

BID OF _____

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SOUTH POINT RD TRUCK SCALE AND FUEL POINT

CONTRACT NO. 8606

MUNIS NO. 12444

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>

**SOUTH POINT RD TRUCK SCALE AND FUEL POINT
CONTRACT NO. 8606**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: 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:	SOUTH POINT RD TRUCK SCALE AND FUEL POINT
CONTRACT NO.:	8606
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PRE BID CONFERENCE (11 A.M.)	December 9, 2021
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	December 9, 2021
BID SUBMISSION (2:00 P.M.)	December 16, 2021
BID OPEN (2:30 P.M.)	December 16, 2021
PUBLISHED IN WSJ	Nov. 18, 25 & Dec. 2 & 9, 2021

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.

PREQUALIFICATION APPLICATION: Forms are available on our website, 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.

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 the shoulders of the east/west access road. High Visibility vests should be worn on site.

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 8606 - Questions and Clarifications**” in the subject line.

The **deadline** for receiving questions and clarifications shall be **12:00 PM on Friday, December 10, 2021**. 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, December 14, 2021 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.

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

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

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 - 2021 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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

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. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
- 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
- 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

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.

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. 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.

**SOUTH POINT RD TRUCK SCALE AND FUEL POINT
CONTRACT NO. 8606**

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

**SOUTH POINT RD TRUCK SCALE AND FUEL POINT
CONTRACT NO. 8606**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

SOUTH POINT RD TRUCK SCALE AND FUEL POINT CONTRACT NO. 8606

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 \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

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 402 South Point Rd. on Thursday, December 9, 2021 from 11:00am to 12:00pm. Please be aware of the following:

- Use the east-west service road located off South Point Rd.
- Safety vest is required to be on site.
- Park on the east side of the Warm Storage Building or on either shoulder of the service road before the gate.
- Meet the City Project Manager for sign-in under shed roof on the east side of the Warm Storage Building.
- Contractors are highly encouraged to attend this meeting. Any questions/concerns presented will be recorded and published in an addendum to all bidding contractors.
- Contractors may walk the site at any time since most of the project area is outside the existing security fence.

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, January 20, 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 January 19, 2022.

ARTICLE 104 **SCOPE OF WORK**

This contract is for site preparation and installation of a truck weigh scale, fuel dispensing equipment, interior roadways, and a small CMU building (Gas Hut), as well as utility installations and/or relocations of existing utilities for electrical service, gas service, sanitary sewer, storm sewer water, fiber optic and storm water management basins. The scope of work as detailed in the plans, details, and specifications shall include but not be limited to all of the following:

- Excavation of the site for construction of internal vehicle roadways, fuel point, truck scale and utilities, stock piling existing topsoil on site and hauling/disposal of undesirable soils off site.
- Select fill as per specifications and details for all of the above.
- Site preparation, electrical rough-in, and concrete work for the installation of a truck weigh scale.
 - The scale shall be installed by others and is not part of this contract. The Contractor shall be responsible for all concrete forming/pouring/finishing of ramps and approaches as indicated in the plans and specifications. The Contractor shall also be responsible for the pouring/finishing of the concrete in the scale pan once the scale has been installed.
- Construction of a concrete masonry building with wood trusses including all plumbing, heating, electrical and solar PV components.
- Fuel Dispensing Equipment, including but not limited to buried tanks, pumps, valves, piping, conduits and wiring, dispensing units, and monitoring equipment, as outlined in the plans and specifications. The bidding contractor shall be responsible for sub-contracting all related work with a State of Wisconsin Certified Fuel Tank and Dispensing Equipment Installer (here after referred to as "Fuel Equipment Contractor").
- Concrete and asphalt paving according to the plans and specifications.
- Storm sewer, sanitary sewer, and water main installation as per the plans and specifications.
- Miscellaneous work including but not limited to fencing/gates, landscaping/seeding, pole mounted area lights, and other work as noted in the plans and specifications.
- Coordination and scheduling of work by others
 - Installation of new electrical service by local utility company (Alliant)
 - Relocation of existing gas main by local utility company (MG&E)
 - Installation of City Fiber Optic line by City of Madison Engineering and Traffic Engineering
 - Installation of scale and scale equipment by the scale vendor (Cream City Scales)
 - Scheduling of field visits for compaction testing, concrete sampling, and asphalt sampling by a vendor supplied by the City of Madison
 - Installation of data cabling and equipment, and security cabling and equipment shall be by a vendor supplied by the City of Madison. Conduit for this work by Electrical Contractor, see plans and specifications.
 - Installation of Bio-retention plantings by owner

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 operated by the City of Madison Streets Division and located at 402 South Point Road, Madison, WI.

All Contractors shall be aware that this site is actively used by the public as a yard waste drop off site. 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, 2021 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Exhibit A: Contract Plan Set
- Exhibit B: Miscellaneous Contract 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 75 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 70 00 Door Hardware
 - 23 10 00 Fuel Dispensing
 - 26 27 29 Electric Vehicle Charging Station
 - 26 31 00 Photovoltaic System Performance Requirements FWGS
 - 32 31 13 Chain Link Fences and Gates
- Exhibit C: WDNR Wetland Disturbance Permit and NHI Protocol
- Exhibit D: Site Survey
- Exhibit E: 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.

The Contractor shall review Specification 01 32 33 Photographic Documentation and provide Time Lapse Photography on site as outlined in the specification. The Contractor shall coordinate the camera location with the City Project Manager and the Streets Division.

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.

Review Specification 01 31 13 Project Coordination for additional responsibilities.

SECTION 105.9 SURVEY, POINTS, AND INSTRUCTIONS

The Contractor shall be required to contract with a Registered Land Surveyor (RLS), licensed by the State of Wisconsin, for all survey work required within the plans and specifications for this contract. The Contractor shall provide a copy of the RLS surveyors license to the City Project Manager at the pre-construction meeting. The RLS license shall be current and shall not expire prior to the completion of the contract.

