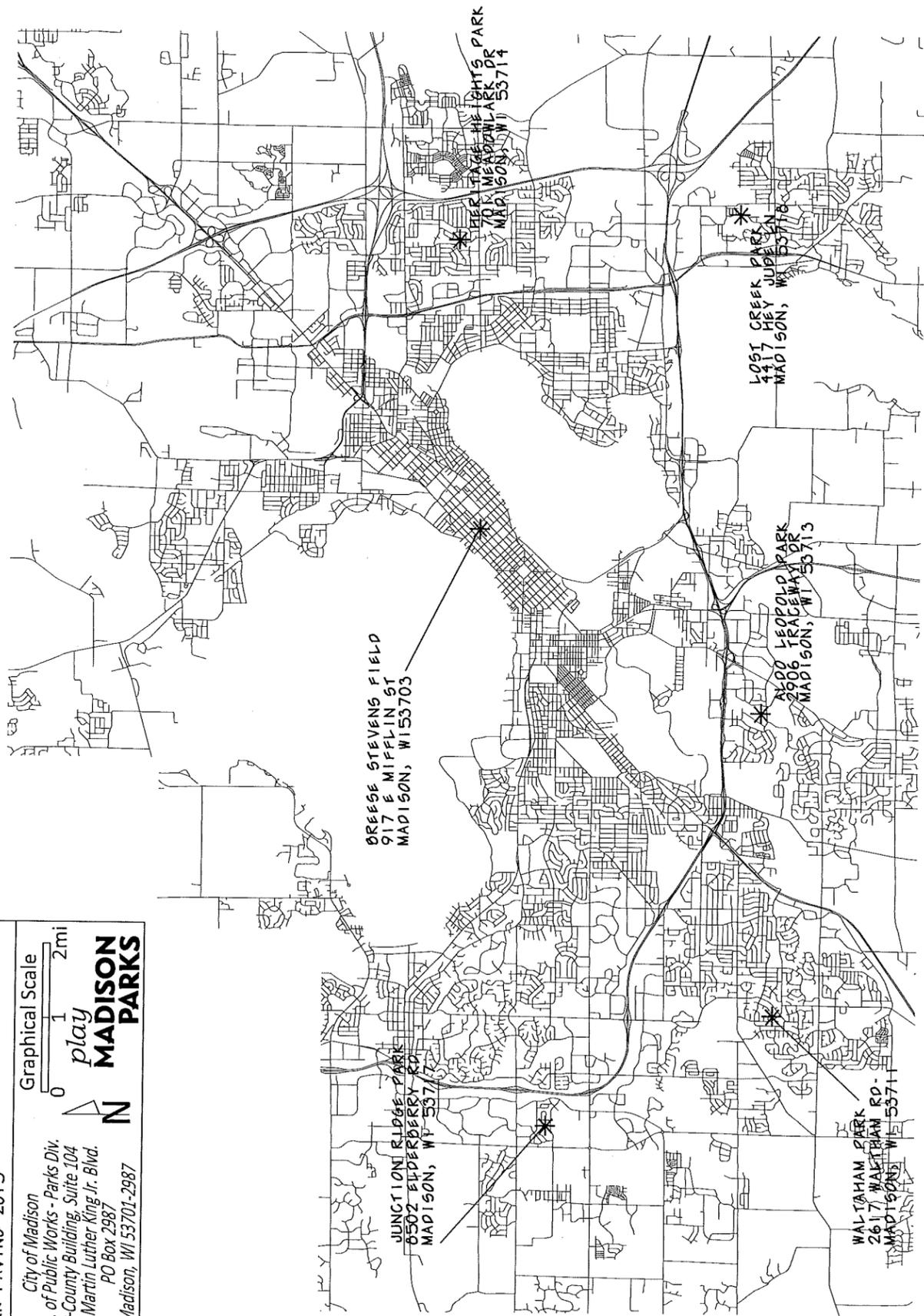
END OF SPECIAL PROVISIONS

LOCATION MAP

PARK PAVING - 2015

City of Madison
Dept. of Public Works - Parks Div.
City-County Building, Suite 104
210 Martin Luther King Jr. Blvd.
PO Box 2987
Madison, WI 53701-2987

Graphical Scale
0 1 2 mi
play
MADISON
PARKS



D-11

WALTHAM RD

- NOTES ASPHALT PATH/BASKETBALL COURT:
 BID ITEM #40311-PULVERIZE AND SHAPE SHALL INCLUDE:
- THE PULVERIZING OF THE EXISTING ASPHALT PATH AND BASKETBALL COURT
 - BLADING BACK ANY GRASS OR DEBRIS THAT HAS GROWN OVER THE EXISTING SURFACE
 - ALL FINISH GRADING, ROLLING AND SHAPING OF THE EXISTING PULVERIZED SURFACES IN PREPARATION FOR NEW ASPHALT, INCLUDING ANY REMOVAL OF MATERIAL REQUIRED TO ASSURE THE NEW ASPHALT PATH WILL BE FLUSH WITH EXISTING ASPHALT OR CONCRETE SURFACES THAT MEET UP WITH THE PATH.
 - CONTRACTOR TO FEATHER TOPSOIL, SEED AND MAT +/- 5' ON ALL SIDES OF THE PATH AND BASKETBALL COURT
 - CONTRACTOR TO WALK EDGES OF PATH & BASKETBALL COURT AFTER NEW ASPHALT IS LAID AND PICK UP ANY PULVERIZED ASPHALT CHUNKS PRIOR TO TOPSOILING AND SEEDING

