

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

**2017**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND  
INCIDENTAL WORK (DISTRICT 17) – 2017**

**CONTRACT NO. 7906**

**MUNIS NO. 11467**

**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>

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND  
INCIDENTAL WORK (DISTRICT 17) – 2017  
CONTRACT NO. 7906**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS.....A-1  
SECTION B: PROPOSAL SECTION.....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE) ..... C-1  
SECTION D: SPECIAL PROVISIONS..... D-1  
SECTION E: BIDDER’S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: wm

# 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:	ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 17) – 2017
CONTRACT NO.:	7906
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	MARCH 10, 2017
BID SUBMISSION (1:00 P.M.)	MARCH 15, 2017
BID OPEN (1:30 P.M.)	MARCH 15, 2017
PUBLISHED IN WSJ	MARCH 3 & 10, 2017

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

**Building Demolition**

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501  Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

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

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 17) – 2017 CONTRACT NO. 7906

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

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

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

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

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

The Contractor shall perform repair work primarily throughout the 17th Aldermanic District. A list of approved repair locations and an area map of Aldermanic District 17 have been provided within these Special Provisions for reference. The list, however, is not a final list. Additional locations may be added. Horizontal sawcuts have been marked in the field with a pink line and a white "c". The Contractor shall horizontally sawcut sidewalk to eliminate trip hazards at those locations designated by the Common Council, and as directed by the Engineer.

Additional horizontal sawcutting may be required within the project limits of City of Madison Reconstruction Projects and may be city wide, primarily east of Park Street, as part of the Sidewalk Request Program. The Contractor shall be paid one mobilization to complete the horizontal sawcutting in the 17th Aldermanic District. The Contractor shall be paid one mobilization for each Reconstruction Project that horizontal sawcutting is requested. The Contractor shall be paid one mobilization for each list of locations as part of the Citywide program. If a list of locations and/or a Reconstruction Project can be completed back to back or simultaneously then only one mobilization will be paid.

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

The quantities of the items listed in this Contract are estimates only, based upon sawcuts marked in the 17th Aldermanic District and past year's reconstruction and request work. The quantities of the items are subject to change.

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

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

#### **SECTION 104.4**                      **INCREASE OR DECREASE QUANTITIES**

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid item price for the associated bit item.

The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The City reserves the authority to delete or add any number of these systems from the Contract. Should this occur the Contractor shall not be eligible for any additional compensation for the remainder of the systems.

**SECTION 104.10      CLEANING UP**

Excess concrete, slurry, debris, dust or residue left from sawcutting operations including on adjacent sidewalk and/or property shall be removed immediately.

**SECTION 105.12      COOPERATION OF THE CONTRACTOR**

The City of Madison has been given to understand that work may be undertaken by others in approximately the same time frame in District 17 as this proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

Sidewalk and curb repair/replacement projects including:

- \*Horizontal Sawcutting, District 15 (Contract 7905)
- \*Sidewalk Ordered 2017, Districts 15 & 17 (Contracts 7903 & 7904)
- \*Sidewalk and Curb & Gutter, Citywide Installation and Repair - 2017 (Contracts 7902)
- \*Public Works Projects in District 17

Projects and/or Streets may be deleted or added to the above list.

**SECTION 107.1      PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall complete all horizontal sawcutting within the project limits of a Reconstruction project within two weeks of substantial completion of the Reconstruct Project.

The City of Madison shall prepare a list of locations for horizontal sawcutting as part of the Sidewalk Request Program. The Contractor shall have one week to mobilize and begin sawcutting the identified locations and continue working until complete unless other arrangements are made in advance with the City Engineer.

The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.

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

The Contractor shall not progress through the Aldermanic District in a random fashion. A single ward of the district shall be completed before moving into another ward unless otherwise directed by the Engineer.

The Contractor shall properly barricade all work areas. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

Access to all driveways within the project limits shall be maintained whenever possible. During times when work will prevent access to driveways, the Contractor shall notify all residents, a minimum of 48

hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within 2 hours.

Access to commercial driveways shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer.

The Contractor shall work such overtime as required by the Engineer to meet the above requirements at no additional cost to the City.

Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

**SECTIONS 107.2      PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS**

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property.

The Contractor shall also take precautions during sawcutting operations not to disfigure, scar, or impair any surrounding surfaces including but not limited to sidewalk, driveways, roadway, steps, walls and turf or damage any private installations such as sprinkler heads, electric fences, etc.

**SECTION 107.6      DUSTPROOFING**

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

**SECTION 107.7      MAINTENANCE OF TRAFFIC**

The contractor shall not close any lanes of traffic at any time.

The work shall be arranged so that there is a minimum of interference with ingress and egress to private property.

On-street parking may be removed by the Contractor to facilitate sidewalk repair and to maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD).

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

Should the Contractor require occupying a lane of traffic during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be incidental to this contract.

#### **SECTION 107.9            BARRICADES, WARNING SIGNS AND FLAGMEN**

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

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

The Contractor shall begin work for this project on or before **May 15, 2017**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m.

All work shall be completed on or before **November 30, 2017**.

#### **SECTION 109.3            LIMITATIONS OF OPERATIONS**

**GRINDING OF SIDEWALKS SHALL NOT BE ALLOWED.**

All sidewalk sawcuts started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk saw cutting through driveways of adjoining business properties shall be completed within two (2) hours.

The Engineer or Inspector may direct horizontal sawcuts at locations other than construction joints. Sawcuts directed by the Engineer or Inspector will be paid for at the unit price bid.

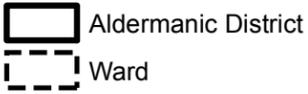
Horizontal sawcutting shall be done by a means that will eliminate any dust. Airborne concrete dust resulting from the cutting process shall be controlled with saw-mounted vacuum hoods. Remaining debris, cuttings, concrete dust and slurry shall be cleaned and removed from the sidewalk surface as well as surrounding rails, sidewalks, pavement, driveways, landscaping or other objects in the vicinity of work upon completion of each sawcut. This work shall be incidental to operations connected with this contract.

