

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

**2022**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**WEST BADGER RD. SALT BARN**

**CONTRACT NO. 8605**

**PROJECT NO. 44001**

**MUNIS NO. 44001**

**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>

**WEST BADGER RD. SALT BARN  
CONTRACT NO. 8605**

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**EXHIBITS IN BID EXPRESS**

- Exhibit A: Contract Plan Set
- Exhibit B: Technical Specifications
- Exhibit C: Certified Survey Map 13391
- Exhibit D: Soil Borings Report

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: RW

## 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:	WEST BADGER RD. SALT BARN
CONTRACT NO.:	8605
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PRE BID CONFERENCE	2:00PM, Monday, May 23, 2022, 1501 W. Badger Rd, meet at the domed Bulk Storage Building.
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	June 2, 2022
BID SUBMISSION (2:00 P.M.)	June 9, 2022
BID OPEN (2:30 P.M.)	June 9, 2022
PUBLISHED IN WSJ	April 28, May 5, May 12, May 19, May 26 & June 2,2022

**SBE PRE BID MEETING:** Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at (608) 261-9162 or by email, [jtorresmeza@cityofmadison.com](mailto:jtorresmeza@cityofmadison.com).

**Pre-bid Conference:** The City of Madison is conducting one (1) Pre-Bid Walk Through session at the project site. All contractors are encouraged to attend the walk through to become fully aware of existing site conditions.

This is the only time contractors shall be allowed access to non-public areas of the project area. You may review public areas at any time during normal operating hours.

Please use available parking on W. Badger Rd or Emil St. High Visibility vests are required to be worn on site.

**Alternate Design/Build Sub-Contractor:** The Owner will consider alternate design/build companies that meet the performance based specifications and plans for this contract. See specification 41 52 00 Bulk Material Storage for more information.

- Bidding General Contractors and/or alternate design/build sub contractors shall provide all required information to the City Project Manager for consideration via email.
- Emails shall have “**Contract 8605 – Request for Alternate Design/Build Sub-contractor**” in the subject line.

The **deadline** for receiving requests for alternates shall be **12:00 PM on Friday, May 27, 2022**. No additional requests for alternates will be received after this deadline.

All approved alternates shall be published in the form of an addendum.

**Questions and Clarifications:** Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have “**Contract 8605 - Questions and Clarifications**” in the subject line.

The **deadline** for receiving questions and clarifications shall be **12:00 PM on Friday, June 3, 2022**. No additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

**Publishing Addendums:** The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or about 12:00 PM, Tuesday, June 7, 2022 to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors you that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

### **STANDARD SPECIFICATIONS**

The City of Madison's Standard Specifications for Public Works Construction - 2022 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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  Hydro Excavating
- 243  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.

**WEST BADGER RD. SALT BARN  
CONTRACT NO. 8605**

**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



**WEST BADGER RD. SALT BARN  
CONTRACT NO. 8605**

**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**

### **WEST BADGER RD. SALT BARN CONTRACT NO. 8605**

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **SECTION 102.4 PROPOSALS**

This bid consists of a BASE BID and ALTERNATE BID ITEM #1 (Bid Item 90004). The contractor must do all of the following:

- Provide a unit price for all bid items
- Provide a total bid for each bid item
- Provide a SUB-TOTAL of all BASE BID items
- Provide a GRAND TOTAL of the BASE BID plus ALTERNATE BID ITEM #1

The contract shall be awarded to the lowest bidding contractor in the following manner:

- Prior to bid opening the City will establish a Construction Budget Dollar Value (CBDV) for the overall project.
- The City will award the contract based on the Grand Total of the Base Bid plus Alternate Bid Item #1 if lower than the CBDV.
- If the Grand Total exceeds the CBDV the City will award the contract based on the Sub-Total of the Base Bid Items only.

