

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

**2020**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS**

**CONTRACT NO. 8490**

**MUNIS NO. 12691**

**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>

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8490**

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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: jf

# 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:	RESURFACING 2020 - CURB & GUTTER AND CASTINGS
CONTRACT NO.:	8490
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	2/14/2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/13/2020
BID SUBMISSION (2:00 P.M.)	2/20/2020
BID OPEN (2:30 P.M.)	2/20/2020
PUBLISHED IN WSJ	2/06/2020 & 2/13/2020

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8490**

**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

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8490**

**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%)	
<b>Total Percentage of SBE Utilization:</b>	_____ %.	

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
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**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

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

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

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

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

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

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

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

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

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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

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

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

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### RESURFACING 2020 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8490

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

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

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

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

#### **SECTION 104 SCOPE OF WORK**

Work in this contract includes replacement of curb and gutter, drive aprons, sidewalk ramps including truncated domes (supplied by City of Madison), adjusting inlets and castings (castings supplied by City of Madison), and installation of new storm sewer in advance of pavement pulverizing/milling and paving.

All curb and gutter replaced on milled streets shall be front filled with asphalt. All curb & gutter placed on pulverized streets shall be front filled with gravel unless the Engineer requires asphalt. Gravel front fill is included with the cost of remove/replace curb and gutter.

There are several locations where new concrete bus pads will be installed. Locations will be determined in the field by City staff.

There is new storm sewer installation on:

PORTLAND PKWY	S BROOKS ST	LIEN RD	INDEPENDENCE LN
ELLEN AVE	DAVENPORT DR	HATHAWAY DR	

All sidewalk removed at the crosswalks shall be replaced with 7" concrete.

This Contractor shall be required to coordinate with the other Contractors performing work on the resurfacing program contracts.

#### **SECTION 104.3 CHANGES IN THE WORK**

The quantity of the items listed in this Contract are estimates only.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

#### **SECTION 104.10 CLEANING UP**



Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

#### **SECTION 105.6            CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer.

The Contractor shall be responsible for all castings until the lower layer of asphalt is placed. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. The casting contractor shall repair as required by the Engineer at no additional cost to the City of Madison.

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

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

It is anticipated that MG&E will be replacing natural gas mains and services or installing dual mains on the following streets:

##### PULVERIZED STREETS

- S STOUGHTON RD SERVICE RD (replace steel gas main)
- HATHAWAY DR (replace steel gas main and services)
- STRATHMORE LN (replace steel gas main and services)
- GREENWICH DR (replace steel gas main and services)
- DEVON CT (replace steel gas main and services)
- DAVENPORT DR (replace steel gas main and services)
- GLENBROOK CIR (replace steel gas main and services)
- ELLEN AVE (no work planned unless conflicts identified by ULOs)
- INDEPENDENCE LN (no work planned unless conflicts identified by ULOs)

##### MILLED STREETS

- S BROOKS ST (no work planned unless conflicts identified by ULOs)

It is also anticipated that Madison Metropolitan Sewerage District (MMSD) and AT&T have manholes and/or handholes on some of the roads in this contract and these structures may need adjusting prior to paving.

The City of Madison Engineering Division will be awarding a contract for asphalt pavement pulverizing/milling and paving (contract 8491) in conjunction with this contract.

Traffic Engineering crews will be replacing or adding traffic signal loops after the pulverizing or milling and before the paving on the following streets with signal loops:

- INDEPENDENCE LN                      HIGH CROSSING BLVD                      LIEN RD

Streets may be deleted or added to the above list. The Contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (608-266-4761), prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

**SECTION 105.13      ORDER OF COMPLETION**

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Program shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

The Contractor shall proceed on this contract so as not to cause delays to Contracts noted in section 105.12. Delay costs in accordance with section 109.9 “**LIQUIDATED DAMAGES**” of the Standard Specification shall be assessed for each day that the Contractors on the above listed contracts are delayed.