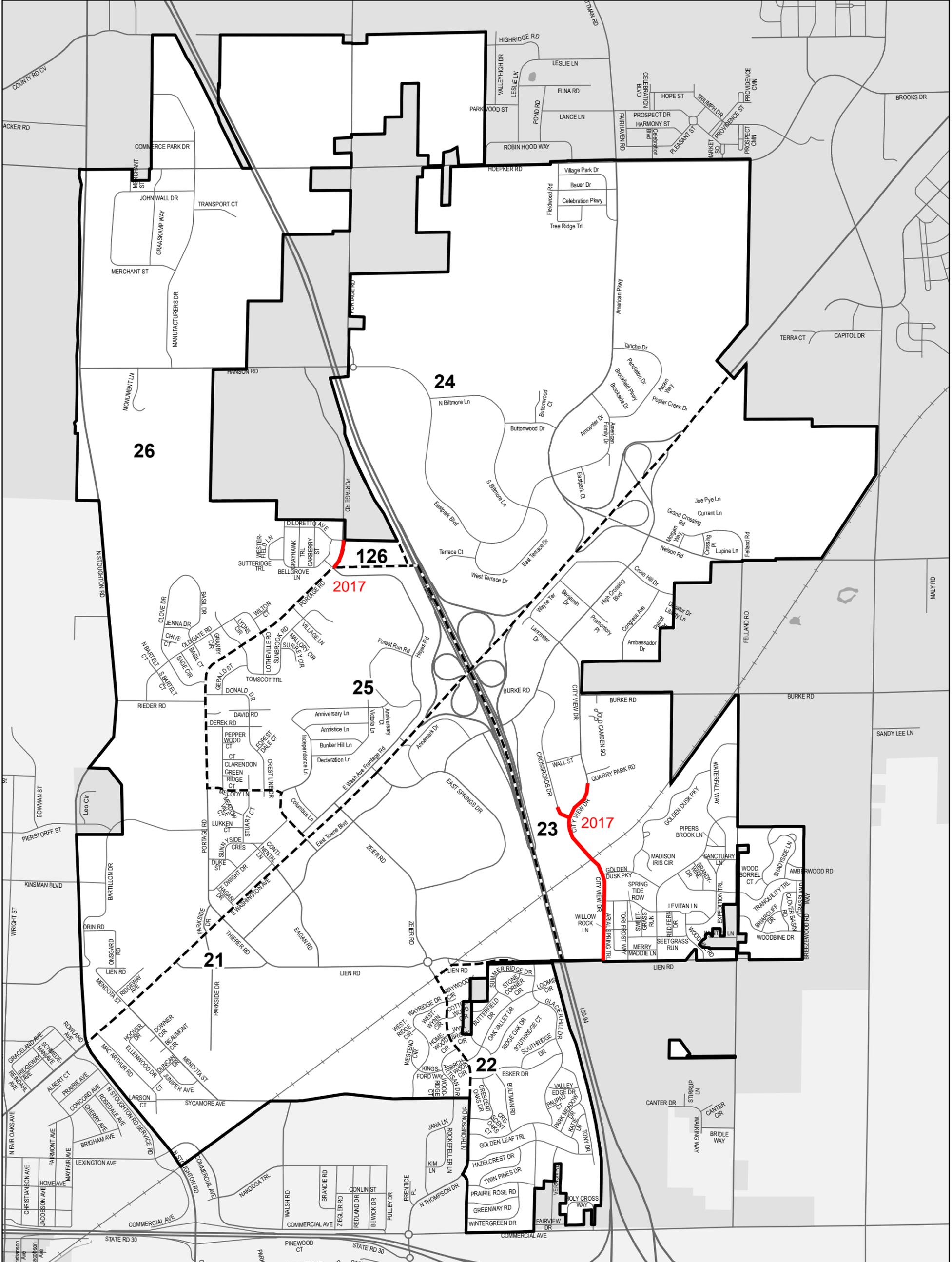
The Contractor shall seed and mat areas disturbed. All restoration, excluding resetting brick pavers shall be incidental to this contract. All debris from the backfilling and seeding operations shall be swept up and removed from the area immediately.

# City of Madison Aldermanic District 17 and Wards

Effective January 1, 2012

Prepared by City of Madison Planning Division on 4/5/2016


 Aldermanic District  
 Ward



**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
5101	Wintergreen Dr			1
5105	Wintergreen Dr			1
5121	Wintergreen Dr			1
5129	Wintergreen Dr			1
5133	Wintergreen Dr			1
5141	Wintergreen Dr			1
5145	Wintergreen Dr			1
5149	Wintergreen Dr			1
5153	Wintergreen Dr			1
5158	Wintergreen Dr			1
5150	Wintergreen Dr			1
5142	Wintergreen Dr			1
5134	Wintergreen Dr			1
5126	Wintergreen Dr			1
5122	Wintergreen Dr			1
5118	Wintergreen Dr			1
5114	Wintergreen Dr			1
5110	Wintergreen Dr			1
5106	Wintergreen Dr			1
5102	Wintergreen Dr	Mesta Ln		1
5109	Bluestem Way			1
5113	Bluestem Way			1
5117	Bluestem Way			1
5126	Bluestem Way			1
5118	Bluestem Way			1
5102	Bluestem Way			1
5121	Prairie Rose Rd			1
5133	Prairie Rose Rd			1
5137	Prairie Rose Rd			1
714	Eagle Crest Dr			1
802	Eagle Crest Dr			1
5202	Prairie Rose Rd			1
5138	Prairie Rose Rd			1
5126	Prairie Rose Rd			1
5122	Prairie Rose Rd			1
809	Twin Pines Dr			1
829	Twin Pines Dr			1
841	Twin Pines Dr			1
845	Twin Pines Dr			1
921	Twin Pines Dr	Hazelcrest Dr		1
842	Twin Pines Dr			1
830	Twin Pines Dr			1
826	Twin Pines Dr			1
822	Twin Pines Dr			1
737	Mesta Ln			1
5101	Hazelcrest Dr			1
5109	Hazelcrest Dr			1
5121	Hazelcrest Dr			1
5137	Hazelcrest Dr			1
5145	Hazelcrest Dr			1
909	Vernon Rd			1
913	Vernon Rd	Hazelcrest Dr		1
5421	Hazelcrest Dr			1
5410	Hazelcrest Dr			1
5402	Hazelcrest Dr			1
5314	Hazelcrest Dr			1
5126	Hazelcrest Dr			1
5122	Hazelcrest Dr			1
5114	Hazelcrest Dr			1
5113	Golden Leaf Trl			1
5121	Golden Leaf Trl			1
5125	Golden Leaf Trl			1
5129	Golden Leaf Trl			1
5133	Golden Leaf Trl			1
5209	Golden Leaf Trl			1
918	Eagle Crest Dr			1
902	Eagle Crest Dr			1