The City shall have the right to proceed or not proceed with any alternate regardless of how the bid was awarded.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

#### **SECTION 102.8 EXAMINATION OF SITES OF WORK**

The City of Madison is conducting a Pre-Bid Walk through session for this project located at 1501 W. Badger Rd. on Monday, May 23, 2022 from 2:00pm to 3:00pm. Please be aware of the following:

- There is no parking on the project site. Please park your vehicle in available street parking on either W. Badger Rd. or on Emil St.
- This is an active public works site with public waste/recycling drop off. Safety vest or other high-vis jacket is required to be on site.
- Meet the City Project Manager for sign-in at the door of the domed bulk storage building. This building is next to the vehicle exit gate on Emil St.
- Contractors are highly encouraged to attend this meeting. Any questions/concerns presented will be recorded and published, in an addendum, to all bidding contractors.

## **SECTION 102.9**

### **BIDDERS UNDERSTANDING**

All Contractors are reminded that this is a Public Works contract for the City of Madison and is exempt from State Sales Tax. Refer to this section of the City Standard Specification for Public Works and Specification 00 62 76.13 in Exhibit B for more information.

## **ARTICLE 103**

### **AWARD AND EXECUTION OF THE CONTRACT**

The bidder must completely fill in the unit price and total bid for each bid item shown on the proposal page and provide the grand total at the bottom of the page.

After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. This contract shall be awarded to the lowest bidder whose grand total bid is below the Construction Budget Dollar Value.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

The Awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, July 14, 2022**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday July 13, 2022.

## **ARTICLE 104**

### **SCOPE OF WORK**

This contract is for demolition of two (2) existing structures, site preparation, and the design/installation of one new bulk storage building. The scope of work as detailed in the plans and specifications shall include but not be limited to all of the following:

- Demolition of two (2) existing bulk storage buildings, including the removal of foundation walls as required by the plans and specifications.
- Design of a new bulk storage building as described within these special provisions, plans, and specifications.
  - The Base Bid shall be for the specified Salt Storage Barn
  - The Alternate Bid Item #1 shall be for the Dirt Storage Barn Addition
  - See plans and specifications for more information on the contract work associated with each item.
- Site work including but not limited to asphalt cutting and removal, excavation, back fill, concrete flatwork and new asphalt paving.
- Construction of the new bulk storage building.
- Interior and exterior paving.
- Electrical and lighting equipment.

The scope of work for the bidding contractor and all sub-contractors includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. All Contractors shall use properly functioning equipment capable of performing the tasks required. All Contractors shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition, the Contractors shall include all costs of disposal, equipment rental, utility service installations, temporary services, and any other costs whatsoever which may be required for execution of this contract.

## **SECTION 104.1**

### **LANDS FOR WORK**

All work under this contract shall be conducted on Public Works lands jointly operated by the City of Madison Streets Division, 1401 W. Badger Rd., and City of Madison Engineering Division, 1600 Emil St., Madison, WI.

All Contractors shall be aware that this site is actively used by both departments as well as multiple other city agencies for vehicle fueling. The project limits will be as noted on the site plan with allowed expansion for deliveries and setting of building components.

Speed limits, erosion control, and street sweeping will be adhered to at all times.

## **SECTION 104.2**

### **INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

The contract documents are complimentary of each other and consist of all of the following:

- The City of Madison Standard Specifications for Public Works Construction, 2022 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Exhibit A: Plan Set
- Exhibit B: Technical Specifications
  - 00 62 76.13 Sales Tax Form
  - 01 26 13 Request for Information (RFI)
  - 01 26 46 Construction Bulletin (CB)
  - 01 26 57 Change Order Request (COR)
  - 01 26 63 Change Order (CO)
  - 01 29 76 Progress Payment Procedures
  - 01 31 13 Project Coordination
  - 01 31 19 Project Meetings
  - 01 31 23 Project Management Website
  - 01 32 16 Construction Progress Schedules
  - 01 32 19 Submittals Schedule
  - 01 32 23 Survey and Layout Data
  - 01 32 26 Construction Progress Reporting
  - 01 32 33 Photographic Documentation
  - 01 33 23 Submittals
  - 01 45 16 Field Quality Control Procedures
  - 01 45 29 Testing Laboratory Services
  - 01 50 00 Temporary Facilities and Controls
  - 01 60 00 Product Requirements
  - 01 71 23 Field Engineering
  - 01 74 13 Progress Cleaning
  - 01 74 19 Construction Waste Management and Disposal
  - 01 76 00 Protecting Installed Construction
  - 01 77 00 Closeout Procedures
  - 01 78 13 Completion and Correction List
  - 01 78 23 Operation and Maintenance Data
  - 01 78 36 Warranties
  - 01 78 39 As-Built Drawings
  - 01 79 00 Demonstration and Training
  - 08 11 13 Hollow Metal Doors and Frames
  - 08 33 26 Overhead Coiling Doors
  - 08 70 00 Door Hardware
  - 41 52 00 Bulk Storage Building
- Exhibit C: Certified Survey Map 13391
- Exhibit D: Soils Boring Report