TOPSOIL, SEED AND MAT ALL AROUND BOTH PATH AND BASKETBALL COURT

PULVERIZE EXISTING 2" ASPHALT PATH, REGRADE, ROLL AND PAVE A NEW 8' WIDE 3" THICK ASPHALT PATH ON TOP OF PULVERIZED PATH. REMOVE ENOUGH GRAVEL TO FEATHER NEW PATH TO SHELTER SLAB AND SIDEWALK FLUSH

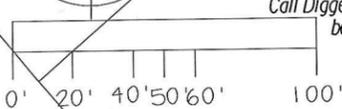
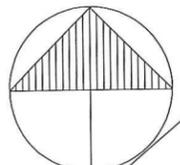
BASKETBALL COURT RECONSTRUCTION SEE BLOW UP A

WALTHAM PARK

DEDICATED FOR ALL PUBLIC PURP

CANTERBURY RD

City of Madison Parks Utility Inventory
 May not be complete, current or spatially accurate.
 Call Diggers Hotline (811) & Parks Div. (266-4711)
 before digging, driving stakes, etc.



WALTHAM PARK ASPHALT PATH BASKETBALL COURT RECONSTRUCTION

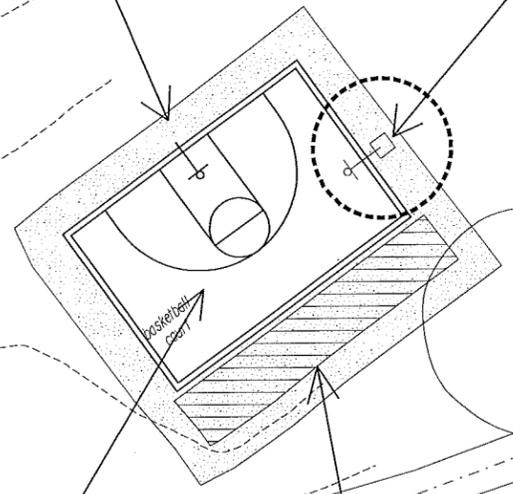
1" = 30'

WALTHAM RD

INSTALL NEW BASKETBALL
POLE, FOOTING, BACKBOARD
RIM & NET - PURCHASED BY
CITY OF MADISON PARKS
SEE BURKE BASKETBALL
POLE INSTALLATION
DETAIL 590-0057
Linden