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
810 Eagle Crest Dr		1		1
806 Eagle Crest Dr		1		1
801 Eagle Crest Dr		1		1
933 Eagle Crest Dr		1		1
933 Eagle Crest Dr	Golden Leaf	2		1
5305 Golden Leaf Trl		1		1
5309 Golden Leaf Trl		1		1
5313 Golden Leaf Trl		2		1
5317 Golden Leaf Trl		1		1
5321 Golden Leaf Trl		1		1
1018 Glacier Hill Dr	Golden Leaf	2		1
5130 Golden Leaf Trl		1		1
5126 Golden Leaf Trl		1		1
5122 Golden Leaf Trl		1		1
5101 Crescent Oaks Dr		2		1
5141 Crescent Oaks Dr		1		1
5150 Crescent Oaks Dr		1		1
5134 Crescent Oaks Dr		2		1
5130 Crescent Oaks Dr		1		1
5122 Crescent Oaks Dr		2		1
5005 Esker Dr		1		1
5017 Esker Dr		1		1
5229 Esker Dr		1		1
5237 Esker Dr		1		1
5245 Esker Dr		1		1
5230 Esker Dr		1		1
5222 Esker Dr		2		1
5210 Esker Dr		1		1
5206 Esker Dr		1		1
1209 Southridge Dr		1		1
1104 Southridge Dr		1		1
1102 Southridge Dr		2		1
5110 Esker Dr		2		1
5013 Oak Valley Dr		1		1
5121 Oak Valley Dr		3		1
5129 Oak Valley Dr		1		1
5137 Oak Valley Dr		2		1
5153 Oak Valley Dr		1		1
5205 Oak Valley Dr		1		1
5213 Summer Ridge Dr		1		1
5237 Summer Ridge Dr		1		1
5249 Summer Ridge Dr		1		1
5253 Summer Ridge Dr		2		1
5257 Summer Ridge Dr		1		1
5262 Summer Ridge Dr		1		1
5258 Summer Ridge Dr		1		1
5254 Summer Ridge Dr		1		1
5250 Summer Ridge Dr		1		1
5230 Summer Ridge Dr		1		1
5218 Summer Ridge Dr		1		1
5126 Butterfield Dr		1		1
5114 Butterfield Dr		2		1
1501 Bultman Rd		2		1
5101 Butterfield Dr		1		1
5113 Oak Valley Dr		1		1
5125 Oak Valley Dr		1		1
5129 Butterfield Dr		1		1
5133 Summer Ridge Dr		3		1
5154 Oak Valley Dr		2		1
5138 Oak Valley Dr		1		1
5110 Oak Valley Dr		1		1
5006 Oak Valley Dr		1		1
2 Wynbrook Cir		2		1
1 Cottonwood Cir	N. Thompson Dr	2		1
1309 Bultman Rd		1		1
1210 Bultman Rd		1		1
1206 Bultman Rd		1		1

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
1030	Bultman Rd			1
1126	Bultman Rd			1
1122	Bultman Rd			1
1010	Bultman Rd			1
1006	Bultman Rd			1
1005	Bultman Rd	Golden Leaf		1
1009	Bultman Rd			1
1017	Bultman Rd			1
1201	Bultman Rd			1
1205	Bultman Rd			1
1209	Bultman Rd			1
5105	Ridge Oak Dr			1
5125	Ridge Oak Dr			1
5145	Ridge Oak Dr			1
5181	Ridge Oak Dr			1
5201	Ridge Oak Dr			1
5217	Ridge Oak Dr			1
5221	Ridge Oak Dr			1
5237	Ridge Oak Dr			1
5258	Ridge Oak Dr			1
5242	Ridge Oak Dr			1
5222	Ridge Oak Dr			1
5218	Ridge Oak Dr			1
5202	Ridge Oak Dr			1
5146	Ridge Oak Dr			1
917	Tony Dr			1
929	Tony Dr			1
937	Tony Dr			1
1001	Tony Dr			1
5417	Katie Ln			1
5425	Katie Ln			1
5429	Katie Ln			1
5433	Katie Ln			1
5426	Katie Ln			1
5418	Katie Ln			1
5406	Katie Ln			1
922	Tony Dr			1
902	Tony Dr			1
5336	Park Meadow Dr			1
5328	Park Meadow Dr			1
5322	Park Meadow Dr			1
5320	Park Meadow Dr			1
5314	Park Meadow Dr			1
5312	Park Meadow Dr			1
5310	Park Meadow Dr			1
5326	Valley Edge Dr			1
5314	Valley Edge Dr			1
5305	Valley Edge Dr			1
5421	Park Meadow Dr			1
5433	Park Meadow Dr			1
1021	Glacier Hill Dr			1
1025	Glacier Hill Dr			1
1101	Glacier Hill Dr			1
1117	Glacier Hill Dr			1
1125	Glacier Hill Dr			1
1149	Glacier Hill Dr			1
1209	Glacier Hill Dr			1
1305	Glacier Hill Dr			1
1309	Glacier Hill Dr			1
1325	Glacier Hill Dr			1
1341	Glacier Hill Dr			1
1405	Glacier Hill Dr	Loomis Cir		1
6	Loomis Cir			1
1505	Glacier Hill Dr			1
5014	Lien Rd			1
1510	Glacier Hill Dr			1
1502	Glacier Hill Dr			1