## **SECTION 105.5**

### **INSPECTION OF WORK**

The Contractor shall be responsible for coordinating all required regulatory inspections associated with items and installations during the execution of this contract.

CGC, Inc. is under contract with the City of Madison for earthwork and pavement testing services related to this contract. **The Contractor SHALL NOT include these testing services in their bid.**

The Contractor shall provide access to all of the work associated with this contract to the staff and consultants of the City design team.

The Contractor shall be aware that additional city staff shall review work for quality control compliance to the City Standard Specifications for Public Works. QC reviews are in addition to any code required inspections under various permits. QC review may require higher levels of materials and workmanship under the City Standard Specifications for Public Works than what is typically required by Building Inspection for code compliance. These reviews shall include but not be limited to excavation, base, paving, storm, sanitary, water, and building installations.

## **SECTION 105.6**

### **CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

All Contractors have a responsibility to review all contract documents noted in Section 104.2 above. No Contractor shall assume that information shown incorrectly on plans for other trades is not their responsibility.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents for clarification of the bid documents, by addendum, prior to the bid due deadline.

Any Contractor who identifies such a discrepancy after the contract has been awarded shall immediately notify the City Project Manager of the discrepancy through the RFI (Request For Information) process for clarification prior to ordering materials and or beginning work.

## **SECTION 105.12**

### **COOPERATION BY THE CONTRACTOR**

The Contractor shall review the site plan for site constraints and adjust his/her bid according to those constraints.

#### **Public Works Yard Access**

The Contractor shall contain construction activities within the project limits specified in the plans and specifications to ensure that daily operational access within the public works yard is maintained.

The Contractor shall coordinate with the project manager a minimum of ten (10) working days in advance of needing temporary extra space for unloading deliveries, additional laydown space, and for temporary use of equipment such as cranes.

#### **Temporary Facilities and Controls**

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, power, etc. as necessary for this contract. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility. Review Specification 01 50 00 Temporary Facilities and Controls.

### **SECTION 105.13            ORDER OF COMPLETION**

The Contractor shall be responsible for all means and methods associated with scheduling the completion of all work related with this contract to include but not be limited to incorporating work by others into their schedule as follows:

- Bulk Storage Building Design:
  - The Contractor and his/her bulk storage building designer shall provide a preliminary design submittal which shall include building floor plan, elevations, cross sections, footings, horizontal and vertical dimensions for review by the Owner to ensure the intent of the contract is being met.
    - GC shall also provide materials samples and colors for final selection by owner.
  - After approval of the preliminary design by the owner the building designer shall complete the building design and provide final review submittal for the owner.
  - After Owner final review and approval the designer shall submit all plans and calculations to the Madison Building Inspection Department for review and building permits.
- Demolition and Construction:
  - The GC **shall not** begin any demolition and site work until the earliest start date identified in Section 109.7 below.
  - The GC **shall not** construct any footing or foundation until Madison Building Inspection has reviewed and approved the Designers plans and issued a building permit.

### **SECTION 105.15            SUBSTANTIAL COMPLETION**

The Contractor shall refer to Specification 01 77 00 Closeout Procedures for definitions and procedures related to Substantial Completion.

### **SECTION 108.2            PERMITS AND LICENSING**

The Contractor and his/her bulk storage building designer shall be responsible for all City of Madison Building Inspection review applications and fees.

- The licensed bulk storage building designer shall be responsible for onsite review of installation and final sign off for inspection as required by code.

The Contractor and his/her sub-contractors shall be responsible for all building, electrical, and other permits as required by City of Madison Ordinances.