The City of Madison shall provide the RLS with a digital point file for use in executing the construction layout. No further survey assistance will be provided by the City of Madison.

The RLS scope of work shall include but not be limited to the following:

- Project layout including stations, offsets, reference lines, horizontal control points, and vertical control points.

- Verifying depth of cuts and fill for all site excavation, trenches, foundations, and roadways.
- Verifying finished floor and concrete pad elevations.
- Capturing required data for a final digital as built of the contract including but not limited to:
 - Locations of all buried utilities (including fuel dispensing equipment).
 - Depths of all structures and pipe inverts.
 - Locations of all buried items such as bends and caps. Items shall be digitally captured prior to backfilling
 - Locations of all hydrants, valves, and access covers (including Fiber Optic work done by the City of Madison).
 - Corners and edges of all pavements, building and truck scale, including spot elevations.
 - Location of perimeter fencing.

The Contractor and RLS shall review Specifications 01 31 23 Survey and Layout Data and 01 78 39 As-Built Drawings located in Exhibit B of the contract documents for more information prior to bidding this contract.

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.

Access to Properties

The Contractor shall maintain access to all properties along Yard Drive at all times. This includes businesses, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to businesses on Yard Drive 48 hours before any work is done that would obstruct their driveways.

The site location shall remain fully operational to City of Madison staff, work crews, and local residents utilizing the site for yard waste drop off. The Contractor shall limit his daily operations to within the construction zones specified. If additional short term space is needed the contractor shall make coordination through the City Project Manager a minimum of 5 working days in advance of needing the extra space.

The Contractor shall coordinate with the City Project Manager and the Streets Division when the existing service road will be closed for modifications. This coordination shall be a minimum of ten (10) working days prior to closing the service road so Streets Division can relocate the yard waste pick up site.

- The service road shall be accessible during any periods of salt delivery
- The service road shall be accessible and able to be plowed during the winter
- The service road shall be accessible in fall and spring for City staff to shuttle seasonal equipment to/from the site as needed.

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.

Work By Others

The Contractor shall coordinate and schedule work by others as noted in Article 104-Scope of Work above. The Contractor shall include Work By Others in their overall project schedule and coordinate this work well in advance of needing the work to be performed.

Scale Pan Concrete

The Contractor shall coordinate with and provide concrete, crew, and equipment for pouring the concrete into the scale pan after the Vendor has installed the scale equipment. Very strict State of

Wisconsin Weights and Measures requirements apply to this pour and shall be done within the tolerances required by the scale vendor. See the plans and specifications for more details.

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:

- Truck Scale Work:
 - After pouring the scale foundation pad, ramps and approaches the newly formed concrete is required to set for 28 days. (7 and 28 day concrete test reports shall be verified at the end of these periods)
 - During this time the Contractor may work on other site requirements at his/her discretion
 - After the 28 day test has been verified the Scale Installer shall install all components of the scale and the Electrical Subcontractor shall work with the scale contractor to make all final connections to the scale equipment.
 - Upon completion of installing the scale components by the Scale Installer the Contractor shall order and pour the scale pan concrete to the standards and finish described in the plans.
- Site Security; Portions of the existing fence line and vehicle gate are to be removed and relocated during this contract. The Contractor at his/her discretion may move the fencing and install all gates per plans and specifications at anytime during the contract but all daily work shall be completed so as to keep the existing site secure at the end of each work day. Temporary openings are permissible and are to be included in the Contractors general conditions for temporary facilities. Any damage to the new fence line during the contract shall be replaced by the Contractor at no additional cost to the contract.
- Fuel Dispensing Work; All required inspections/testing shall be completed prior to burying any fuel dispensing equipment.
- All buried utilities and services shall be surveyed prior to burying the work.

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 107.13 TREE PROTECTION SPECIFICATIONS

The Contractor shall review this section of the City Standard Specifications for Public Works and the amendments noted in Section 3.3 of Specification 01 76 00 Protecting Installed Construction. See the plans and specifications for locations of protected trees, trees to be relocated and trees to be removed.

SECTION 108.2 PERMITS AND LICENSING

The City Project Manager as already submitted Building Plans and Mechanical Plans for the Gas Hut plan review. The GC and/or sub contractors shall be responsible for pulling permits and paying for permit fees for Building, Plumbing, Heating, and Electrical trades.

The Fuel Dispensing System is a design/build system. The Fuel Equipment Contractor shall be responsible for all applications, permits, fees and inspections associated with this work..

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
- Wisconsin Department of Natural Resources (WDNR) NR216 Permit
- Wisconsin Department of Natural Resources (WDNR) Wetland Disturbance Permit GP-SC-2021-13-02477 (see Exhibit C). The Contractor shall read and review the referenced exhibit. He/she is responsible for with all requirements within the 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 February 15, 2022.

After receiving the SWL the Contractor shall begin turn-in of submittals and schedules in anticipation of beginning site work in early spring. This shall include the required design of the fuel dispensing equipment. No additional time will be added to the contract for late, improper, or rejected submittals.

The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday December 2, 2022**. 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.
- Compaction below the concrete ramps, approaches and scale foundation shall achieve a minimum of 1,500 PSF bearing capacity.
- Compaction below Gas Hut footings shall achieve a minimum of 2,000 PSF bearing capacity
- The Contractor shall verify and achieve the minimum soil bearing capacities of all buried fuel equipment with the Fuel Equipment Contractor.

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 301.10 CONCRETE WASTE MANAGEMENT

Due to the close proximity of established wetlands and retention ponds the Contractor shall only use pre-fabricated washout containers for this contract. Use of lined excavated areas will not be permitted on this site.

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
- 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

It is anticipated that all new asphalt pavement layers 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.

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 is incidental to installing the new asphalt.