**SECTION 106.1      SOURCE OF SUPPLY AND QUALITY**

No work shall begin on this contract until such time that asphalt mix design(s) are approved by the City of Madison.

**SECTION 107.1      PUBLIC CONVENIENCE AND SAFETY**

Access to businesses shall be maintained at all times.

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall not be allowed to remove curb and gutter from both sides of the street at the same time unless approved by the Engineer. This is in order to minimize the amount of on street parking required by property owners within any given block at the same time.

The Contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer. There are no known schools within the working limits at this time.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Contractor shall contact Madison Metro at least 7 days prior to starting work on the following bus route streets:

LIEN RD                      HIGH CROSSING BLVD                      INDEPENDENCE LN

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

Care shall be taken not to disturb property irons, sod areas and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work shall at no time be placed on private property.

**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 included with operations connected with this contract.

**SECTION 107.7            MAINTENANCE OF TRAFFIC**

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

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

The Traffic Control Plan shall be submitted to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 109, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

LIEN RD            INDEPENDENCE LN            HIGH CROSSING BLVD            S BROOKS ST

Contact Thomas Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

**PEAK HOUR RESTRICTIONS**

The Contractor and any subcontractor for the Street Resurfacing Program shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on the below listed streets. No work shall be done between these hours.

LIEN RD            INDEPENDENCE LN            HIGH CROSSING BLVD            S BROOKS ST

**SECTION 108.2            PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit.

Erosion control plans for projects that require a plan are included with this contract. All other locations within this contract that do not have a plan requirement shall still require erosion control measures as directed by the Engineer. The Contractor is responsible to install, maintain and remove all erosion control measures as directed by the construction engineer and maintain the site to prevent sediment migration.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the

Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

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

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

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

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

The Contractor shall begin work on this project on or before **APRIL 20, 2020**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in **SEVENTY (70) WORK DAYS**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

Once work starts on a street, construction activities shall continue until all work is completed including storm sewer, curb and gutter, aprons and restoration.

In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, shall subject the Contractor to paragraph C. of this section.

- A. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

1. One Superintendent/Foreman
2. Cement Finishing force sufficient to finish concrete work in order that contract shall not be delayed.
3. Laborers sufficient for removal, grading, forming, placing and finishing or concrete.
4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
5. Sidewalk, curb and gutter, and drive aprons, shall be replaced within three (3) workdays after it has been removed. Sidewalk and curb and gutter adjoining business properties shall be replaced within twenty-four (24) hours after being removed.
6. Backfilling and cleanup force sufficient to keep the backfilling operation to within one (1) work day after concrete is cured.

- B. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$500.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph A above. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.
- C. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
- D. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Workdays may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

**SECTION 109.5            METHODS AND EQUIPMENT**

The Contractor shall inspect and certify, in writing, that all sewer access points are free of debris when he/she leaves each site. If there is any debris in the sewer access point that the Contractor feels is not his/her responsibility, he/she shall promptly bring it to the attention of the Project Engineer before beginning work. Any repairs required to the new pavement shall be by infrared method or approved by Engineer.

**SECTION 210.1            EROSION CONTROL**

Material stored at the project site, for use as backfill material shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalk pavements shall be removed from the street and sidewalk pavements by hand shoveling at the end of the period, not to exceed one work day.

**SECTION 210.1(d)        STREET SWEEPING**

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

**BID ITEM 21017 – SILT SOCK (8 INCH) COMPLETE**

Silt sock shall be used to prevent erosion around all terrace inlets. Silt sock shall be used in the terrace and/or curb line as needed.

**BID ITEM 21031 – INLET PROTECTION, TYPE C – COMPLETE**

Type C inlet protection shall be allowed in areas where only mill and overlay work will occur. All locations requiring pipe or structure excavation shall have RIGID FRAME inlet protection (BID ITEM 90030).