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
1338	Glacier Hill Dr			1
1334	Glacier Hill Dr			1
1330	Glacier Hill Dr			1
1320	Glacier Hill Dr			1
1302	Glacier Hill Dr			1
1214	Glacier Hill Dr			1
1206	Glacier Hill Dr			1
1202	Glacier Hill Dr			1
1138	Glacier Hill Dr			1
1126	Glacier Hill Dr			1
1106	Glacier Hill Dr	Golden Leaf		1
5130	Golden Leaf Trl			1
5126	Golden Leaf Trl			1
5122	Golden Leaf Trl			1
5106	Golden Leaf Trl			1
1109	Wayridge Dr			1
1113	Wayridge Dr			1
4801	Kingsford Way			1
4805	Kingsford Way			1
4809	Kingsford Way			1
1116	Artisan Dr			1
1112	Artisan Dr			1
1110	Artisan Dr			1
1108	Artisan Dr			1
1	Woodridge Ct			1
9	Woodridge Ct			1
18	Woodridge Ct			1
2	Woodridge Ct			1
1101	Artisan Dr			1
1109	Artisan Dr			1
1113	Artisan Dr			1
1117	Artisan Dr			1
1121	Artisan Dr			1
1125	Artisan Dr			1
1129	Artisan Dr			1
1217	Artisan Dr			1
1225	Artisan Dr			1
1229	Artisan Dr			1
1	Birchwood Cir			1
1110	N. Thompson Dr			1
1102	N. Thompson Dr			1
2	Homewood Cir	N. Thompson Dr		1
1	Homewood Cir	N. Thompson Dr		1
1206	Artisan Dr			1
4818	Kingsford Way			1
1201	Wayridge Dr			1
1209	Wayridge Dr			1
1213	Wayridge Dr			1
1217	Wayridge Dr			1
1301	Wayridge Dr			1
1313	Wayridge Dr			1
1321	Wayridge Dr			1
1415	Wayridge Dr			1
1509	Wayridge Dr			1
1513	Wayridge Dr			1
1517	Wayridge Dr			1
1602	N. Thompson Dr			1
1609	N. Thompson Dr			1
1406	N. Thompson Dr		Easement Walk	1
2	Waywood Cir	Thompson Dr		1
1	Westridge Cir			1
1318	Wayridge Dr			1
1302	Wayridge Dr			1
1214	Wayridge Dr			1
1126	Wayridge Dr			1
1122	Wayridge Dr			1
1116	Wayridge Dr			1

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
1112	Wayridge Dr			1
1106	Wayridge Dr			1
1450	MacArthur Rd	E. Washington Ave		2
1450	MacArthur Rd			2
1414	MacArthur Rd			2
1225	MacArthur Rd	Sycamore Ave		2
3813	Sycamore Ave			2
3821	Sycamore Ave			2
3921	Sycamore Ave			2
3827	Sycamore Ave			2
1310	Mendota St			2
3801	E. Washington Ave	Mendota St		2
1333	Mendota St			2
1325	Mendota St			2
1317	Mendota St			2
1313	Mendota St			2
1301	Mendota St			2
1217	Mendota St			2
1201	Mendota St			2
1109	Mendota St			2
3914	Sycamore Ave			2
3910	Sycamore Ave			2
3906	Sycamore Ave			2
3902	Sycamore Ave			2
3818	Sycamore Ave			2
3814	Sycamore Ave			2
3810	Sycamore Ave			2
3715	E. Washington Ave			2
3721	E. Washington Ave			2
3773	E. Washington Ave	Mendota St		2
3822	Hoover Dr			2
3909	Lien Rd			2
3859	E. Washington Ave			2
3925	Lien Rd			2
1602	Parkside Dr			2
1745	Parkside Dr			2
3900	Lien Rd			2
1798	Thierer Rd			2
1754	Thierer Rd			2
1704	Thierer Rd			2
1704	Thierer Rd	Lien Rd		2
4102	Lien Rd			2
4002	Lien Rd			2
4201	E. Washington Ave	East Towne Blvd		2
4102	East Towne Blvd			2
4320	East Towne Blvd	E. Washington Ave		2
4402	East Towne Blvd	Independence Ln		2
4344	East Towne Blvd			2
4602	East Towne Blvd	Zeier Rd		2
4520	East Towne Blvd			2
4502	East Towne Blvd			2
4225	East Towne Blvd			2
4225	East Towne Blvd	Eagan Rd		2
1760	Eagan Rd			2
1726	Eagan Rd			2
1726	Eagan Rd	Lien Rd		2
1701	Thierer Rd			2
4001	East Towne Blvd			2
4101	East Towne Blvd			2
4201	East Towne Blvd			2
89	East Towne Mall	East Towne Blvd		2
4301	East Towne Blvd			2
135	East Towne Mall	East Towne Blvd		2
2002	Zeier Rd			2
1704	Zeier Rd			2
1701	Eagan Rd			2
43	East Towne Mall	Eagan Rd		2