SECTION 403.5 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 403.5 Asphalt Upper Layer

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The stormwater management designer is Phil Gaebler (pgaebler@cityofmadison.com or (608) 266-4059). The sanitary sewer and storm sewer designer for this project is Daniel Olivares (daolivares@cityofmadison.com or (608) 261-9285).

SANITARY SEWER GENERAL

8" ASTM D3034 SDR-35 & SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and 4" Sanitary Lateral (Bid Item 503531).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction, 2021 Edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under Sanitary Sewer Tap (Bid Item 50791). All sewer main not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

STORM SEWER GENERAL

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

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

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

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

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

The Contractor shall install the construction fencing prior to completing any work adjacent to the wetland, apart from tree removals.

PART VII Water Mains and Service Laterals

All Articles, Sections, and Standard Detail Drawings associated with Part VII of the City of Madison Standard Specifications for Public Works Contracts shall apply for this contract.

The Contractor shall only use materials specified and allowed. Provide complete shop drawings of all pipes, fittings, hydrants and other related materials for approval prior to ordering materials.

The Contractor shall not bury any water pipe or service until City Staff have reviewed the installation for proper installation testing.

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, 2021 Edition. The following Standard Bid Items described in these special provisions have been modified for this contract.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

Work under this item shall include all excavation under the topsoil and fill required for the site development on the grading plan and stormwater plans.

The plan quantity for excavation includes all necessary removal of material under the topsoil and existing asphalt and base course for the site development. Reusing material as fill from on-site shall be considered incidental to Excavation Cut. Materials cannot be mined onsite adjacent to the project. These items shall be in accordance with Article 201 and 202 of the Standard Specifications.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material with the exception of topsoil. The Contractor shall be responsible for all hauling of excess and/or unsuitable material with the exception of topsoil generated on site, which shall be considered incidental to Excavation Cut. Contractor shall comply with all laws and permit conditions for off-site disposal.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. A detailed summary of the earthwork quantities (unadjusted) is as follows:

Excavation Cut

- Estimated cut material after topsoil is removed, 5,700 CY
 - Removal calculated within proposed pavement area.
 - This material shall be used for portions of the site development that need to be filled after the topsoil is removed. Soil borings indicate clay soils under the topsoil.
 - Estimated fill material used from on-site, 1,000 CY
 - The removal of existing asphalt and base course (Yard Drive cul-de-sac and existing southern driveway) is included with calculation.
- Estimated cut material, 1,000 CY
 - Removal calculated within southeast bio-filter.
- Estimated cut material, 600 CY
 - Removal calculated within northwest bio-filter.
- Estimated cut material, 300 CY
 - Removal calculated within swale between proposed driveway and northwest bio-filter.

Total Unclassified Excavation (paid under item 20101).....7,600 CY

METHOD OF MEASUREMENT

Excavation Cut shall be measured as Cubic Yard calculated based on the plans and details.

BASIS OF PAYMENT

Excavation Cut shall be paid as a pay plan quantity.

BID ITEM 20219 – BREAKER RUN

DESCRIPTION

Work under this item shall include all work and incidentals required to place, grade, and compact Breaker Run base under the Select Fill, Crushed Stone layer at a thickness of 12-inches. Breaker Run base for this contract shall be crushed aggregate, Gradation No. 5.

Compaction shall meet the requirements specified in the Standard Specifications. The Contractor shall be responsible for ensuring compaction testing and final reports prior to installing Select Fill, Crushed Stone.

METHOD OF MEASUREMENT

Breaker Run shall be measured as Ton for a complete installation of this bid item. The Contractor shall provide the City Project Manager with a copy of each weigh ticket. The weigh ticket shall clearly identify the source, fill type and quantity.

BASIS OF PAYMENT

Breaker Run shall be paid at the contract unit price for all labor, equipment, tools, hauling, and incidentals necessary to complete the Breaker Run sub-base work.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project site. Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications, article 202.2 (f), except as described in this special provision.

The Contractor may reuse stripped topsoil from on site for restoration of disturbed areas as indicated on the plans or as directed by the Construction Engineer. All salvaged topsoil material from on-site must meet the requirements of the Standard Specifications, article 202.2 (f), and it shall be free of noxious/ invasive weeds, stones, debris, and vegetable material, and free of excess peat, sand, or clay. Salvaged topsoil used within the project limits shall be shredded. The topsoil stripped shall be stored on-site. All salvaged topsoil shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with two (2) layers of silt fence.

In locations where topsoil is to be placed, the Contractor shall install a minimum of 6" of topsoil.

Un-used topsoil shall remain stockpiled on-site.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard of material placed within project limits.

BASIS OF PAYMENT

Topsoil, measured as provided above, will be paid at by the contract Square Yard, which price shall be payment in full compensation for storing, hauling, placing, and compacting the specified material, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

BID ITEM 20404 – CLEARING

BID ITEM 20409 – GRUBBING

DESCRIPTION

These bid items are to be used for Clearing and Grubbing trees and brush that are part of a tree or brush line as shown on the plans. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees/brush under 3 inches.

METHOD OF MEASUREMENT

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

This contract includes 2 additional undistributed ULOs to be performed at the direction of the Engineer.

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 90001 – 9” CONCRETE DRIVE

Concrete through the driveway at the location indicated on the plans shall be constructed to a thickness of 9 inches. All work shall be performed in accordance with Part III of the standard specifications.

BID ITEM 90002 – REINFORCED TYPE ‘A’ CONCRETE CURB & GUTTER**DESCRIPTION**

Work under this item shall include all work, materials, labor, equipment, and incidentals necessary to install typical Type ‘A’ Concrete Curb and Gutter per the Standard Specifications with steel reinforcement as shown on the plans and details.

MATERIALS

3 – ½-inch diameter epoxy coated bars and 9-inch long tie bars shall be used at the location indicated on the plans.

METHOD OF MEASUREMENT

Reinforced Type ‘A’ Concrete Curb & Gutter shall be measured by the linear foot along the face of curb.