**SECTION 303.2(n)      CURB RAMP DETECTABLE WARING FIELD**

**MATERIALS**

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

**SECTION 403.16      ADJUST VALVE CASTING, METHOD #1 - RESURFACING, ADJUST VALVE CASTING, METHOD #2 - RESURFACING, INSTALL ADJUSTABLE WATER BOX, METHOD #3 – RESURFACING**

403.16(a)      Description.

If required, ramping valve castings with HMA shall be incidental to this bid item.

**SECTION 403.1      RESURFACING**

The following specifications cover the work involved in the asphalt pavement resurfacing program of various streets. The resurfacing program includes: contract(s) to replace curb & gutter and utility castings; grind or pulverize various streets; patch and resurface various streets.

All work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification.

**SECTION 500      SEWERS AND SEWER STRUCTURES**

**STORM SEWER AND STRUCTURES GENERAL**

The storm sewer designer for this project is Daniel Olivares, (608) 261-9285 or daolivares@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 2062 feet of new storm sewer of various sizes ranging from 12” – 48” Type I RCP Storm pipe at locations shown on the plan and in accordance with these specifications.

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

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

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

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and until shop drawings are approved by the design engineer.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

## **SECTION 502.1 UTILITY TRENCH PATCHES**

The Contractor shall note that bid quantities for trench patching are percentages of the actual total quantity of trench patch. The use of either Type III or Type IV Trench Patches shall be left to the determination of the Construction Engineer and Inspectors and shall be predicated upon site conditions, traffic control and paving schedule. The Contractor shall be prepared to install either Type III or Type IV Utility Trench Patches at all project locations.

Intersections and collector streets disturbed by storm sewer improvements will be restored with Type III Utility Trench Patch. All other trenches located within pulverized pavement for storm sewer construction ahead of resurfacing shall be restored using Type IV Utility Trench Patches according to the Standard Specifications.

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

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long. The City may obtain ULO information ahead of the project to help identify conflicts and may have a respective decrease in quantities.

### **BID ITEM 90001 – BUS PAD**

#### **DESCRIPTION**

This item involves the construction of new 5” concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

#### **METHOD OF PAYMENT**

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

#### **BASIS OF PAYMENT**

The contact price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; for furnishing and placing 5” concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

### **BID ITEM 90030 – RIGID FRAME INLET PROTECTION - COMPLETE**

#### **DESCRIPTION**

Rigid Frame Inlet Protection-Complete is intended for construction use to minimize sediment from entering storm drainage systems, and shall be installed at locations shown on the plans prior to

construction or as directed by the Engineer. The installed inlet protection frame shall be installed with a dual fabric geotextile sediment bag.

Rigid Frame Inlet Protection-Complete shall follow ASTM D8057 and comply with WDNR Conservation Practice Standard 1060. All work shall be in accordance with Part II of the standard specifications.

## **MATERIALS**

Rigid Frame Inlet Protection-Complete supplied shall be an ADS FleXstorm "Catch-it" system or an approved equal. The supplied protection system must have a corrosion resistant framing and a replaceable geotextile sediment bag.

Framed inlet protection must meet the following specifications:

1. All ASTM Standard D8057-17 requirements, including:
  - a. Bypass overflow that meets or exceeds inlet design flow
  - b. Frame and bag strong enough to handle full sediment load
  - c. The frame shall include a curb back extension and extend to protect full width of catch basin (where applicable)
2. No part of inlet protection projecting above the grate (e.g. bag fabric)
3. "Dual fabric" filter bag, with nonwoven bottom and woven top
  - a. Geotextile bag depth shall be 22"

## **CONSTRUCTION METHODS**

The Contractor shall verify sizes of inlets and catchbasins within the project limits to select the appropriately sized Rigid Frame Inlet Protection. Install the Rigid Frame Inlet Protection in accordance with the manufacturer's instructions at the locations shown on the plan and as directed by the Construction Engineer. Perform all maintenance activities as directed by the Engineer, which shall include cleaning of the geotextile sediment bag, replacement of geotextile sediment bag as necessary, and removal of temporary inlet protection at the completion of site restoration.