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
4301 East Towne Blvd		2		2
2646 East Springs Dr		1		2
2646 East Springs Dr	East Towne Blvd	1		2
4702 East Towne Blvd		1		2
4702 East Towne Blvd	Zeier Rd	2		2
4725 East Towne Blvd	East Springs Dr	1		2
2502 East Springs Dr		2		2
2440 East Springs Dr		1		2
2102 East Springs Dr		1		2
2003 Zeier Rd		1		2
2003 Zeier Rd	East Springs Dr	1		2
2173 Zeier Rd		4		2
4237 Lien Rd		3		2
4325 Lien Rd		1		2
1621 N Thompson Dr	Lien Rd	1		2
1801 Zeier Rd		1		2
2005 East Springs Dr		1		2
2127 East Springs Dr		1		2
2139 East Springs Dr		2		2
2147 East Springs Dr		1		2
2425 East Springs Dr		1		2
2425 East Springs Dr	High Crossing Blvd	3		2
4868 High Crossing Blvd		5		2
4824 High Crossing Blvd	East Springs Dr	1		2
4801 Annamark Dr	East Springs Dr	2		2
4801 Annamark Dr		3		2
4821 Annamark Dr		1		2
4814 Annamark Dr		1		2
2627 East Springs Dr		1		2
1002 Bultman Rd	Golden Leaf	3		3
5310 Wall St		1		3
5315 Wall St		3		3
2335 City View Dr		2		3
5401 Burke Rd		2		3
5555 Burke Rd		2		3
5601 Burke Rd		1		3
2810 City View Dr		1		3
5310 Wall St	CrossRoads	1		3
2901 Crossroads Dr		1		3
5201 High Crossing Blvd	CrossRoads	2		3
3010 Crossroads Dr		2		3
2810 Crossroads Dr		4		3
2702 Crossroads Dr		1		3
2502 Crossroads Dr		3		3
2418 Crossroads Dr		1		3
3010 Crossroads Dr	High Crossing Blvd	3		3
5201 High Crossing Blvd		1		3
3602 Cross Hill Dr		2		3
5325 High Crossing Blvd	Promontary Pl	4		3
5309 High Crossing Blvd		1		3
3301 City View Dr	High Crossing Blvd	1		3
5402 Congress Ave		3		3
5302 Congress Ave		1		3
3346 Ambassador Dr	Congress Ave	1		3
3402 Cross Hill Dr	Congress Ave	1		3
3402 Cross Hill Dr		1		3
5840 Lupine Ln	Felland Rd	1		3
5442 Wayne Ter	High Crossing Blvd	1		3
5442 Wayne Ter	American Pkwy	1	by overpass bridge(south side)	3
5442 Wayne Ter	American Pkwy	1	by overpass bridge(north side)	3
6926 Village Park Dr		1		3
6917 Village Park Dr		1		3
6817 Village Park Dr		1		3
5434 Bauer Dr		1		3
6713 Village Park Dr		1		3
6613 Village Park Dr		1		3
6609 Village Park Dr		1		3