BASIS OF PAYMENT

Reinforced Type 'A' Concrete Curb & Gutter shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90003 – REMOVING DEBRIS**DESCRIPTION**

Work under this item shall include but not limited to all work, material, equipment, and incidentals necessary to remove piles of metal, concrete, brick, asphalt, boulders, construction lumber, plastic, concrete barrier, and concrete parking stops. All items shall be removed within the project site or as directed by the Construction Engineer.

METHOD OF MEASUREMENT

The bid item Removing Debris is to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

Removing Debris, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

BID ITEM 90004 – REMOVE PERMANENT TYPE III BARRICADE**DESCRIPTION**

This bid item includes all work, materials, equipment, labor, transporting and disposing necessary to Remove Permanent Type III Barricade as shown on Plan Sheet P-1.

METHOD OF MEASUREMENT

Remove Permanent Type III Barricade shall be measured on a per unit basis acceptably removed.

BASIS OF PAYMENT

Remove Permanent Type III Barricade shall be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90005 –SEEDING – AGGRESSIVE MIX**DESCRIPTION**

Work under this bid item shall include all labor, equipment, and incidentals necessary to provide, store, and install Seeding – Aggressive Mix as shown on G-1. All work, including the addition of soil stabilizers, fertilizers, and the addition of the specified cover crop, shall be completed in accordance with Article 207 of the Standard Specifications. Following seeding, the site shall be stabilized with erosion matting as shown on the plans, which shall be paid separately under the appropriate bid item.

- Indian grass (*Sorghastrum nutans*) 10 lbs PLS (pure live seed) per acre = 16 lbs = ~\$275
- Big bluestem (*Andropogon gerardii*) 10 lbs PLS/acre = 16 lbs = ~\$250
- Black eyed Susan (*Rudbeckia hirta*) 2 lbs/acre = 3.2 lbs = ~\$100

This seed mix shall be accompanied with a cover crop consisting of 50 pounds per acre of Oats. This cover crop shall be used regardless of what time of year the site is seeded.

METHOD OF MEASUREMENT

Seeding – Aggressive Mix within the limits shown on the plan set shall be paid per Square Yard.

BASIS OF PAYMENT

Seeding – Aggressive Mix shall be measured as described above and shall be paid at the contract unit price, which shall constitute full compensation for provision and placement of seed, including the cover crop, as defined in this section and Article 207 of the Standard Specifications.

BID ITEM 90006 – CONCRETE FLUME

DESCRIPTION

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to construct a concrete flume that connect the proposed curb and gutter to the bioinfiltration basin.

The flumes shall be constructed as shown in the City of Madison Engineering Division Standard Detail Drawing 5.4.10: Curb to Ditch Transition Asphalt Flume, with the exception that 4-inch concrete shall be used instead of asphalt.

METHOD OF MEASUREMENT

Concrete Flume shall be measured by Each unit installed.

BASIS OF PAYMENT

Concrete Flume shall be paid at the contract unit price, which shall be considered full compensation for construction of an individual concrete flume.

BID ITEM 90007 – GEOSYNTHETIC REINFORCEMENT FABRIC

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install Mirafi RS580i, TerraTex HPG HM58b, or an approved equal.

CONSTRUCTION METHODS

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

METHOD OF MEASUREMENT

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity.

BASIS OF PAYMENT

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

BID ITEM 90008 – EXCAVATION TOPSOIL CUT

DESCRIPTION

Work under this item shall include all topsoil required for the site development on the grading plan and stormwater plans.

The plan quantity for excavation topsoil includes all necessary topsoil stripping for the site development. Reusing topsoil material from on-site shall be paid separately.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. A detailed summary of the earthwork quantities (unadjusted) is as follows:

Excavation Topsoil Cut

- Estimated topsoil stripping, 5,500 CY.
 - Removal calculated within proposed pavement area.
 - Soil borings indicate topsoil depth 8-inches – 20-inches.
 - Calculation based on an average topsoil removal depth of 12-inches.
 - All topsoil needs to be removed regardless of depth.

- The topsoil stripped from the site shall be stored at the location shown on the grading plan.
- The Contractor shall add the topsoil stripped with this project onto or near the existing topsoil pile onsite.
- The Contractor shall leave the excess topsoil onsite for future use by City of Madison.
 - The excess topsoil pile (including pre-construction pile) shall be protected with silt fence, the silt fence shall be paid separately.

Total Unclassified Excavation Topsoil (paid under item 90008).....5,500 CY

METHOD OF MEASUREMENT

Excavation Topsoil Cut shall be measured as Cubic Yard calculated based on the plans and details.

BASIS OF PAYMENT

Excavation Topsoil Cut shall be paid as a pay plan quantity.

BID ITEM 90030 – BIORETENTION SOUTH OUTLET

DESCRIPTION

This bid item shall include all work required to construct the Southern bioretention basin outlet structure. The structure consists of 24" RCP pipe set vertically. The gate is set inside the bell end. Two 6" orifice are at 1068.2' and a 15" RCP and an 8" perforated drain tile connects at 1064.0'. See sheet U-5 for a detail of the structure.

METHOD OF MEASUREMENT

Bioretention South Outlet shall be measures as a completed and satisfactorily installed.

BASIS OF PAYMENT

Bioretention South Outlet shall be paid as a lump sum for all materials, work, and incidental costs related to construction.

BID ITEM 90031 – BIORETENTION NORTH OUTLET

DESCRIPTION

This bid item shall include all work required to construct the northern bioretention basin outlet structure. The structure consists of a 3' diameter access structure with a weir plate with a 2' wide sharp crested rectangular weir at 1064.75. A 12" RCP enters the structure from the bioretention and an 8" underdrain connects downstream of the weir plate. A 15" RCP drains the structure downs stream of the weir plate. See Sheet U-2 for a detail of the structure.

METHOD OF MEASUREMENT

Bioretention North Outlet shall be measures as a completed and satisfactorily installed.