Where a fee covers initial inspections associated with the permit the Contractor shall be responsible for paying for any fees associated with re-inspections.

The City Project Manager through the Parking Lot and Site Review process has already secured the following Permits. The General Contractor shall not make application for the permits and shall not include any fees for them in their bid:

- City of Madison Erosion Control Permit
- City of Madison Storm Water Management Permit

### **SECTION 109.7            TIME OF COMPLETION**

Work shall begin only after the contract is completely executed and the Start Work Letter is received. It is anticipated that the start work letter shall be issued on or about August 1, 2022.

After receiving the SWL the Contractor shall begin the bulk storage building design and approval process as described in the contract documents. This process shall include but not be limited to the following:

- Preliminary meeting with the owner during the pre-construction meeting

- 75% design review with the owner
  - This design review shall include elevations and building sections with proper finish materials shown.
  - See Exhibit B-Technical Specification 41 52 00 Bulk Material Storage, Section 1.7 Submittals for more information on this requirement.
    - Review dates specified in the specification. No additional time will be added to the contract for late, improper, or rejected submittals or plan reviews.
- Final design review with the owner
- Plan review submittals to Madison Building Inspection

The earliest start date for demolition of existing structures and site work shall be Monday, April 14, 2023; the latest start date shall be May 1, 2023. Actual start date shall be weather dependent based on winter weather conditions and spring thaw.

The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday October 13, 2023**. See Exhibit B, Specification 01 77 00 for the definition of Construction Closeout.

**SECTION 109.14      MOBILIZATION**

Only one Mobilization (see City Standard Specifications for Public Works) shall be permitted for this contract. Additional mobilizations shall not be permitted due to weather, contract scheduling, material/equipment deliveries and other similar reasons.

**SECTION 202.3(c)      SPECIAL COMPACTION**

See City of Madison Standard Specifications for Public Works Contracts for more complete information.

CGC, Inc. is under contract with the City of Madison for earthwork and pavement testing services related to this contract. The Contractor shall be responsible for contacting CGC for all compaction testing, asphalt and concrete sampling, and other testing services as noted in the contract documents. **The Contractor SHALL NOT include these testing services in their bid.**

Compaction shall meet the requirements specified in the City Standard Specifications:

- All compaction shall be completed with vibratory type equipment. Compaction by ramming using a backhoe bucket will not be permitted.

**ARTICLE 210      Erosion Control**

See City of Madison Standard Specifications for Public Works Contracts Article 210 for more complete information.

The Contractor shall include all costs for the materials, installation, maintenance, and removal of all storm water management Best Management Practices (BMP) required for the site.

The Contractor shall be required to perform all required inspections, reporting, corrective actions, and fines associated with the requirements of the permits and City of Madison Ordinances.

**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.

## **SECTION 210.2**                      **SILT SOCK**

Silt sock shall be used on existing asphalt at project limits for erosion control and catching of fine sediments. All silt sock shall be weighted down using cinder blocks or sand bags to prevent movement or rolling of the silt sock. Staking silt sock into existing asphalt pavement is not permitted.

## **SECTION 301.10**                      **CONCRETE WASTE MANAGEMENT**

All work for this contract is being done in a paved public works yard. The Contractor shall only use pre-fabricated washout containers for this contract.

The Contractor shall do all of the following:

- Provide sufficient containers, constructed and lined to city standards, to handle the washout requirements for the concrete delivery.
- Prefabricated washout containers shall only be located as follows:
  - Unused, empty washout containers may be stored on existing asphalt pavement.
  - Washout containers being used shall be placed within the area of excavation to prevent possible spillage onto asphalt pavement.
  - Full washout containers shall remain in excavated area until cured and removed from the project site.
- Monitor the washout operations to ensure drivers are properly using the devices and washout is being contained within the container
- Monitor the waste level in the container to ensure waste levels remain at least 6" below the top of the container
- Immediately clean any spillage and prevent spillage from reaching any inlets, pond, or wetland. Remove any spillage contained within surrounding soils.

The Contractor shall review the entire Concrete Waste Management section of the City of Madison Standard Specifications for Public Works contracts for more information.