REMOVE/DISPOSE OF
EXISTING BASKETBALL
POLE, FOOTING,
BACKBOARD AND RIM -
FILL HOLE W/ SAND

2 1/2" Linden
1 1/2" Locust
15" Locust

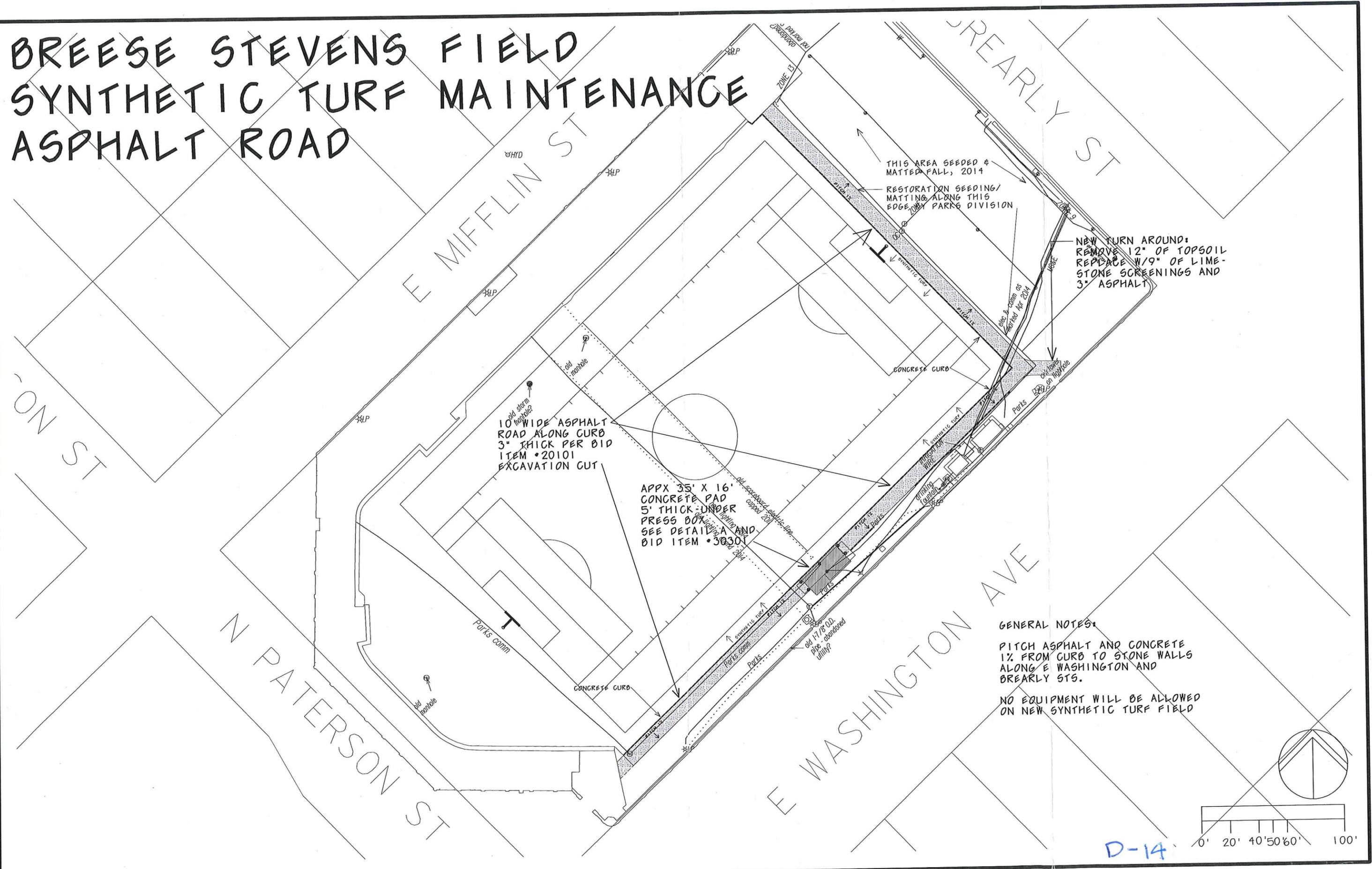


NEW ASPHALT
BASKETBALL
COURT - 48' X 32'
STRIPING BY
OTHERS
Hackberry?

EXISTING ASPHALT BASKETBALL
COURT - TO BE PULVERIZED AND
KEPT IN PLACE - TO BE ADDITIONAL
BASE. NEW ASPHALT BASKETBALL
COURT TO BE INSTALLED ON TOP
OF FINE GRADED PULVERIZED
EXISTING BASKETBALL COURT
EXTRA PULVERIZED MATERIAL
APPX 9' X 51' X 6" DEEP WILL
BE REMOVED FROM SITE.

WALTHAM PARK BASKETBALL COURT RECONSTRUCTION - BLOW UP A

BREESE STEVENS FIELD SYNTHETIC TURF MAINTENANCE ASPHALT ROAD



THIS AREA SEEDED & MATTED FALL, 2014
RESTORATION SEEDING/MATTING ALONG THIS EDGE BY PARK DIVISION

NEW TURN AROUND:
REMOVE 12" OF TOPSOIL
REPLACE W/ 19" OF LIME-
STONE SCREENINGS AND
3" ASPHALT

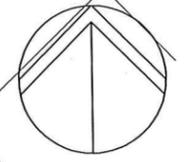
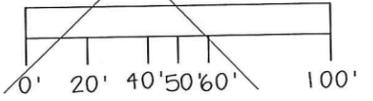
10' WIDE ASPHALT
ROAD ALONG CURB
3" THICK PER BID
ITEM • 20101
EXCAVATION CUT

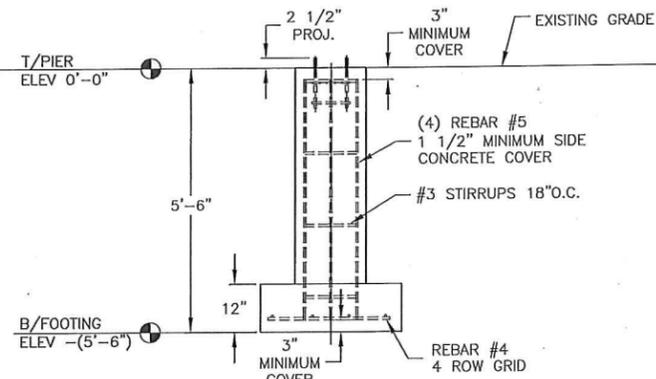
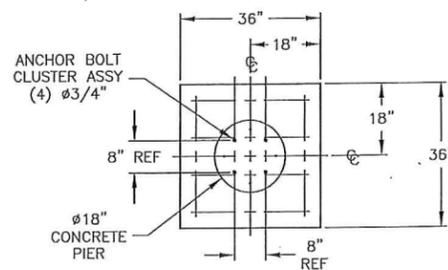
APPX 35' X 16'
CONCRETE PAD
5' THICK UNDER
PRESS BOX
SEE DETAIL A AND
BID ITEM • 30301

GENERAL NOTES:
PITCH ASPHALT AND CONCRETE
1% FROM CURB TO STONE WALLS
ALONG E WASHINGTON AND
BREARLY STS.

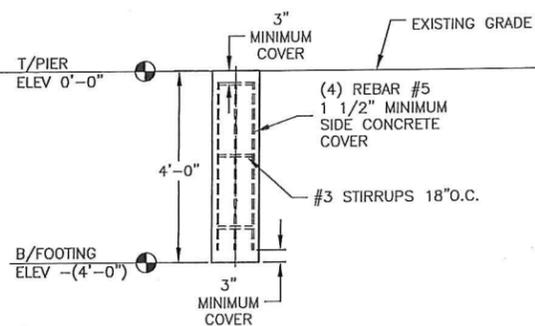
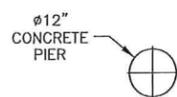
NO EQUIPMENT WILL BE ALLOWED
ON NEW SYNTHETIC TURF FIELD