BASIS OF PAYMENT

Bioretention North Outlet shall be paid as a lump sum for all materials, work, and incidental costs related to construction.

BID ITEM 90032 - CONSTRUCTION FENCE (PLASTIC)

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

Construction Fence (Plastic) shall be measured by lump sum quantity as properly installed and approved.

BASIS OF PAYMENT

Construction Fence (Plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM – 90033 8” DRILLED PVC UNDERDRAIN

DESCRIPTION

This work shall consist of providing and installing an 8” diameter SCH 35 PVC pipe with a 4 3/8” drilled holes every 6 linear inches. The pipe is to be wrapped in filter fabric and placed at the elevation detailed in the bioretention cross section. The underdrain is attached to the bioretention outlet but is paid as a separate item.

CONSTRUCTION METHOD

This item places a 8” schedule 35 PVC pipe at the interface of the native soil and engineered fill within the bioretention devices.

METHOD OF MEASUREMENT

The 8” drilled underdrain pipe shall be measured per plan quantity.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid at the contract unit price, which shall include all work, materials, and incidentals necessary to complete the item of work as set forth in the description.

BID ITEM – 90034 ENGINEERED SOIL

DESCRIPTION

This work shall consist of providing engineered fill as described in 211.2(a) of the City of Madison standard specifications and placing it in the bioretention devices as shown in sheets U-2 and U-5.

CONSTRUCTION METHOD

This item places engineered fill within the bioretention devices.

METHOD OF MEASUREMENT

The engineered fill shall be measured per plan quantity..

BASIS OF PAYMENT

This item, measured as provided above, shall be paid at the contract unit price, which shall include all work, materials, and incidentals necessary to complete the item of work as set forth in the description.

BID ITEM – 90035 8” SCH 35 SWEEP AND CLEAN OUT

DESCRIPTION

This work shall consist of providing and installing an 8” diameter SCH 35 PVC sweep clean out and an 8” screw cap with square nut flush with the top of the engineered soil in the bioretention devices.

CONSTRUCTION METHOD

This item places an 8” schedule 35 PVC sweep clean out and an 8” screw cap with square nut at the ends of the 8” drilled PVC underdrains.

METHOD OF MEASUREMENT

The 8” sweep and clean outs shall be measured per plan quantity.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid at the contract unit price, which shall include all work, materials, and incidentals necessary to complete the item of work as set forth in the description.

BID ITEM – 90036 PLANTING MIX TOPSOIL

DESCRIPTION

Planting Mix Topsoil, shall be a mix of 2:1:1 pulverized and/or shredded general use topsoil (as described above), sand and compost respectively. Planting Mix Topsoil shall be thoroughly mixed off-site before spreading. Planting Mix Topsoil shall be used on the sideslopes of the bioretention areas and shall be a layer 6” thick.

CONSTRUCTION METHOD

This item places planting soil mix on the side slopes of the bio retention devices at a depth of 6” in order to achieve the final grade of the bioretention devices.

METHOD OF MEASUREMENT

The Planting mix topsoil shall be measured per plan quantity in units of SY.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid at the contract unit price, which shall include all work, materials, and incidentals necessary to complete the item of work as set forth in the description.

BID ITEM 90099 – CONSTRUCTION SURVEYING

DESCRIPTION

BID ITEM 90099 shall be for all work associated with providing Construction Surveying to complete the work in this contract. See Section 105.9 Survey, Points, and Instructions in these Special Provisions, Specification 01 31 23 Survey and Layout Data, and Specification 01 78 39 As-Built drawings in Exhibit B of the contract documents for more information.

METHOD OF MEASUREMENT

BID ITEM 90099 shall be measured as LUMP SUM (LS) for completing all survey requirements as described above.

BASIS OF PAYMENT

BID ITEM 90099 shall be paid at the contract unit price for all labor, and equipment necessary to perform this work. Partial payments may be made against the surveyors work as follows:

- 30% of bid price after initial project setup and staking
- 30% of bid price at project 50% completion (+/- interior road networks are in and cut to rough grade, building and scale foundations are set)
- 20% of bid price at project 75% completion (+/- interior road networks are filled and ready for paving)
- 20% of bid price after paper and digital As-Builts have been turned into and accepted by the City of Madison.

BID ITEM 90100 – TRUCK SCALE CONCRETE WORK (RAMPS AND SCALE FOUNDATION SLAB)

DESCRIPTION

Bid Item 90100 shall include all forming, reinforcing bar (rebar) installation, miscellaneous steel installation, under slab drain piping, concrete pouring, and concrete finishing needed to install the ramps, approaches, and scale foundation slab indicated in the plans and details. All rebar shall be epoxy coated in sizes and lengths noted in the rebar schedule of the plan set. Lengths noted are design lengths, Contractor is responsible for providing sufficient material for required lapping of all bars.

The Contractor shall provide the City Project Manager with concrete mix specifications and rebar submittals for approval before beginning excavation.

The Contractor shall notify the City Project Manager to review the installed forms, rebar, and under slab drain piping before each concrete pour. At the Contractor's discretion the ramps, approaches, and scale foundation may be poured as a single monolithic pour.

The Contractor shall be responsible for ordering, pouring and finishing the concrete associated with this bid item. The concrete shall be 3000psi at 28 days strength and shall have a broom sweep finish. The Contractor shall notify the City Project Manager and the Scale Contractor within 24 hours of completing the concrete ramps, approaches and foundation. Provide 7 and 28 day test reports on all concrete pours to the City Project Manager and the Scale Installer.

Under slab drain piping shall be 6" diameter PVC Schedule 40 pipe as shown in the details and notes. Drain pipes shall be continuous lengths of pipe cemented with couplings as needed, provide and install slotted drain covers for each end. All materials and labor required to install the required drain piping shall be incidental to this bid item.