The cost of supplying containers and disposing of the concrete waste is incidental to all bid items involving the pouring of concrete or the use of mortar.

## **SECTION 403.5**                      **Asphalt Tack Coat**

Asphalt tack coat shall be applied to all existing asphalt and concrete edges prior to placing new asphalt. The cost of the applying tack coat to edges of existing asphalt/concrete is incidental to installing the new asphalt.

It is anticipated that all new asphalt pavement layers for this contract shall be placed on the same day. If paving takes place over multiple days the Contractor shall provide and install tack coat per the Standard Specifications at their own expense.

## **SECTION 403.6**                      **Asphalt Lower Layer**

The new asphalt lower layer shall be a 3-1/2 inch average compacted thickness of 3 MT 58-28 S.

## **SECTION 403.6**                      **Asphalt Middle Layer**

The new asphalt middle layer shall be a 3-1/2 inch average compacted thickness of 3 MT 58-28 S.

**SECTION 403.7**

**Asphalt Upper Layer**

The new asphalt upper layer shall be a 2-inch average compacted thickness of 4 MT 58-28 H.

Seal all joints/seams between existing asphalt/concrete and new asphalt. Refer to Article 406 of City Standard Specifications for more information.

**STANDARD BID ITEMS**

**Note:** The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all standard bid items as described in the City of Madison Standard Specifications for Public Works Construction, 2022 Edition. The following Standard Bid Items described in these special provisions have been modified for this contract.

**BID ITEM 20101 – EXCAVATION CUT**

**DESCRIPTION**

BID ITEM 20101 shall be for the following work:

- Removal and proper disposal of asphalt within the construction limits as indicated on the plans.
- Removal and proper disposal of all undisturbed soil to a uniform depth of 20-inches below existing asphalt for all new pavement and base materials. This quantity has been estimated at.
- Removal and proper disposal of all undisturbed soil to a uniform depth of for new building footings, foundation, and workspace.
- This bid item includes all equipment, trucking, and disposal fees required for the proper removal and disposal of excavated materials.

The Contractor shall be aware that the following work **IS NOT** included in this bid item:

- For all work associated with the electrical trench see bid item 50226.
- For all work associated with building demolition below grade see bid item 90000.
- For all work associated with existing salvable base material see bid item 90001.

**METHOD OF MEASUREMENT**

BID ITEM 20101 shall be measured as CUBIC YARDS (CY) for the complete unit of work described above.

**BASIS OF PAYMENT**

BID ITEM 20101 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals.

**BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE – GRADATION NO. 2**

**DESCRIPTION**

BID ITEM 40102 shall be used for back filling footings/foundation walls and for pavement base as per details. Contractor shall note the following:

- The Contractor shall install/compact all salvable base material (see Bid Item 90001) before providing/installing/compacting new material under this bid item.
- This bid item is for providing/installing/compacting new base material in excess of salvable material required for back fill of footings and foundation, and for new pavement base.
- Material shall be placed in lifts no deeper than 12-inches and then compacted to City Standard Specifications for Public Works.

- Compaction shall be mechanical using rollers or plate type compactors. Ramming with buckets shall not be permitted.
- Contractor shall coordinate density testing with the City provided testing consultant. Testing shall not be included in any contract costs.
- Compaction that does not meet minimal standards shall be re-compacted or removed and replaced then compacted at no additional cost to the contract.

**METHOD OF MEASUREMENT**

BID ITEM 40102 shall be measured as TON for the complete unit of work described above.

**BASIS OF PAYMENT**

BID ITEM 40102 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals.

**BID ITEM 50226 – Utility Trench Patch Type III**

**DESCRIPTION**

BID ITEM 50266 shall be for all electrical trench work in paved areas. All of the following shall apply to this bid item:

- Saw cut, remove and dispose of existing asphalt pavement. Utility trench width shall be approximately 2'-6" in width.
- Excavate trench to a depth of 2'-6" below finished grade.
  - Salvage existing base material for reuse.
  - Properly dispose of undisturbed soils removed. Re-use is not permitted.
  - Coordinate with the Electrical Sub-Contractor for installation of conduits.
- Backfill trench with existing excavated base material. Provide additional crushed aggregate base #2 if needed. Compact fill material in 6" lifts.
- Ensure existing paving has no broken edges or cracking prior to installing new pavement. Saw cut paving (and remove) as needed at no additional cost to the contract.
- Provide tack coat on all edges of existing asphalt prior to installing new asphalt.
- Install new pavement in trench. Pavement shall be same mix and thickness as Bid Items 40203 (lower layer), 40203 (middle layer), and 40205 (upper layer).
- Seal all joints/seams between existing and new asphalt refer to Article 406 of City Standard Specifications for more information.
- Temporary trench covers shall be provided by the contractor as needed until paving is complete. Temporary trench covers are incidental to this item.