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
6601	Village Park Dr			3
6605	Village Park Dr	American Pkwy		3
6705	Village Park Dr	American Pkwy		3
6713	Village Park Dr	American Pkwy		3
6502	Village Park Dr	American Pkwy		3
5501	Hoepker Rd	American Pkwy		3
6401	American Pkwy			3
4902	N Biltmore Ln			4
4750	S Biltmore Ln			4
4618	S Biltmore Ln			4
5202	Eastpark Blvd	S. Biltmore Ln		4
5301	Buttonwood Dr			4
5023	N Biltmore Ln			4
4602	Eastpark Blvd			4
10	Terrace Ct			4
6	Terrace Ct			4
5109	West Terrace Dr	Terrace Ct		4
5117	West Terrace Dr			4
5201	East Terrace Dr			4
5217	East Terrace Dr			4
5249	East Terrace Dr			4
5218	East Terrace Dr			4
5102	West Terrace Dr			4
5302	Eastpark Blvd			4
5202	Eastpark Blvd			4
5100	Eastpark Blvd			4
5301	Tancho Dr			4
5402	Tancho Dr			4
5551	Eastpark Blvd			4
2	Eastpark Ct			4
5119	American Family Dr			4
5116	American Family Dr			4
5313	Tree Ridge Trl			4
5305	Tree Ridge Trl			4
5230	Bauer Dr			4
6814	Fieldwood Rd			4
6902	Fieldwood Rd			4
6906	Fieldwood Rd			4
6901	Fieldwood Rd			4
6809	Fieldwood Rd			4
6801	Fieldwood Rd			4
5302	Tree Ridge Trl			4
5321	Celebration Pkwy			4
6609	Fieldwood Rd	Celebration Pkwy		4
5322	Celebration Pkwy			4
5414	Celebration Pkwy			4
5422	Celebration Pkwy			4
6702	Village Park Dr	Celebration Pkwy		4
5413	Bauer Dr			4
5325	Bauer Dr			4
5313	Bauer Dr			4
5309	Bauer Dr			4
5305	Bauer Dr			4
5306	Bauer Dr			4
5318	Bauer Dr			4
5322	Bauer Dr			4
5402	Bauer Dr			4
5406	Bauer Dr			4
5414	Bauer Dr			4
5418	Bauer Dr			4
5426	Bauer Dr			4
6806	Village Park Dr			4
6838	Village Park Dr			4
6906	Village Park Dr			4
5902	Manufacturers Dr			5
4301	Di Loreto Ave			5
4401	Di Loreto Ave			5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
4433	Bellgrove Ln			5
4440	Bellgrove Ln			5
4101	Carberry St			5
4306	Bellgrove Ln			5
4137	Grayhawk Trl			5
4118	Grayhawk Trl			5
4206	Vidon Dr			5
4122	Westerfield Ln			5
4122	Vidon Dr	Westerfield Ln		5
4401	Bellgrove Ln	Hayes Rd		5
3801	Portage Rd	Hayes Rd		5
4649	Hayes Rd			5
3802	Dawn Rd	Hayes Rd		5
4810	Forest Run Rd	Hayes Rd		5
4730	Forest Run Rd			5
4809	Anniversary Ln			5
4822	E. Washington Ave	Anniversary Ln		5
4862	Hayes Rd	Anniversary Ln		5
4721	Forest Run Rd	Anniversary Ln		5
4721	Forest Run Rd			5
4820	Hayes Rd	Forest Run		5
4801	Forest Run Rd			5
4801	Forest Run Rd	Hayes Rd		5
4820	Hayes Rd			5
4830	Hayes Rd			5
4862	Hayes Rd			5
4863	Hayes Rd			5
4825	Hayes Rd			5
4801	Hayes Rd			5
4799	Hayes Rd			5
4781	Hayes Rd			5
4757	Hayes Rd			5
4725	Hayes Rd			5
4682	Hayes Rd			5
4678	Hayes Rd			5
4822	E. Washington Ave	service rd		5
4802	E. Washington Ave			5
4726	E. Washington Ave			5
4710	E. Washington Ave			5
4620	E. Washington Ave			5
4606	E. Washington Ave			5
2301	Columbus Ln			5
4522	E. Washington Ave	Columbus Ln		5
4522	E. Washington Ave			5
4512	E. Washington Ave			5
4512	E. Washington Ave	Independence Ln		5
2402	Columbus Ln	Independence Ln		5
2505	Independence Ln			5
2513	Independence Ln			5
2525	Independence Ln			5
2529	Independence Ln			5
4502	Declaration Ln	Independence Ln		5
2713	Independence Ln			5
2805	Independence Ln			5
2809	Independence Ln			5
4501	Anniversary Ln	Independence Ln		5
2814	Independence Ln			5
2614	Independence Ln			5
2610	Independence Ln			5
2606	Independence Ln			5
2534	Independence Ln			5
2526	Independence Ln			5
2522	Independence Ln			5
2518	Independence Ln			5
2514	Independence Ln			5
2506	Independence Ln			5
2502	Independence Ln			5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
2322 Independence Ln		6		5
2310 Independence Ln		3		5
4402 E. Washington Ave	Independence Ln	3		5
4402 E. Washington Ave		1		5
2901 Victoria Ln	Anniversary Ln	1		5
4726 Anniversary Ln		1		5
4706 Anniversary Ln		2		5
4702 Anniversary Ln		1		5
4606 Anniversary Ln		1		5
4526 Anniversary Ln		1		5
4518 Anniversary Ln		1		5
4512 Anniversary Ln		2		5
4510 Anniversary Ln		1		5
4501 Anniversary Ln		1		5
4509 Anniversary Ln		2		5
4525 Anniversary Ln		1		5
4529 Anniversary Ln		2		5
4601 Anniversary Ln		1		5
4605 Anniversary Ln		1		5
4609 Anniversary Ln		2		5
4613 Anniversary Ln		1		5
4617 Anniversary Ln		2		5
4621 Anniversary Ln		2		5
4625 Anniversary Ln		1		5
4713 Anniversary Ln		3		5
4717 Anniversary Ln		3		5
2810 Victoria Ln	Anniversary Ln	1		5
4801 Anniversary Ln		5		5
4809 Anniversary Ln		2		5
4809 Anniversary Ln	Anniversary Ct	1		5
4501 Declaration Ln		4		5
4509 Declaration Ln		3		5
4513 Declaration Ln		1		5
4601 Declaration Ln		1		5
4605 Declaration Ln		1		5
4609 Declaration Ln		1		5
4705 Declaration Ln		1		5
4709 Declaration Ln		1		5
4717 Declaration Ln		2		5
2701 Victoria Ln		1		5
2709 Victoria Ln		1		5
2713 Victoria Ln		2		5
2717 Victoria Ln		1		5
2810 Victoria Ln		1		5
4721 Armistice Ln		1		5
2706 Victoria Ln		1		5
4718 Bunker Hill Ln	Declaration Ln	1		5
4502 Declaration Ln		2		5
4509 Bunker Hill Ln		1		5
4513 Bunker Hill Ln		1		5
4517 Bunker Hill Ln		2		5
4601 Bunker Hill Ln		2		5
4718 Bunker Hill Ln		2		5
4706 Bunker Hill Ln		1		5
4702 Bunker Hill Ln		1		5
4618 Bunker Hill Ln		2		5
4610 Bunker Hill Ln		1		5
4606 Bunker Hill Ln		1		5
2713 Independence Ln	Armistice Ln	1		5
4511 Armistice Ln		2		5
4521 Armistice Ln		1		5
4529 Armistice Ln		1		5
4613 Armistice Ln		1		5
4701 Armistice Ln		1		5
4705 Armistice Ln		2		5
4709 Armistice Ln		1		5
4710 Armistice Ln		1		5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
4706	Armistice Ln			5
4702	Armistice Ln			5
4530	Armistice Ln			5
4518	Armistice Ln			5
4510	Armistice Ln			5
3101	Old Gate Rd			5
3109	Old Gate Rd			5
3113	Old Gate Rd			5
3121	Old Gate Rd			5
1	Bartelt Ct	Old Gate		5
3137	Old Gate Rd			5
3221	Old Gate Rd			5
1	Basil Ct			5
3301	Old Gate Rd			5
3309	Old Gate Rd			5
1	Granby Cir			5
3409	Old Gate Rd			5
1	Lyons Cir	Old Gate		5
2	Lyons Cir	Old Gate		5
3525	Old Gate Rd			5
3533	Old Gate Rd			5
3518	Portage Rd	Old Gate		5
3546	Old Gate Rd			5
3538	Old Gate Rd			5
3534	Old Gate Rd			5
3530	Old Gate Rd			5
3518	Old Gate Rd			5
3514	Old Gate Rd			5
3510	Old Gate Rd			5
3506	Old Gate Rd			5
3502	Old Gate Rd			5
4021	Tomscot Trl	Old Gate		5
3402	Old Gate Rd			5
3414	Old Gate Rd			5
3306	Old Gate Rd			5
3201	Basil Dr	Old Gate		5
3202	Basil Dr	Old Gate		5
3222	Old Gate Rd			5
3218	Old Gate Rd			5
3210	Old Gate Rd			5
3206	Old Gate Rd			5
3201	Clove Dr	Old Gate		5
3202	Clove Dr	Old Gate		5
3134	Old Gate Rd			5
3124	Old Gate Rd			5
3106	Old Gate Rd			5
3102	Old Gate Rd			5
3141	Old Gate Rd	Clove Dr		5
3150	Clove Dr			5
3146	Clove Dr			5
3138	Clove Dr			5
3130	Clove Dr			5
3126	Clove Dr			5
3122	Clove Dr			5
3118	Clove Dr			5
3114	Clove Dr			5
3110	Clove Dr			5
3106	Clove Dr			5
3010	Portage Rd	Clove Dr		5
3102	Portage Rd	Clove Dr		5
3113	Clove Dr			5
3137	Clove Dr			5
3141	Clove Dr			5
3145	Clove Dr			5
3201	Old Gate Rd	Clove Dr		5
3409	Old Gate Rd	Tomscot Trl		5
4109	Tomscot Trl			5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
3414	Portage Rd	Tomscot Trl		5
4126	Tomscot Trl			5
3530	Portage Rd			5
3526	Portage Rd			5
3546	Old Gate Rd	Portage Rd		5
3514	Portage Rd			5
4126	Tomscot Trl	Portage Rd		5
3414	Portage Rd			5
3410	Portage Rd			5
3402	Portage Rd			5
3314	Portage Rd			5
3210	Portage Rd			5
3206	Portage Rd			5
3202	Portage Rd			5
3102	Portage Rd			5
3010	Portage Rd			5
3006	Portage Rd			5
3002	Portage Rd			5
3946	Reider Rd			5
3942	Reider Rd			5
3938	Reider Rd			5
3930	Reider Rd			5
3926	Reider Rd			5
3922	Reider Rd			5
3920	Reider Rd			5
3201	Clove Dr			5
3205	Clove Dr			5
1	Chive Ct	Clove Dr		5
2	Chive Ct	Clove Dr		5
3901	Jenna Dr	Clove Dr		5
3905	Jenna Dr			5
3909	Jenna Dr			5
3917	Jenna Dr			5
3914	Jenna Dr			5
3902	Jenna Dr	Clove Dr		5
3317	Clove Dr			5
3321	Clove Dr			5
3329	Clove Dr			5
3333	Clove Dr			5
3337	Clove Dr			5
3361	Clove Dr			5
3364	Basil Dr			5
3360	Basil Dr			5
3356	Basil Dr			5
3306	Basil Dr			5
3210	Basil Dr			5
3206	Basil Dr			5
3202	Basil Dr			5
3201	Basil Dr			5
3205	Basil Dr			5
3209	Basil Dr			5
3313	Basil Dr			5
3317	Basil Dr			5
3329	Basil Dr			5
3333	Basil Dr			5
3349	Basil Dr			5
3353	Basil Dr			5
3357	Basil Dr			5
3361	Basil Dr			5
3377	Basil Dr			5
3381	Basil Dr			5
3370	Clove Dr			5
3358	Clove Dr			5
3346	Clove Dr			5
3342	Clove Dr			5
3338	Clove Dr			5
3330	Clove Dr			5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
3326 Clove Dr		3		5
3318 Clove Dr		1		5
3302 Clove Dr		1		5
3238 Clove Dr		2		5
3226 Clove Dr		2		5
3214 Clove Dr		1		5
3202 Clove Dr		1		5
3617 Portage Rd	Village Ln	2		5
3610 Sunbrook Rd	Village Ln	2		5
3606 Sunbrook Rd		1		5
3510 Sunbrook Rd		1		5
3502 Sunbrook Rd		1		5
3310 Sunbrook Rd		2		5
3306 Sunbrook Rd		1		5
3302 Sunbrook Rd		3		5
3210 Sunbrook Rd		1		5
3202 Sunbrook Rd		1		5
3205 Lotheville Rd		1		5
3213 Lotheville Rd		1		5
3521 Portage Rd	Lotheville Rd	1		5
3310 Lotheville Rd		1		5
4310 Tomscot Trl		2		5
4222 Tomscot Trl		2		5
4210 Tomscot Trl		1		5
4201 Tomscot Trl		2		5
4221 Tomscot Trl		1		5
3229 Gerald St	Tomscot Trl	1		5
3201 Sunbrook Rd		1		5
3209 Sunbrook Rd		4		5
3301 Sunbrook Rd		1		5
3305 Sunbrook Rd		1		5
4509 Surrey Cir		1		5
4521 Surrey Cir		3		5
4529 Surrey Cir		1		5
4538 Surrey Cir		1		5
4514 Surrey Cir		1		5
4510 Surrey Cir		1		5
4506 Surrey Cir		1		5
4502 Surrey Cir	Sunbrook Rd	3		5
3501 Sunbrook Rd		3		5
4501 Mallory Cir	Sunbrook Rd	2		5
4501 Mallory Cir		2		5
4505 Mallory Cir		1		5
4513 Mallory Cir		2		5
4517 Mallory Cir		1		5
4521 Mallory Cir		1		5
4526 Mallory Cir		1		5
4522 Mallory Cir		3		5
4502 Mallory Cir		1		5
4501 Village Ln	Sunbrook Rd	1		5
4513 Village Ln		2		5
4522 Village Ln		2		5
4518 Village Ln		2		5
4514 Village Ln		2		5
4510 Village Ln		3		5
4506 Village Ln		2		5
3717 Sunbrook Rd		1		5
3805 Sunbrook Rd		2		5
3813 Sunbrook Rd		1		5
3816 Sunbrook Rd		1		5
3812 Sunbrook Rd		1		5
3806 Sunbrook Rd		1		5
3802 Sunbrook Rd		1		5
3716 Sunbrook Rd		2		5
3710 Sunbrook Rd		3		5
3708 Sunbrook Rd		1		5
3706 Sunbrook Rd		1		5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