METHOD OF MEASUREMENT

Bid Item 90100 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT

Bid Item 90100 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Twenty-five (25) percent of this bid item may be paid after delivery of reinforcing and miscellaneous steel. Seventy-five (75) percent of this bid item shall be paid upon completion of the work described above.

BID ITEM 90101 – TRUCK SCALE CONCRETE WORK (SHOULDERS AND POLE SUPPORT PADS)

DESCRIPTION

Bid Item 90101 shall include the concrete pouring and finishing required for the concrete shoulders and pole support pads, for the antenna and remote display poles, as identified on the site plan.

Shoulders and pole support pads shall be installed after the MGS rail posts have been located and installed.

The Contractor shall provide and install 5/8" epoxy coated rebar for the pole support pads as noted in the plans and details.

The Contractor shall furnish and install 1/2" expansion joint material and joint sealant wherever the concrete shoulders abut existing buildings, concrete ramps, scale foundation slab, and pole support pads. Refer to the City Standard Specifications for Public Works Section 303.2(d) Joints for material specifications and installation requirements of the expansion joint material and joint sealant.

The Contractor shall be responsible for ordering, pouring and finishing the concrete associated with this bid item. The concrete shall be 3000psi at 28 days strength and shall have a broom sweep finish.

This bid item DOES NOT include work associated with the installation of the truck scale area lights.

METHOD OF MEASUREMENT

Bid Item 90101 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT

Bid Item 90101 shall be paid at the contract unit price for all labor, materials, equipment, incidentals associated with completing the work described above. Materials and labor to install the expansion joint and sealant materials shall be incidental to this bid item.

BID ITEM 90102 – TRUCK SCALE CONCRETE WORK (SCALE PAN)

DESCRIPTION

Bid Item 90102 shall include the concrete pouring and finishing required inside of the scale pan being installed by others.

The Scale Installer cannot install the scale load cell plates, load cells, and steel scale pan until all previous concrete has been allowed to cure for 28 days. The Scale Installer shall provide the City Project Manager and the Contractor notice that the pan installation is complete. The Contractor shall then remobilize within 5 working days to pour and finish the scale pan concrete.

The Contractor shall be responsible for ordering, pouring and finishing the scale pan concrete. The concrete shall be 3000psi at 28 days strength, have a 1" longitudinal crown down the centerline of the pan width and shall have a broom sweep finish. The Contractor shall verify all concrete requirements with the Scale Installer prior to ordering the concrete.

METHOD OF MEASUREMENT

Bid Item 90102 shall be measured as SQUARE FOOT (SF) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT

Bid Item 90102 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

BID ITEM 90103 – ELECTRICAL AND DATA WORK FOR TRUCK SCALE

DESCRIPTION

Bid Item 90103 shall include all of the following electrical work for a complete installation of the truck scale. Refer to the project site plans, truck scale electrical schematic, and gas hut electrical plan on for installation requirements:

- Install Scale Control Panel:
 - Coordinate the location and installation of concrete bollards (installed by General Contractor as Bid Item 90122)
 - Install unistrut and minimum 3/4" exterior grade plywood backer board between bollards
 - Mount PC Cabinet (provided by Scale Vendor) to plywood backer board
- Provide and install properly sized conduits and wiring as required from electrical panel 'A' to the PC Cabinet for all dedicated circuits and data cabling.
 - The Electrical Contractor shall coordinate all conduit runs to the truck scale and future salt barn with the General Contractor and Excavation Contractor. Due to the required depth of cut for general site excavation the EC shall lay conduit in open air

prior to the site being backfilled. No additional trenching for conduit shall be allowed for this bid item.

- Back fill around all conduit shall be as per the City Standard Specifications.
- All bends shall be large radius sweeps to minimize the use of pull boxes. The use of pull boxes below grade is not allowed.
- Provide, install, and correctly label dedicated circuits at electrical panel 'A' and PC Cabinet (provided by Scale Vendor).
- Provide and install data cable from the Data Cabinet located in the gas hut to the PC Cabinet at truck scale. Data cable to be by others.
- Provide and install weather proof (WP) outlets and covers as noted in the schematic for courtesy outlets and scale equipment scale equipment.
- Install and connect all cables and wires provided by the scale installer. Connections to scale equipment shall be by the scale installer.
- Installation of all conduit shall include all boxes, wire, hangers, and other miscellaneous materials required to complete the installation of each conduit run.

This bid item DOES NOT include work associated with the installation of the truck scale area lights. See Bid Item 90130 below for requirements of installing all (truck scale and fuel island) area lights.

METHOD OF MEASUREMENT

Bid Item 90103 shall be measured as LUMP SUM (LS) for a complete code compliant installation described above and as shown in the plans.

BASIS OF PAYMENT

Bid Item 90103 shall be paid at the contract unit price for all labor, materials, and equipment required to complete the installation described above for each site. Partial payments may be approved by the City Project Manager based on the percentage of electrical work completed.

BID ITEM 90104 – TRUCK SCALE MIDWEST GUARDRAIL SYSTEM (MGS)

DESCRIPTION

Bid Item 90104 shall include all steel posts, wood blockouts, W-beam rails, and miscellaneous bolts and fasteners to install a complete Midwest Guardrail System (MGS) as shown in the plans and details.

The Contractor shall use details, materials, and installation methods as depicted in Wisconsin DOT Standard Details Drawings SDD 14b42-a and 14b42-b. Post locations and top of beam heights shall be as indicated in the plans, any modifications shall be approved by the City Project Manager before installing the system. Inside clearance between beams shall be 15'-0" centered on the width of the ramps and approaches

METHOD OF MEASUREMENT

Bid Item 90104 shall be measured as LUMP SUM for a complete installation of the Midwest Guardrail System.

BASIS OF PAYMENT

Bid Item 90104 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Twenty-five (25) percent of this bid item may be paid after delivery of MGS system materials. Seventy-five (75) percent of this bid item shall be paid upon completion of the work described above.