## **METHOD OF MEASUREMENT**

Rigid Frame Inlet Protection-Complete shall be measured by each installed and in adherence of construction methods listed above.

## **BASIS OF PAYMENT**

Rigid Frame Inlet Protection-Complete shall be measured as described above which shall be full payment for procurement, installation, maintenance, removal, and for all work, materials, labor, and incidentals required to complete the work for each installed rigid frame inlet protection.

## **BID ITEM 90031 – STORMWATER CONTROL**

### **DESCRIPTION**

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

Dewatering and stormwater control is anticipated with the box tap at the S Brooks St and Regent St intersection.

It is advised that the Contractor visit the site prior to bidding to determine the type of storm water controls that will be necessary for the storm box tap and any work peripheral to the existing storm main and structure.



**METHOD OF MEASUREMENT**

STORM WATER CONTROL shall be measured by lump sum for all work necessary throughout construction to control storm water flows.

**BASIS OF PAYMENT**

STORM WATER CONTROL shall be considered full compensation at the contract price for all work, materials, and incidentals to complete the work as described above.

**BID ITEM 90032 –RELOCATE WATER**

**DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main or water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of main to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping of various sizes, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the Madison Standards Specifications for Public Works Construction, current addition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact the Storm Engineer and Jeff Belshaw ([jbelshaw@madisonwater.org](mailto:jbelshaw@madisonwater.org), (608) 261-9835) for coordination if water service relocation may be necessary.

**METHOD OF MEASUREMENT**

Relocate Water shall be measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Relocate Water shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

**RESURFACING 2020 – CURB & GUTTER AND CASTINGS (Contract 8490)**

**PULVERIZED STREETS**

INDEPENDENCE LN	EAST TOWNE BLVD	E WASHINGTON AVE
S STOUGHTON RD SERVICE RD	PORTLAND PKWY	ROBERTSON RD
HATHAWAY DR	SCHROEDER RD	STRATHMORE LN
STRATHMORE LN	E END	HATHAWAY DR
GREENWICH DR	STRATHMORE LN	HATHAWAY DR
DEVON CT	E END	HATHAWAY DR
DAVENPORT DR	430 FT E OF HATHAWAY DR	HATHAWAY DR
GLENBROOK CIR	E END	HATHAWAY DR
ELLEN AVE	E BUCKEYE RD	VONDRON RD
AARON CT	ELLEN AVE	E END
SAMS CT	ELLEN AVE	E END

CAMILLA RD  
PEBBLEBROOK DR  
HOLLYBROOK CT

VONDRON RD  
HOLLYBROOK CT  
PEBBLEBROOK DR

ELLEN AVE  
VONDRON RD  
CUL DE SAC

**MILLED STREETS**

LIEN RD

THEIRER RD

651 FT W OF LIEN RD

S BROOKS ST  
HIGH CROSSING BLVD

REGENT ST  
RAMP FROM I 90 (NB)

ROUNABOUT  
CHANDLER ST  
NELSON RD



# 2020 RESURFACING

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## S. BROOKS ST.