D-14



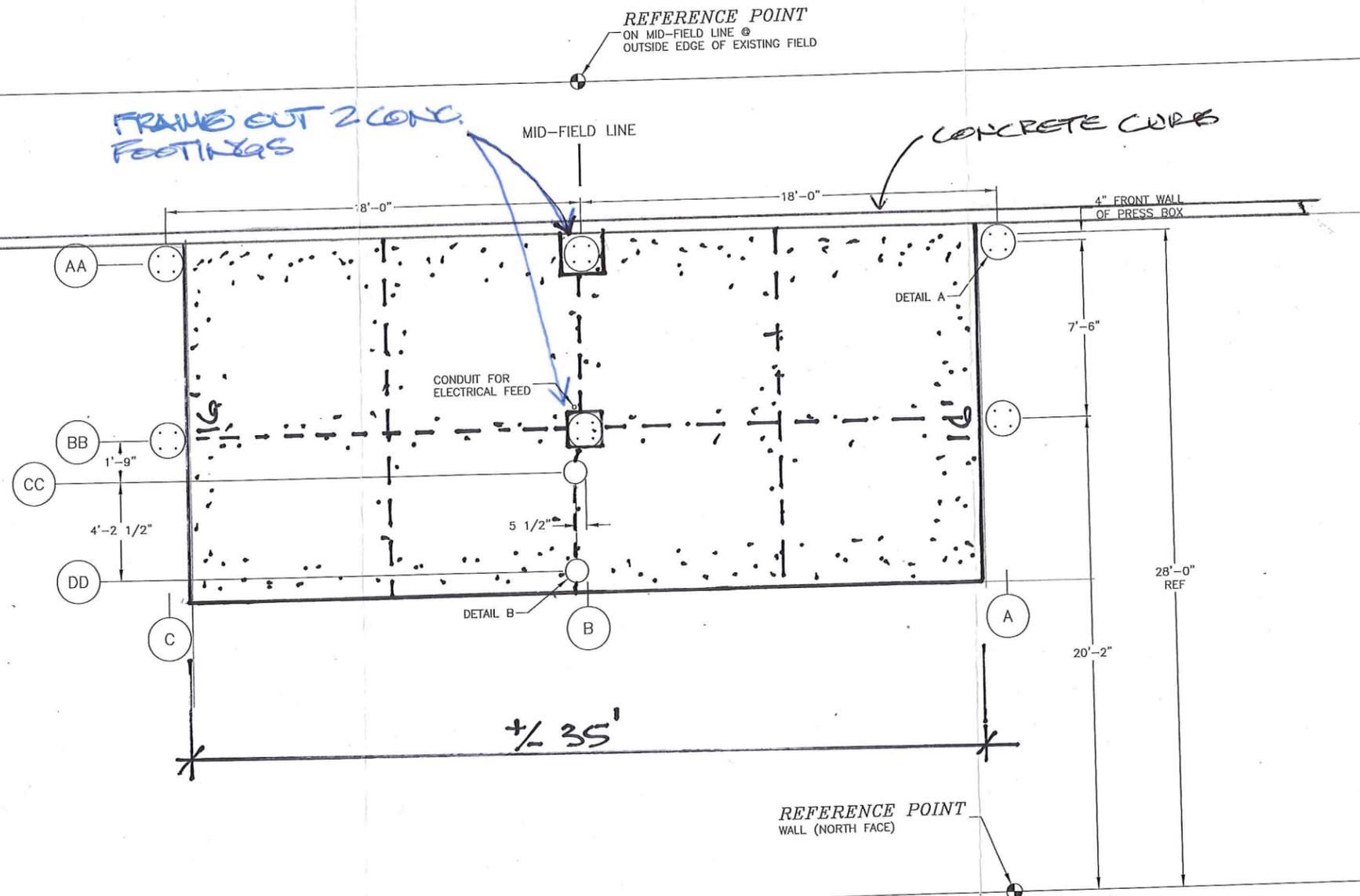


DETAIL A
PRESS BOX
PIER ASSEMBLY
(6) REQUIRED



DETAIL B
PRESS BOX STAIR
PIER ASSEMBLY
(2) REQUIRED

FRAMED OUT 2 CONC. FOOTINGS



BREESE STEVENS FIELD - CONCRETE SLAB UNDER PRESS BOX



FOOTING PLAN
SCALE: 3/8"=1'-0"

D-15

DETAIL 'A'

REV	DATE	DESCRIPTION	REV BY:
A	06-20-11	(NO CHANGES TO THIS SHEET)	KMW

JW INDUSTRIES inc.
2662 Glendale Ave.
Green Bay, WI 54217
(920) 865-7307 Fax (920) 865-7777
jwoffice@jwindustriesinc.com
"We provide everything except the spectators."

PROJECT: PRESS BOX SYSTEM	DATE: 06-03-11	DRAWN BY: KMW	SHEET NUMBER: 3 OF 10
CLIENT: CITY OF MADISON PARKS DIVISION		REPRESENTATIVE: JW INDUSTRIES, INC.	
JOB#: 10359		JOB#: 10359	



D-16

D-16

35' x 16' CONCRETE PAD
5" THICK

JUNCTION RIDGE PARK BASKETBALL COURT RE-CONSTRUCTION

NOTES:
PULVERIZE EXISTING SURFACE, FINE GRADE,
ROLL/PREP FOR NEW 3" ASPHALT LAYER TO
BE PLACED ON TOP OF EXISTING PULVERIZED
SURFACE. NEW ASPHALT TO BE PLACED ON
TOP OF THE EXISTING CONCRETE FOOTINGS
OF THE BASKETBALL POLES ALSO. CLEAN OUT
CRACKS/GRASS
FEATHER TOPSOIL, SEED & MAT 5' AROUND
RAISED ASPHALT COURT
STRIPING AND BACKBOARD ADJUSTMENT BY OTHERS