BID ITEM 90110 – CONCRETE WORK (FUEL POINT)

DESCRIPTION

Bid Item 90110 shall include all concrete pouring and finishing required for a complete installation of the concrete fueling pads and dispensing island curb work as show in the plans and details.

This bid item SHALL NOT include any concrete work that may be required by the fuel equipment Contractor for tank pads or dead man anchors required for the buried fuel tanks.

The Contractor shall be responsible for ordering, pouring and finishing the the fuel pads to a medium broom sweep finish, dispensing island curbs shall be trowel finished. The concrete shall meet the depth specifications as shown in the plans and details and the City of Madison Standard Specifications for Heavy Duty Concrete.

METHOD OF MEASUREMENT

Bid Item 90110 shall be measured as SQUARE FOOT (SF) for a complete installation of all concrete fueling pads and dispensing equipment islands.

BASIS OF PAYMENT

Bid Item 90110 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above.

BID ITEM 90115 – FUEL DISPENSING EQUIPMENT DESIGN AND INSTALLATION

DESCRIPTION

Bid Item 900115 shall include all fees associated with the design, permitting, and inspections, required for a complete installation of the Fuel Point as shown in the plans and details. Work shall include but not be limited to tank excavation; concrete for tank pads and dead man tie downs; buried fiberglass tanks; tank back fill; pumps and piping; conduit, wiring and connections; product dispensing equipment; access structures with lids; dispenser monitoring equipment and other ancillary equipment required to complete a code approved fuel dispensing installation. Refer to Specification 23 10 00 Fuel dispensing in Appendix B for more information.

This bid item DOES NOT include the concrete work for the fuel pads, curb work for the raised fuel dispensing islands, the installation of area lights or the dedicated electrical panel 'B'.

The Fuel Equipment Contractor shall be responsible for coordinating all work, material ordering, and deliveries associated with this bid item with the General Contractor.

METHOD OF MEASUREMENT

Bid Item 90115 shall be measured as LUMP SUM (LS) for a complete installation of the scale foundation, ramps, approaches, and shoulders as described above.

BASIS OF PAYMENT

Bid Item 90115 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, and remobilization associated with completing the work described above.

BID ITEM 90120 – GAS HUT CONSTRUCTION

DESCRIPTION

Bid Item 90120 shall include the complete installation of the gas hut as per the plans and details including but not limited to:

- Excavations, footings, foundations, and buried utility pipes, all backfill and compaction.
 - Due to the required depth of cut for general site excavation the additional excavation for footings and foundations, sanitary lateral, and water service is anticipated to be minimal. Any additional excavation for required for these items shall be incidental to this bid item.
 - Back fill around all conduits and piping shall be as per the City Standard Specifications.
 - All bends shall be large radius sweeps to minimize the use of pull boxes. The use of pull boxes below grade is not allowed
- Building construction of all walls, doors window and roof systems

- All plumbing, heating, and electrical systems, including all connections to sanitary, water, and electrical power supply.
- Raised sidewalk, handicap ramp, metal tube railings, and flexible corner bollards (type B-3).

The Contractor shall review all plans and specifications for specific building components, framing details, structural requirements, finish requirements and other related information.

All Contractors shall coordinate their work with other contractors prior to rough-in and installations. The City of Madison will not pay for redoing any work caused by installation conflicts.

This bid item DOES NOT include the installation of the Photovoltaic Solar System. See bid item 90134 for more information.

METHOD OF MEASUREMENT

Bid Item 90120 shall be measured as LUMP SUM (LS) for a complete installation of the Gas Hut as described above.

BASIS OF PAYMENT

Bid Item 90120 shall be paid at the contract unit price for all labor, materials, equipment, incidentals associated with completing the work described above. Partial payments will be permitted based on the amount of progress made on the construction of the Gas Hut and all related systems as described above.

BID ITEM 90130 – POLE MOUNTED AREA LIGHTS
DESCRIPTION

Bid Item 90130 shall include the excavation (as needed); forming and pouring of concrete bases (including rebar); conduit and wiring; light poles, including all hardware and cover plates; lights and other related materials for the complete installation of all area lights located at the truck scale, the fuel islands, and the electric vehicle charging station, as noted in the plans and details.

- The General Contractor shall be responsible for coordinating all rough-in of electrical conduits and grounding wires with the installation of rebar, for the concrete area light bases.
- The Electrical Contractor shall provide and install properly sized conduits and wiring as required from electrical panel 'A' to the scale, the fuel island, and between each area light at the scale and fuel islands.
- The Electrical Contractor shall coordinate all conduit runs to the area lights with the General Contractor, Excavation Contractor, and Fuel Equipment Contractor. Due to the required depth of cut for general site excavation the EC shall lay conduit in open air prior to the site being backfilled. No additional trenching for conduit shall be allowed for this bid item.
- Back fill around all conduit shall be as per the City Standard Specifications.
- All bends shall be large radius sweeps to minimize the use of pull boxes. The use of pull boxes below grade is not allowed.
- Area lights shall be inspected by the City Project Manager or designee for completeness of rebar, conduit, and grounding rod/wires prior to forming and pouring the concrete base.

METHOD OF MEASUREMENT

Bid Item 90130 shall be measured as EACH (EA) for a complete installation of one area light per the description above.

BASIS OF PAYMENT

Bid Item 90130 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described above for all pole mounted area lights.

BID ITEM 90131 – 6” STEEL PIPE BOLLARDS “B-1”

DESCRIPTION

Bid Item 90131 shall include the excavation; 6” diameter steel piping, pouring and finishing of concrete, pipes primed and painted as indicated in the plans and details.

METHOD OF MEASUREMENT

Bid Item 90131 shall be measured as EACH (EA) for a complete installation of one type B-1 bollard as described above.

BASIS OF PAYMENT

Bid Item 90131 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described above for all type B-1 Bollards.