Address	Frontage	# of Sawcuts	Comments	Area (see map)
4406 Village Ln	Sunbrook Rd	3		5
3701 Portage Rd		2		5
3709 Portage Rd		2		5
3713 Portage Rd		1		5
3605 Portage Rd		1		5
3613 Portage Rd		2		5
3619 Portage Rd		1		5
3101 Gerald St		2		5
3105 Gerald St		2		5
3117 Gerald St		1		5
3218 Gerald St		2		5
3102 Gerald St	Donald Dr	1		5
4002 Donald Dr		2		5
4002 Donald Dr	Portage Rd	1		5
4117 Donald Dr		1		5
4121 Donald Dr		5		5
4209 David Rd	Crest Line Dr	4		5
4210 Derek Rd	Crest Line Dr	1		5
2718 Crest Line Dr		1		5
2702 Crest Line Dr		1		5
2614 Crest Line Dr		1		5
2610 Crest Line Dr		1		5
2606 Crest Line Dr		2		5
2602 Crest Line Dr		3		5
2514 Crest Line Dr		2		5
2510 Crest Line Dr		1		5
2506 Crest Line Dr		3		5
2502 Crest Line Dr		1		5
2414 Crest Line Dr		1		5
2410 Crest Line Dr		1		5
2406 Crest Line Dr		3		5
2402 Crest Line Dr		2		5
2401 Crest Line Dr		2		5
2405 Crest Line Dr		1		5
2409 Crest Line Dr		2		5
2413 Crest Line Dr		2		5
2501 Crest Line Dr		1		5
2505 Crest Line Dr		3		5
2509 Crest Line Dr		1		5
2513 Crest Line Dr		1		5
2521 Crest Line Dr		1		5
2521 Crest Line Dr	Forest Dale Ct	1		5
14 Forest Dale Ct		2		5
10 Forest Dale Ct		1		5
2 Forest Dale Ct	Crest Line Dr	8		5
2609 Crest Line Dr		2		5
2701 Crest Line Dr		2		5
4301 Derek Rd	Crest Line Dr	9		5
2801 Crest Line Dr		4		5
2809 Crest Line Dr		2		5
2809 Crest Line Dr	David Rd	1		5
4305 David Rd		1		5
4309 David Rd		2		5
4313 David Rd		2		5
4317 David Rd		1		5
4318 David Rd		3		5
4314 David Rd		1		5
4310 David Rd		1		5
4306 David Rd		4		5
4126 Donald Dr		5		5
2718 Green Ridge Dr		2		5
2618 Green Ridge Dr		3		5
2610 Green Ridge Dr		3		5
2606 Green Ridge Dr		2		5
2602 Green Ridge Dr		1		5
2510 Green Ridge Dr		1		5
2506 Green Ridge Dr		5		5