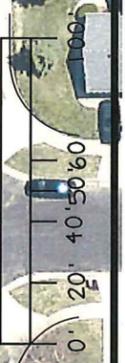
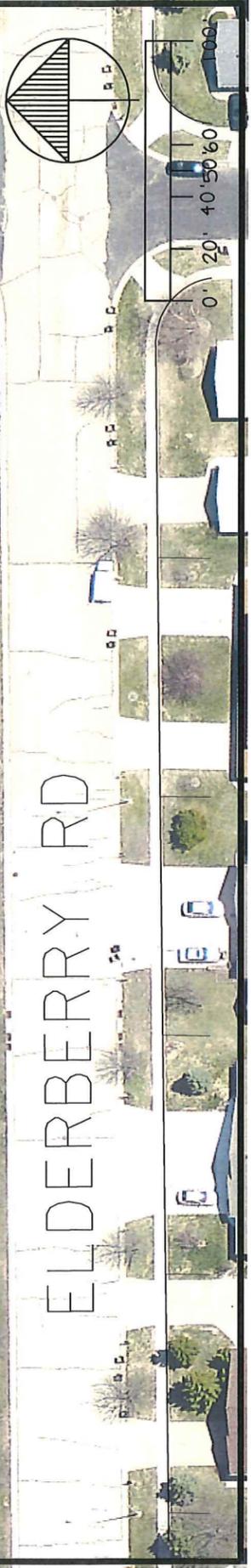
D-17

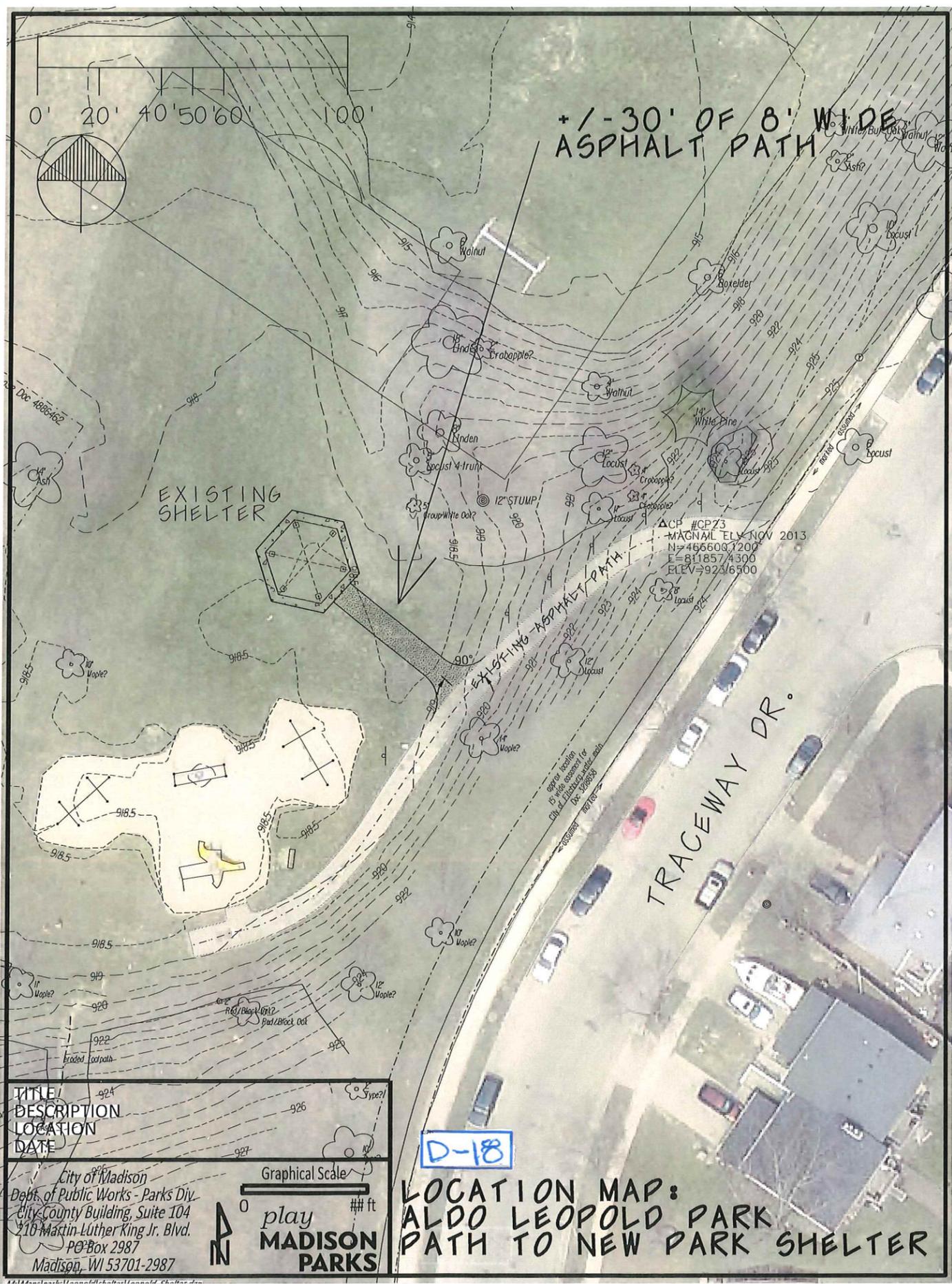
COVER CONCRETE FOOTING
WITH 3" ASPHALT - HAND
TAMP

COVER CONCRETE FOOTING
WITH 3" ASPHALT - HAND
TAMP

2" RCP
parks

12" RCP
parks





+/- 30' OF 8' WIDE ASPHALT PATH

EXISTING SHELTER

TRACEWAY DR.