**METHOD OF MEASUREMENT**

BID ITEM 50226 shall be measured as TRENCH FEET (TF) for the complete unit of work described above.

**BASIS OF PAYMENT**

BID ITEM 50226 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals.

**NON STANDARD BID ITEMS**

**Note:** The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all Non Standard bid items as described below.

**BID ITEM 90000 – DEMOLITION OF EXISTING BUILDINGS**

**DESCRIPTION**

Bid Item 90000 shall include the demolition, removal, and disposal of two (2) existing bulk storage buildings as follows:

- The Contractor shall be aware that all work described under this bid item is part of the BASE BID even though some work may be located within the area defined on the plans as Bid Item 90004 – Alternate Bid Item #1.
- Disconnect all existing electrical circuits from Panel N in the existing cold storage building (see general site plan for location).
  - Remove conduits from panel, cap, and abandon
  - Remove wires, cap, and abandon buried conduits as needed during all excavations and demolitions.
  - Properly remove and dispose of any ballasts and bulbs from existing lights.
- Remove all building materials above grade.
  - At the discretion of the Contractor he/she may salvage for reuse any structure or structure component. Contractor shall document any reuse.
  - Contractor shall recycle all materials suitable for recycling. This shall include but not be limited to metals, concrete, wood and electrical components. Contractor shall document all materials being recycled.
  - Contractor shall properly landfill all materials that are not suitable for recycling. Contractor shall document all materials being landfilled.
- Remove footings and foundations from below grade as follows:
  - Where foundation walls will not conflict with new construction remove foundation wall to at least 2'-0" below surface of asphalt. The remainder of the foundation may be abandoned.
  - Where foundation walls and footings conflict with new construction remove as needed to provide a minimum of 6-inches of clear space between new construction and existing construction being abandoned. No existing footing or foundation wall shall be permitted to be tied in with new construction. Contractor is responsible for providing sufficient clearances needed for labor, forming materials, backfill and compaction equipment.
- Provide the City Project Manager with all reuse, recycle, and landfill documentation. The Contractor may single source waste management and provide monthly documentation from the waste management company.

**METHOD OF MEASUREMENT**

Bid Item 90000 shall be measured as LUMP SUM for all demolition work and disposal of materials as specified in the description above.

**BASIS OF PAYMENT**

Bid Item 90000 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

- Up to Ninety-Five (95) percent of the contract unit price shall be paid for all labor, materials, equipment, and incidentals necessary to complete the work described above. Partial payments will be permitted based on the amount of work completed.
- Five (5) percent of the contract unit price shall be paid after all disposal documentation has been provided to the City Project Manager.

**BID ITEM 90001 – SALVABLE BASE MATERIAL**

**DESCRIPTION**

BID ITEM 90001 shall be for the removal, stock piling, and reuse of existing base material below existing asphalt being removed. The Contractor shall be aware of all of the following:

- The Contractor shall remove and stockpile all salvable base material from within the construction limits depicted on sheet 1 of the plan set. All work associated with this item is part of the BASE BID even though some areas may be depicted graphically in the area defined as Alternate Bid Item #1.
- Exhibit D – Soils Report of the bid documents indicates existing base material below existing asphalt varies from 10-inches to 12-inches.
  - An average of 11-inches of base thickness over 21,740 square feet of asphalt being removed was used for the quantity calculation of this bid item.