LIMITS

**REGENT ST. TO CHANDLER ST**

**UNDERLINED NUMBERS MACHINE CURB <100'**

**BOLD NUMBERS MACHINE CURB > 100'**

**REMAINING NUMBERS HAND CURB**

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	1025 REGENT ST.	40.0			20+20		
C&G	36	62.0			40+10+12		
C&G	104	20.0			10+10		
C&G	20 S. PARK ST.	198.0			150+28+11+9		
C&G	202 S. PARK ST.	10.0					
5"	104	75 SF.			5 X 15		
5"	1014 MOUND ST.	125 SF.			5 X 25		
7"	1025 REGENT ST.	96 SF.			8 X 12 HC RAMP		
7"	36	64 SF.			8 X 8 HC RAMP		
7"	104	105 SF.			7 X 15 HC RAMP		
7"	104	64 SF.			8 X 8 HC RAMP		
7"	1014 MOUND ST.	80 SF.			8 X 10 HC RAMP		
7"	1014 MOUND ST.	120 SF.			8 X 15 HC RAMP		
7"	1013 MOUND ST.	120 SF.			8 X 15 HC RAMP		
7"	1013 MOUND ST.	104 SF.			8 X 13 HC RAMP		
7"	1013 MOUND ST.	80 SF.			8 X 10 HC RAMP		
7"	202 S. PARK ST.	48 SF.			6 X 8 HC RAMP		
7"	202 S. PARK ST.	48 SF.			6 X 8 HC RAMP		
7"	202 S. PARK ST.	150 SF.			10 X 15 HC RAMP		
7"	202 S. PARK ST.	90 SF.			9 X 10 HC RAMP		
W F	1025 REGENT ST.	8 SF.					
W F	36	8 SF.					
W F	104	8 SF.					
W F	104	8 SF.					
W F	1014 MOUND ST.	8 SF.					
W F	1014 MOUND ST.	8 SF.					
W F	1013 MOUND ST.	8 SF.					
W F	1013 MOUND ST.	8 SF.					
W F	1013 MOUND ST.	8 SF.					
W F	202 S. PARK ST.	8 SF.					
W F	202 S. PARK ST.	8 SF.					
W F	202 S. PARK ST.	8 SF.					
W F	202 S. PARK ST.	8 SF.					











# 2020 RESURFACING

## ELLEN AV.

UNDERLINED NUMBERS MACHINE CURB <100'

LIMITS

E. BUCKEYE RD. TO VOND RON RD.

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	1801	40.0					
C&G	5313 BUCKEYE RD.	30.0					
C&G	1805	30.0					
C&G	1809	12.0					
C&G	1810	36.0					
C&G	1813	28.0					
C&G	1814	22.0					
C&G	1817	25.0					
C&G	1818	22.0					
C&G	1901 CAMILLA RD.	28.0					
C&G	1909	8.0					
C&G	1910	50.0					
C&G	1914	10.0					
C&G	1922	32.0					
C&G	1938	22.0					
C&G	1941	22.0					
C&G	1942	22.0					
C&G	1950	25.0					
C&G	2010	22.0					
C&G	2013	23.0					
C&G	2014	35.0					
C&G	2017	32.0					
C&G	2022	30.0					
C&G	2025	10.0					
C&G	2029	24.0					
C&G	2026	30.0					
C&G	2033	15.0					
7"	1801	120 SF.			18 X 10 HC RAMP		
7"	1801	160 SF.			20 X 8 APRON		
7"	5313 BUCKEYE RD.	120 SF.			10 X 12 HC RAMP		
7"	5313 BUCKEYE RD.	200 SF.			25 X 8 APRON		
7"	1814	160 SF.			20 X 8 APRON		
7"	1910	100 SF.			10 X 10 APRON		