D-18

LOCATION MAP:
ALDO LEOPOLD PARK
PATH TO NEW PARK SHELTER

TITLE	DESCRIPTION	LOCATION	DATE
City of Madison Dept. of Public Works - Parks Div. City/County Building, Suite 104 210 Martin Luther King Jr. Blvd. PO Box 2987 Madison, WI 53701-2987	play	MADISON PARKS	

Graphical Scale
0 # ft



MEADOWLARK DR

D-19

52' OF ASPHALT PATH

VALLEY RD

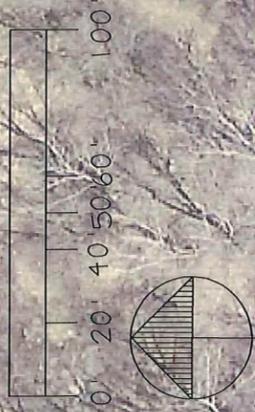
KEVIN WY

MERRITT RD

TWIN OAKS DR

OPEN WOOD WAY

HERITAGE HEIGHTS PARK



LOST CREEK MARSH

APPX 60' OF 6"
ASPHALT PATH
TO PLAYGROUND

D-20

DAY TRIPPER DR

HEY JUDE LA

proposed swing

LOCATION MAP:

ASPHALT PATH TO PLAYGROUND

LOST CREEK PARK



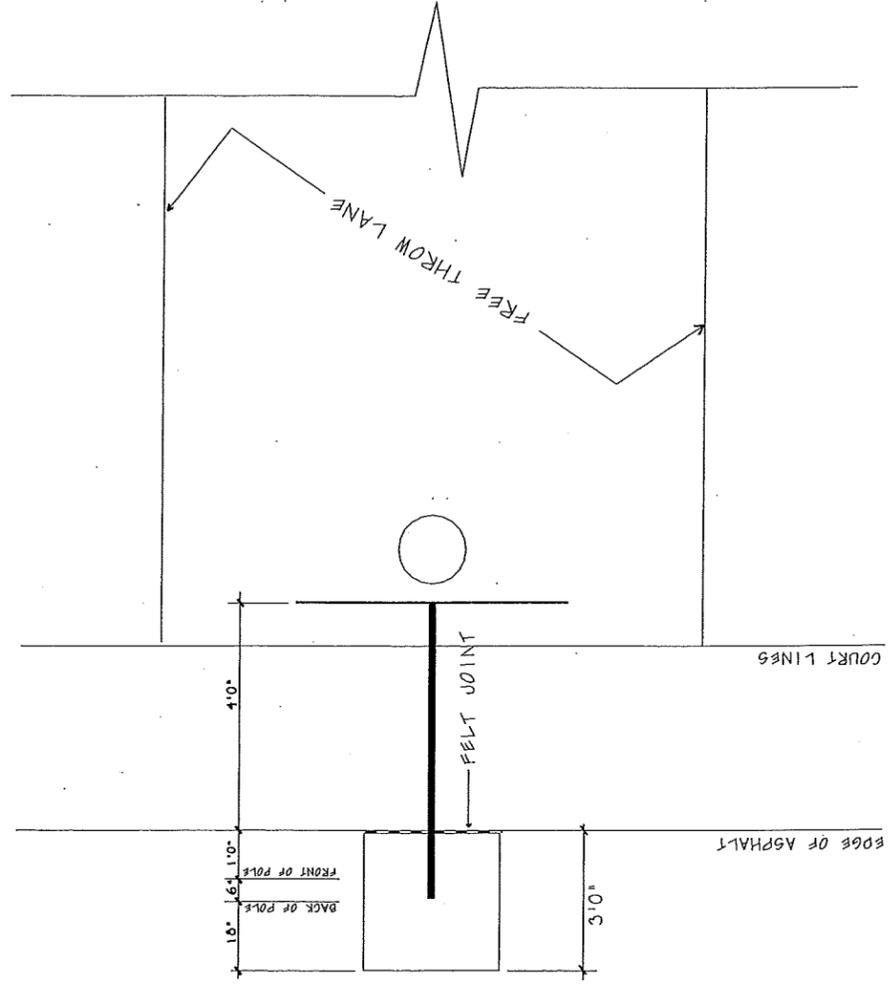
SINGLE BASKETBALL COURT

BASKETBALL POLE INSTALLATION

DETAIL "A"

NOTES:

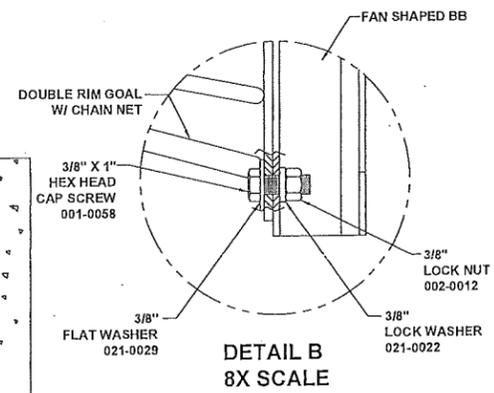
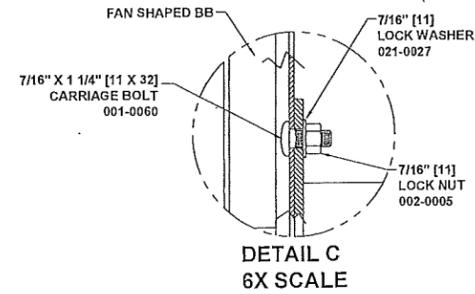
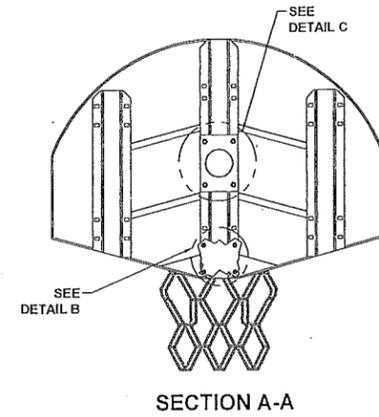
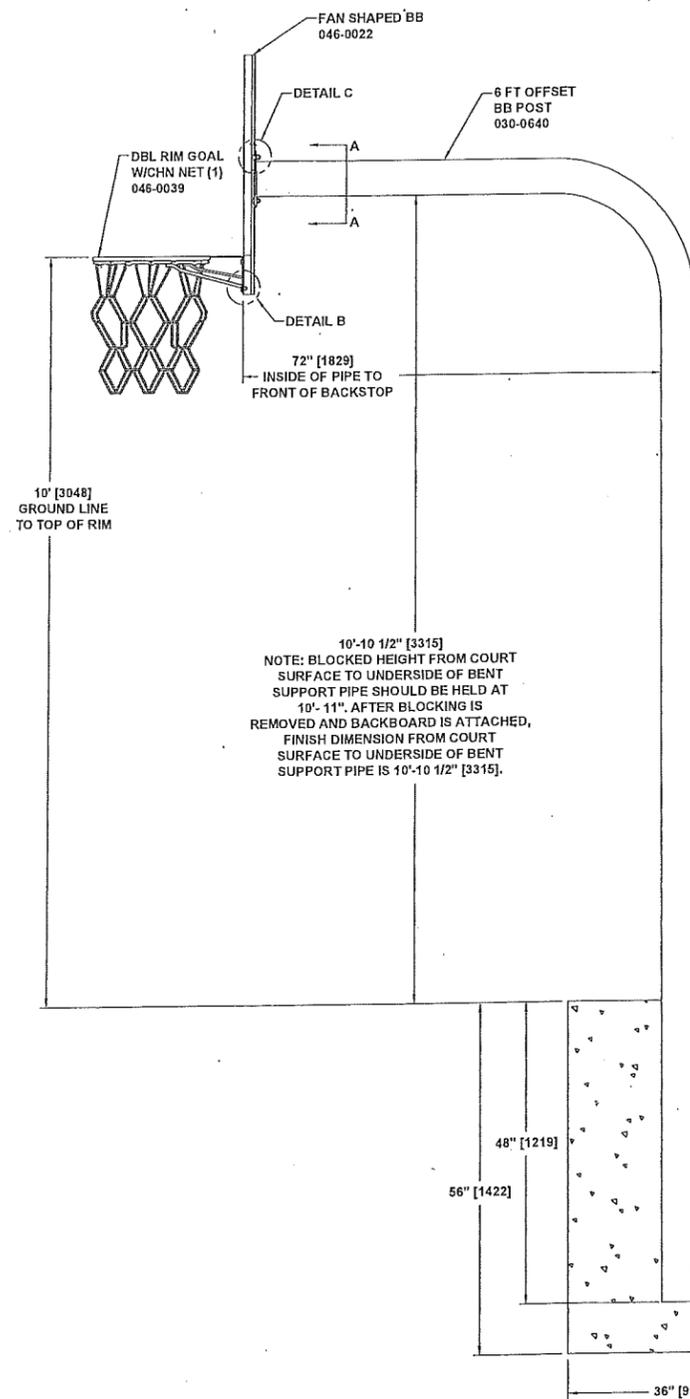
- INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND THESE SPECIAL PROVISIONS
- FOOTING SURFACE TO BE FLUSH WITH ASPHALT
- TOP 4" OF FOOTING TO BE FORMED
- POLE TO BE CENTERED ON COURT
- BACKBOARD TO BE PARALLEL TO BASE LINE
- RIM ELEVATION TO BE EXACTLY 10.0"
- DISTANCE FROM FREE THROW LINE TO BACKBOARD TO BE EXACTLY 15.0"
- CONTRACTOR TO REMOVE ALL EXCESS DEBRIS AND GRAVEL, TOPSOIL, SEED AND MULCH AS REQUIRED BY LANDSCAPE ARCHITECT
- ANY DAMAGE TO THE COURT SURFACE WILL BE REPAIRED BY THE CONTRACTOR



SCALE 1/4" = 1'0"



6/13/2005



590-0057

FAN BB DBL RIM CHN 6' (1)

D-22

PARTS LIST

<u>PART NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>
030-0640	6 FT OFFSET BACKBOARD POST	1
036-0165	HARDWARE PACKAGE	1
046-0022	FAN SHAPED BACKBOARD	1
046-0039	DOUBLE RIM GOAL W/ CHAIN NET (1)	1

Note: Hardware package(s) may include extra hardware that is not necessary for this installation.

SPECIFICATIONS

6 FT OFFSET BACKBOARD POST: One piece all welded construction consisting of 5 9/16" OD x sch. 40 galvanized steel pipe, 1/4" HR steel plate, and 1 1/2" x 1 1/2" x 1/4" HR steel angle.

HARDWARE PACKAGE: Zinc plated steel carriage bolts, hex head cap screws, nuts and flat washers.

FAN SHAPED BACKBOARD: One piece all welded construction consisting of regulation size 38" x 54" x 10 GA steel sheet, 1/4" x 1 1/4" steel perimeter, and 10 GA bracing. Primed and finished with a baked on powder coat.

DOUBLE RIM GOAL W/ CHAIN NET (1): 18" diameter regulation size rim, 5/8" round steel with chain net. Rim is finished with an orange baked on powder coat.

SHIPPING WEIGHT: 438 LBS.

INSTALLATION INSTRUCTIONS

1. Dig footings as shown. NOTE: Hole size may vary depending on local soil and weather conditions.
2. Place bent support pipe into footing to ground line marked on pipe. Block and plumb square to court. **NOTE**: Blocked height from court surface to underside of bent support pipe should be held at 10'-11". See drawing. Adjust if necessary.
3. Pour concrete and let set for 2 to 3 days.