- Contractor shall remove existing base material from the construction area and stockpile on site (see area designated on sheet 1 of the plan set) for reuse as compactible fill material.
- Contractor shall provide 8-inch silt sock around stockpile. Use weighted material such as cinder blocks to hold silt sock in place. Staking of silt sock into asphalt paving shall not be permitted.
- Contractor shall provide tarps over stockpile to keep it protected from wind and rain. Tarps shall be weighted down securely, staking of tarps into asphalt shall not be permitted.
- Contractor shall use this material for backfilling footings and foundations prior to providing new crushed aggregate as described in Bid Item 40102. Contractor shall place and compact salvable material in the same manner as the crushed aggregate.
- This bid item does not include the removal of base material for the Utility Trench Patch Type III. See bid item 50226 for utility trench patchwork description.

#### **METHOD OF MEASUREMENT**

BID ITEM 90001 shall be measured as TON for the complete unit of work described above.

#### **BASIS OF PAYMENT**

BID ITEM 90001 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals. Partial payments will be allowed as follows:

- Forty-Five (45%) percent of this bid item may be paid after all existing base material has been removed and stockpiled, and stockpile has been protected with silt sock and tarps.
- Forty-Five (45%) percent of this bid item may be paid after all salvable material has been reused and properly compacted.
- Ten (10%) percent of contract of this bid item may be paid after all silt sock and tarps have been removed from the stock pile area and the area has been cleaned free of loose stone and dirt (street sweep clean).

#### **BID ITEM 90002 – DESIGN AND PROVIDE BUILDING MATERIALS PACKAGE**

*Note: The Contractor shall sub-contract with one of the pre-approved bulk storage companies as indicated in specification 41 52 00 Bulk Material Storage. The Owner will consider alternates only as outlined in the specification during the bidding period. No alternates will be permitted after bids are received.*

#### **DESCRIPTION**

Bid Item 90002 shall include all of the following and is part of the BASE BID:

- Provide complete plans and specifications for the Bulk Storage building, footings, foundation, door headers/jambs, and trusses.
- Provide plans and calculations signed and sealed by a Professional Engineer licensed in the State of Wisconsin.
- Provides plans and calculations, application and fees submittal to City of Madison Building Inspection for plan review.
- Provide all materials identified as the “Building Package” in Specification 41 52 00 Bulk Material Storage.

#### **METHOD OF MEASUREMENT**

Bid Item 90002 shall be measured as LUMP SUM for the completion of work described above.

#### **BASIS OF PAYMENT**

Bid Item 90002 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted as follows:

- Five (5) percent of this bid item may be paid after Owner approval of the building design and Owner review of completed drawings, details and specifications.
- Five (5) percent of this bid item may be paid upon the final approval of plans and calculations by the City of Madison Building Inspection.
- Ten (10) percent of this bid item may be paid after delivery of treated timber post materials and related installation hardware has been received on site.

- Forty (40) percent of this bid item may be paid after delivery of treated timber planking and interior plywood and related installation hardware has been received on site.
- Forty (40) percent of this bid item may be paid after delivery of roof trusses and roof sheathing and related installation hardware materials has been received on site.

## **BID ITEM 90003 – CONSTRUCT BULK STORAGE BUILDING**

### **DESCRIPTION**

BID ITEM 90003 shall be for the complete construction of the Bulk Storage Building to be used for salt storage and mixed sand/salt. The Contractor shall be aware of all of the following for this bid item is part of the BASE BID:

- This bid item does not include any labor, materials, and equipment previously described above in the following bid items 20102, 20303, 40102, 40203, 40203, 40205, 40218, and 50226.
- This bid item shall include but not be limited to all of the following:
  - Provide and install concrete footings and foundation walls, including all rebar, as designed by the Bulk Storage Building Sub-Contractor.
  - Install the building materials package provided by the Bulk Storage Building Sub-Contractor according to the Bulk Storage Sub-Contractors plans and specifications.
  - Provide and install finished roofing materials described in Specification 41 52 00 Bulk Material Storage, including but not limited to; ice and water shield, metal roofing, ridge vent, soffit panels, roofing trim, gutters, down spouts, and snow guards.
  - Provide and install finished siding materials described in Specification 41 52 00 Bulk Material Storage, including but not limited to metal siding, siding trim, door/window trim, and translucent windows.
  - Provide and install service doors, frames and hardware described in Specification 41 52 00 Bulk Material Storage.
  - Provide and install overhead doors, frames, hardware, motors, and motor housing canopies described in Specification 41 52 00 Bulk Material Storage.
  - Provide and install all electrical panels, lights, switches outlets, conduits, wiring, and other related items within the bulk storage building. Connect service to Panel N in the Cold Storage Building.
  - Provide and install concrete flatwork on the east side of the new building.
  - Provide and install 6-inch steel pipe bollards as shown in the plans and details.