BID ITEM 90132 – 3” STEEL PIPE BOLLARDS “B-2”

DESCRIPTION

Bid Item 90132 shall include the excavation; 3” diameter steel piping, pouring and finishing of concrete, pipes primed and painted as indicated in the plans and details.

METHOD OF MEASUREMENT

Bid Item 90132 shall be measured as EACH (EA) for a complete installation of one type B-2 bollard as described above.

BASIS OF PAYMENT

Bid Item 90132 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described above for all type B-2 Bollards.

BID ITEM 90133 – ELECTRIC VEHICLE CHARGING STATION

DESCRIPTION

Bid Item 90133 shall include the excavation, sub-base and base materials, compaction, reinforcing, forming, concrete and finishing, and all conduits, box and similar items necessary to complete the concrete bases for the electric vehicle charging stations. This bid item is for the rough-in and base work only. ECVS equipment is by others.

METHOD OF MEASUREMENT

Bid Item 90133 shall be measured as EACH (EA) for a complete installation of one type B-2 bollard as described above.

BASIS OF PAYMENT

Bid Item 90133 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described above for all type B-2 Bollards.

BID ITEM 90134 – PHOTOVOLTAIC (PV) SOLAR SYSTEM

DESCRIPTION

Bid Item 90134 shall be for all PV panels, mounting hardware, disconnects, and other related materials required for a complete PV Solar System as described in the plans and Specification 26 31 00 “Photovoltaic System Performance Requirements”.

The PV Contractor shall provide the City of Madison with an approved “Utility Interconnection Agreement” prior to ordering and installing an components of the PV system.

METHOD OF MEASUREMENT

Bid Item 90134 shall be measured as LUMP SUM (LS) for a complete installation of the PV System as described above.

BASIS OF PAYMENT

Bid Item 90134 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described. Twenty (20) percent of bid item may be paid after acceptance of all required submittals and documentation prior to ordering materials. Eighty (80) percent of bid item may be paid after all materials have been installed and passed all required inspections.

BID ITEM 90135 – CHAIN LINK FENCING AND GATES

DESCRIPTION

Bid Item 90135 shall include all of the following work related to installing new perimeter fencing and gates. The Contractor shall refer to Specification 32 31 13 in Exhibit B for more detailed information on this Work.

- Demolition, salvage (for reuse/relocation), and recycling, of existing perimeter fencing materials and vehicle gate.
- Removal and re-installation of existing vehicle gate and operating equipment. Installation shall include providing new gate support poles and all related poles and hardware necessary for completing a secure installation adjacent to the perimeter fence.
- Installation of new vehicle gate and operating equipment. Installation shall include providing all related poles and hardware necessary for completing a secure installation adjacent to the perimeter fence.
- Installation of the new perimeter fence line including fence post excavation and concrete bases. General site excavation is not part of this bid item.

METHOD OF MEASUREMENT

Bid Item 90135 shall be measured as LUMP SUM (LS) for a complete installation of all perimeter fencing and gates as described in the plans and specifications.

BASIS OF PAYMENT

Bid Item 90135 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described above. Partial payments of this item shall be permitted as follows:

- Ten (10) percent of bid item may be paid after acceptance of all required submittals and documentation prior to ordering materials.
- Twenty-Five (25) percent of bid item may be paid after all materials have been received on site and properly stored, ready for installation.
- Twenty-Five (25) percent of bid item may be paid after the fence perimeter has been completely staked, all gate and corner posts have been installed and approximately thirty (30) percent of the fence line posts have been installed.
- Twenty-Five (25) percent of bid item may be paid after all posts, fencing, caps, and barbed wire and other related materials have been installed.
- Fifteen (15) percent of bid item may be paid after fencing installation is complete including all gates operating according to specifications, Owners training has been conducted and the Owner has accepted the installation.

BID ITEM 90136 – TIME LAPSE PHOTOGRAPHY

DESCRIPTION

Bid Item 90136 shall include all of the following work related to providing, installing, and removing all supports, cameras, cables, and other required items including all equipment rentals, licenses, and service/support, necessary to provide time lapse photography for this project. Refer to Specification 01 32 33 Photographic Documentation for more information.

METHOD OF MEASUREMENT

Bid Item 90136 shall be measured as LUMP SUM (LS) for a complete installation and removal of the time lapse photography system.

BASIS OF PAYMENT

Bid Item 90136 shall be paid at the contract unit price for all labor, materials, equipment, incidentals, associated with completing the work described above. Partial payments of this item shall be permitted as follows:

- Twenty-Five (25) percent of bid item may be paid after equipment has been installed, is fully operational, and City project staff have been given access information to the camera and website.
- Fifty (50) percent of bid item may be paid after when the project is approximately seventy-five (75) percent complete.
- Twenty-Five (25) percent of bid item may be paid after the project is complete, installation has been removed, restoration of materials is complete, and digital copy of the time lapse has been given to the City Project Manager.

POINT OF CONTACT

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

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Madison, WI 53703

SECTION E: BIDDERS ACKNOWLEDGEMENT

**SOUTH POINT RD TRUCK SCALE AND FUEL POINT
CONTRACT NO. 8606**

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 - 2021 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
SOUTH POINT RD TRUCK SCALE AND FUEL POINT
CONTRACT NO. 8606

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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:

SOUTH POINT RD TRUCK SCALE AND FUEL POINT CONTRACT NO. 8606

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:

SOUTH POINT RD TRUCK SCALE AND FUEL POINT CONTRACT NO. 8606

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.

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CONTRACT NO. 8606**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
	Date
	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	Finance Director
	Date
	Date

	City Attorney
	Date
	Date

	Witness
	Date

	Mayor
	Date

	Witness
	Date

	City Clerk
	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:

**SOUTH POINT RD TRUCK SCALE AND FUEL POINT
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in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the
prosecution of said work, and save the City harmless from all claims for damages because of negligence
in the prosecution of said work, and shall save harmless the said City from all claims for compensation
(under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is
to be void, otherwise of full force, virtue and effect.

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

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