AFTER CONCRETE HAS SET:

4. Raise backboard to position. Fasten bent support pipe to center hole position on backboard using 7/16" x 1 1/4" carriage bolts, 7/16" lock washers and 7/16" lock nuts. See SECTION A-A and DETAIL C.
5. Fasten goal to backboard using 3/8" x 1" hex head cap screws, 3/8" lock nuts 3/8" flat washers and 3/8" lock washers. See SECTION A-A and DETAIL B. Hang net.
6. Tighten all hardware.

NOTE: BLOCKED HEIGHT FROM COURT SURFACE TO UNDERSIDE OF BENT SUPPORT PIPE SHOULD BE HELD AT 10'-11". SEE DRAWING. AFTER BLOCKING IS REMOVED AND BACKBOARD IS ATTACHED, FINISH DIMENSION FROM COURT SURFACE TO UNDERSIDE OF BENT SUPPORT PIPE IS 10'-10 1/2".

TD-23

City of Madison
 Department of Public Works
PARKS DIVISION
 City-County Building, Suite 104
 210 Martin Luther King, Jr. Blvd.
 PO Box 2987
 Madison, WI 53701-2987

play
**MADISON
 PARKS**

PROJECT:
**2013 PARK
 PLAYGROUND
 IMPROVEMENTS**

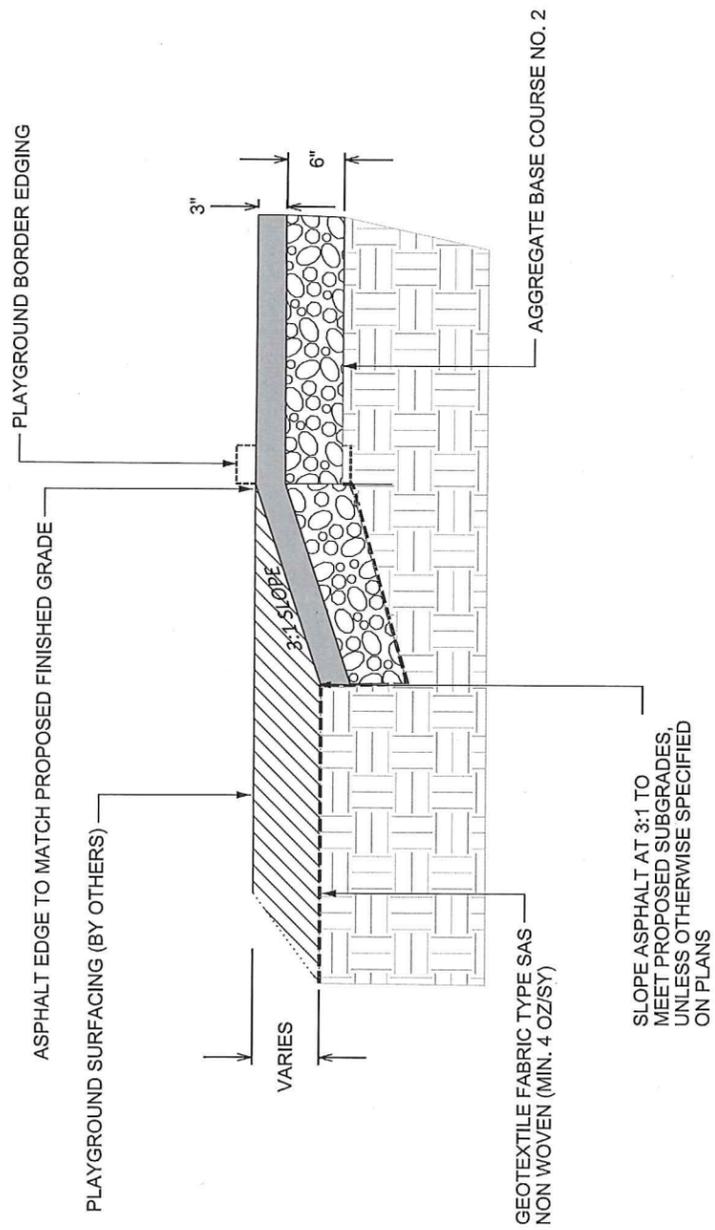
Although every effort has been made in preparing these drawings, the contractor shall be responsible for the construction and subcontractors must read all specifications and details and be responsible for the same.

ITEM	DATE
Drawn by:	2013.04.02
Revised by:	2013.04.02

PUBLIC WORKS PROJECT #:
7284

SHEET TITLE:
**ASPHALT EDGE
 AT PLAYGROUND**

SHEET NUMBER:
7.2



D-24

SECTION E: BIDDERS ACKNOWLEDGEMENT

**PARK PAVING - 2015
CONTRACT NO. 7465**

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 - 2015 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 to the Contract Nos. _____ through _____ issued thereto, 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: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTING

PARK PAVING - 2015 CONTRACT NO. 7465

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address or P O Box

City

State

Zip Code

If you have any questions call (608) 266-0028

ERD-7777-E (R. 09/2003)

**PARK PAVING - 2015
CONTRACT NO. 7465**

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

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 _____ (a corporation of the State of _____) (individual), (partnership), hereinafter referred to as the "Principal") and _____, a corporation of the State of _____ (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, 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:

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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

Date

By:

Name of Surety

By:

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License 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

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Fifteen 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:

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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. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“Public Works” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

“Employees working on the project” means laborers, workers, and mechanics employed directly upon the site of work.

“Laborers, Workers, and Mechanics” include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer’s objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor’s subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor’s subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor’s weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee’s rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee’s classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

5. **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 Contractor 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.)

6. 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.

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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	President	Date
_____		_____	
_____	_____	_____	_____
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

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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
License No. _____ for the year 20_____, 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

SECTION J: PREVAILING WAGE RATES

Not applicable