### **METHOD OF MEASUREMENT**

Bid Item 90003 shall be measured as LUMP SUM for a complete installation of the work described above as the BASE BID.

### **BASIS OF PAYMENT**

Bid Item 90003 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

## **BID ITEM 90004 – ALTERNATE BID ITEM #1, BULK DIRT STORAGE BUILDING**

### **DESCRIPTION**

BID ITEM 90004 shall be for the complete design and construction of the Dirt Storage Addition to the Bulk Storage Building. All of the following shall apply to this bid item:

- The following bid items from the BASE BID are not affected by this Alternate Bid Item: 10701, 10912, 21013, 21017, 21041, and 50226.

- This bid item shall include ALL of the following into a single bid item for the completion of the Dirt Storage addition:
  - Provide plans and building materials, by the Bulk Storage Building Sub-Contractor, for the 60-foot by 40-foot (inside foundation dimensions) building addition depicted in the conceptual plans labeled as Alternate Bid Item #1.
  - Provide and remove an additional 350 CY of Excavation Cut for the addition. Reference bid item 20101 for more information.
  - Provide and install an additional 400 TON of Crushed Aggregate Base Course Gradation #2 for the addition. Reference bid item 40102 for more information.
  - Remove additional existing footing and foundations in conflict with new footings and foundation for the addition. Reference bid item 90000 for more information.
  - Provide and install additional concrete footings and foundation walls, including all rebar, as designed by the Bulk Storage Building Sub-Contractor for the addition.
  - Install the building materials package provided by the Bulk Storage Building Sub-Contractor for the addition. All building materials specifications shall apply including wood preservative.
  - Provide and install finished roofing materials described in the plans and specifications including but not limited to; ice and water shield, metal roofing, ridge vent, soffit panels, roofing trim, gutters, down spouts and snow guards for the addition.
  - Provide and install finished siding materials including but not limited to metal siding, siding trim, door/window trim, and translucent windows for the addition.
  - Provide and install service door, frame and hardware for the addition.
  - Provide and install overhead door, frame, hardware, motor, and motor housing canopy for the addition.
  - Provide and install all lights, switches outlets, conduits, wiring, and other related items within the addition.
  - Provide and install concrete flatwork on the east side and south side the addition.
  - Provide and install 6-inch steel pipe bollards as shown in the plans and details for the addition.

**METHOD OF MEASUREMENT**

Bid Item 90004 shall be measured as LUMP SUM for a complete installation of the work described above as Alternate Bid Item #1.

**BASIS OF PAYMENT**

Bid Item 90004 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

**POINT OF CONTACT**

The Project Manager for City Engineering, Facility Management for this contract is:

Randy Wiesner  
 PH: (608) 267-8679  
 Email: [RWiesner@cityofmadison.com](mailto:RWiesner@cityofmadison.com)  
 210 Martin Luther King Jr. Blvd  
 Room 115  
 Madison, WI 53703

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**WEST BADGER RD. SALT BARN  
CONTRACT NO. 8605**

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 - 2022 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

### WEST BADGER RD. SALT BARN CONTRACT NO. 8605

#### 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**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

### **WEST BADGER RD. SALT BARN CONTRACT NO. 8605**

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.

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

\_\_\_\_\_  
Date

## SECTION H: AGREEMENT

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

### WEST BADGER RD. SALT BARN CONTRACT NO. 8605

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.

**WEST BADGER RD. SALT BARN  
CONTRACT NO. 8605**

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
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	City Attorney
Finance Director	Date
Witness	Date
Witness	Date

	Mayor
Witness	Date
Witness	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

**WEST BADGER RD. SALT BARN  
CONTRACT NO. 8605**

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