**DISTRICT 17 SAWCUTS - CONTRACT #7906**

	<b>Address</b>	<b>Frontage</b>	<b># of Sawcuts</b>	<b>Comments</b>	<b>Area (see map)</b>
	2418 Green Ridge Dr		2		5
	2410 Green Ridge Dr		1		5
	4002 Melody Ln	Green Ridge	2		5
	2401 Green Ridge Dr		4		5
	1 Green Ridge Ct	Green Ridge	2		5
	2 Green Ridge Ct	Green Ridge	2		5
	1 Clarendon Ct	Green Ridge	2		5
	2 Clarendon Ct	Green Ridge	4		5
	2609 Green Ridge Dr		2		5
	2 Pepper Wood Ct	Green Ridge	4		5
	2717 Green Ridge Dr		5		5
	2717 Green Ridge Dr	Derek Rd	2		5
	4105 Derek Rd		2		5
	4201 Derek Rd		1		5
	4205 Derek Rd		2		5
	2718 Crest Line Dr	Derek Rd	1		5
	4206 Derek Rd		2		5
	4110 Derek Rd		1		5
	4014 Derek Rd		1		5
	4010 Derek Rd		1		5
	4006 Derek Rd		2		5
	4001 Melody Ln		9		5
	4009 Melody Ln		1		5
	4101 Melody Ln		2		5
	4105 Melody Ln		1		5
	4109 Melody Ln		1		5
	4113 Melody Ln		1		5
	2326 Stuart Ct	Melody Ln	3		5
	2326 Stuart Ct		1		5
	2314 Stuart Ct		3		5
	2310 Stuart Ct		1		5
	1 Meadow Vale Ct	Stuart Ct	1		5
	2317 Stuart Ct		2		5
	2321 Stuart Ct		1		5
	2325 Stuart Ct		1		5
	2325 Stuart Ct	Melody Ln	3		5
	2317 Crest Line Dr	Melody Ln	3		5
	2322 Independence Ln	Melody Ln	2		5
	2502 Independence Ln	Melody Ln	1		5
	2401 Crest Line Dr	Melody Ln	1		5
	2402 Stuart Ct	Melody Ln	2		5
	4106 Melody Ln		2		5
	2401 Green Ridge Trl	Melody Ln	2		5
	4002 Melody Ln	Portage Rd	1		5
	2505 Portage Rd		2		5
	2509 Portage Rd		3		5
	2601 Portage Rd		2		5
	2605 Portage Rd		2		5
	2609 Portage Rd		5		5
	2617 Portage Rd		2		5
	2721 Portage Rd		4		5
	4002 Derek Rd	Portage Rd	1		5
	2915 Portage Rd		1		5
	2919 Portage Rd		2		5
	2800 Portage Rd		3		5
	4302 E. Washington Ave	Continental Ln	1		5
	4402 E. Washington Ave	Continental Ln	3		5
	4301 Dwight Dr		4		5
	4305 Dwight Dr		2		5
	4309 Dwight Dr		1		5
	4315 Dwight Dr		2		5
	2222 Independence Ln	Dwight Dr	2		5
	4414 Dwight Dr		2		5
	4410 Dwight Dr		2		5
	4420 Dwight Dr		2		5
	4302 Dwight Dr		1		5
	4114 E. Washington Ave	service rd	2		5



**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND  
INCIDENTAL WORK (DISTRICT 17) – 2017  
CONTRACT NO. 7906**

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of \_\_\_\_\_ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

\_\_\_\_\_  
SIGNATURE

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

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

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

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

## SECTION F: BEST VALUE CONTRACTING

### ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 17) – 2017 CONTRACT NO. 7906

#### Best Value Contracting

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

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

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND  
INCIDENTAL WORK (DISTRICT 17) – 2017  
CONTRACT NO. 7906**

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

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

## **SECTION G: BID BOND**

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

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

### **ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 17) – 2017 CONTRACT NO. 7906**

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

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

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

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

Seal      PRINCIPAL

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

Seal      SURETY

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

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

**NOTE TO SURETY & PRINCIPAL**

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

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

## Certificate of Biennial Bid Bond

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

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

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

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

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Signature of Authorized Contractor Representative

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Date

## SECTION H: AGREEMENT

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

### ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 17) – 2017 CONTRACT NO. 7906

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

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

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

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

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

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

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND  
INCIDENTAL WORK (DISTRICT 17) – 2017  
CONTRACT NO. 7906**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

	Company Name
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as \_\_\_\_\_ principal, \_\_\_\_\_ and

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

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

**ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND  
INCIDENTAL WORK (DISTRICT 17) – 2017  
CONTRACT NO. 7906**

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