# 2020 RESURFACING

## GREENWICH DR.

LIMITS

**STRATHMORE LN. TO HATHAWAY DR**

**UNDERLINED NUMBERS MACHINE CURB <100'**

**BOLD NUMBERS MACHINE CURB > 100'**

**REMAINING NUMBERS HAND CURB**

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	913	15.0					
C&G	914	18.0					
C&G	914 / 918	60.0					
C&G	917	15.0					
C&G	918	8.0					
C&G	921	20.0					
C&G	1001 / 1005	43.0					
C&G	1002	8.0					
C&G	1006	12.0					
C&G	1009	14.0					
C&G	1014	55.0					
C&G	1020	15.0					
C&G	1025	20.0					
C&G	1025 HATHAWAY DR	25.0			10 + 15		
5"	913	100 SF.			20 X 5		
7"	913	100 SF.			10 X 10 HC RAMP		
7"	914	49 SF.			7 X 7 HC RAMP		
7"	1025	100 SF.			10 X 10 HC RAMP		
7"	1025 HATHAWAY DR	100 SF.			10 X 10 HC RAMP		
BIT.	1006	11.67 SY.			7 X 15 APRON		
BIT.	1001	6.7			3 X 20 APRON		
WF	913	8 SF.					
WF	914	8 SF.					
WF	1025	8 SF.					
WF	1025 HATHAWAY DR	8 SF.					
MH	917	ADJ.				X	
MH	921	ADJ.				X	
MH	1013	ADJ.				X	
VC	1025	ADJ.				X	
VC	1025	ADJ.				X	



# 2020 RESURFACING

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## HIGH CROSSING BLVD.

LIMITS

**I HWY 90 & 94 TO NELSON RD.**

**UNDERLINED NUMBERS MACHINE CURB <100'**

**BOLD NUMBERS MACHINE CURB > 100'**

**REMAINING NUMBERS HAND CURB**

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	2810 CROSSROADS DR.	37.0			15 + 22		
C&G	5130 / 5150	25.0					
C&G	5201	76.0			20 + 10 + 46		
C&G	5202	12.0					
C&G	5202 / 5234	40.0					
C&G	5234	58.0			25 + 15 + 18		
C&G	5251	40.0			15 + 10 + 15		
C&G	3301 CITY VIEW DR.	27.0					
C&G	3501 LANCASTER DR	170.0			31+24+10+19+12+63+11		
C&G	3501 LANCASTER DR / 5330	16.0					
C&G	5309	11.0					
C&G	5309 / 5317	25.0					
C&G	5317	10.0					
C&G	5330	112.0			10+12+80+10		
C&G	5402	200.0			150 + 50		
C&G	5401 / 5441	12.0					
C&G	5441/ 3602 CROSS HILL DR.	86.0					
C&G	5433 WAYNE TER.	124.0			84 + 7 + 23 + 10		
C&G	3603 CROSS HILL RD.	33.0					
C&G	ISLAND OPP. 5442 WAYNE TER.	14.0					
C&G	ISLAND OPP. 5555	30.0					
C&G	5555	11.0					
7"	5201	900 SF.			30 X 30 APRON		
7"	5441	70 SF.			10 x 7 APRON		
7"	5433	150 SF.			10 X 15 HC RAMP		
W F	5433	8 SF.					
INL	2810 CROSSROADS DR.	ADJ.					X
INL	2810 CROSSROADS DR.	ADJ.					X
INL	5201	ADJ.					X
INL	5202	ADJ.					X
INL	5202	ADJ.					X
INL	5202	ADJ.					X
INL	5202	ADJ.					X

# 2020 RESURFACING

PAGE  2  OF  3

## HIGH CROSSING BLVD.

LIMITS

I HWY 90 & 94 TO NELSON RD.

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
INL	5251	ADJ.					X
INL	5251	REBUILD				X	
INL	5251	REBUILD				X	
INL	3501 LANCASTER DR.	ADJ.					X
INL	3501 LANCASTER DR.	ADJ.					X
INL	3501 LANCASTER DR. / 5330	ADJ.					X
INL	3501 LANCASTER DR. / 5330	ADJ.					X
INL	5309	ADJ.					X
INL	5402	ADJ.					X
INL	5402	ADJ.					X
INL	5401	REBUILD				X	
INL	5433	ADJ.					X
INL	5433	ADJ.					X
INL	5433	ADJ.					X
INL	5441	REBUILD				X	
M H	3010 CROSSROADS DR.	ADJ.			STORM		X
M H	5201	ADJ.			STORM		X
M H	5201	ADJ.			STORM		X
M H	5201	ADJ.			STORM		X
M H	5202	ADJ.			SANITARY		X
M H	5234	ADJ.			SANITARY		X
M H	3502 LANCASTER DR.	ADJ.			STORM		X
M H	3502 LANCASTER DR.	ADJ.			STORM		X
M H	3501 LANCASTER DR.	ADJ.			SANITARY		X
M H	3501 LANCASTER DR.	ADJ.			SANITARY		X
M H	3501 LANCASTER DR.	ADJ.			STORM		X
M H	5330	ADJ.			SANITARY	X	
M H	BENJAMIN DR.	ADJ.			SANITARY		X
M H	BENJAMIN DR.	ADJ.			STORM		X
M H	5251	ADJ.			SANITARY		X
M H	3301 CITY VIEW DR.	ADJ.			STORM		X
M H	5402	ADJ.			SANITARY		X
MH	5402	ADJ.			STORM	X	









# 2020 RESURFACING

## LIEN RD.

LIMITS

THEIRER RD. TO 1500 FT. EAST OF EAGAN RD.

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C & G	1701 THIERER RD.	20.0			10 + 10		
C & G	1726 EAGAN RD.	23.0					
C & G	1702 EAGAN RD.	7.0					
C & G	4303 EAST TOWNE WAY	10.0					
C & G	4600	10.0					
C & G	4501	17.0			10 + 7		
7"	1701 THIERER RD.	100 SF.			10 X 10 APRON		
7"	4237	100 SF.			10 X 10 HC RAMP		
7"	4237	132 SF.			12 X 11 HC RAMP		
7"	4301	132 SF.			12 X 11 HC RAMP		
7"	1701 EAGAN RD.	90 SF.			10 X 9 HC RAMP		
7"	1702 EAGAN RD.	96 SF.			8 X 12 HC RAMP		
7"	4325	120 SF.			10 X 12 HC RAMP		
W F	4237	8 SF.					
W F	4237	8 SF.					
W F	4301	8 SF.					
W F	1701 EAGAN RD.	8 SF.					
W F	1702 EAGAN RD.	8 SF.					
W F	4325	8 SF.					
INL.	1701 THIERER RD.	ADJ.					X
INL.	1701 THIERER RD.	ADJ.					X
INL.	4600	ADJ.					X
M H	1701 THIERER RD.	ADJ.			STORM		X
M H	4237	ADJ.			SANITARY	X	
M H	4303 EAST TOWNE WAY	ADJ.			SANITARY		X
M H	4501	ADJ.			STORM		X
M H	4600	ADJ.			SANITARY		X
M H	4600	ADJ.			SANITARY		X
M H	4501	ADJ.			STORM		X
V C	1701 THIERER RD.	ADJ.				X	
V C	4237	ADJ.				X	
V C	4237	ADJ.				X	
V C	4237	ADJ.				X	













**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8490**

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

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

\_\_\_\_\_  
SIGNATURE

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

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

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

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

**SECTION F: BEST VALUE CONTRACTING**  
**RESURFACING 2020 - CURB & GUTTER AND CASTINGS**  
**CONTRACT NO. 8490**

**Best Value Contracting**

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

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

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

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

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

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

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

## **SECTION G: BID BOND**

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

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

### **RESURFACING 2020 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8490**

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

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

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

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

Seal      PRINCIPAL

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

Seal      SURETY

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

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

#### NOTE TO SURETY & PRINCIPAL

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

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

## Certificate of Biennial Bid Bond

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

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

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

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

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Signature of Authorized Contractor Representative

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Date

## SECTION H: AGREEMENT

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

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

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

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

### RESURFACING 2020 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8490

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

	_____
	Company Name
Witness	Date
Witness	Date

	_____
	President
	Date

	_____
	Secretary
	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	Date
Witness	Date
Witness	Date

	_____
	City Attorney
	Date
	Date
	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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

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

**RESURFACING 2020 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8490**

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