

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

**2017**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**PENN PARK PARKING LOT AND SITE IMPROVEMENTS**

**CONTRACT NO. 7933**

**MUNIS NO. 17137 -51 -130**

**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>

**PENN PARK PARKING LOT AND SITE IMPROVEMENTS  
CONTRACT NO. 7933**

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This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

EK: MS

## 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:	PENN PARK PARKING LOT AND SITE IMPROVEMENTS
CONTRACT NO.:	7933
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	May 12, 2107
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	May 12, 2107
BID SUBMISSION (1:00 P.M.)	May 19, 2017
BID OPEN (1:30 P.M.)	May 19, 2017
PUBLISHED IN WSJ	April 28 & May 5, May 12, 2017

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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 DISCREPANCIES

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

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

**Building Demolition**

- 101 ☐ Asbestos Removal  
120 ☐ House Mover

- 110 ☐ Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501 ☐ Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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/dcr/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.cfm). 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.

**PENN PARK PARKING LOT AND SITE IMPROVEMENTS  
CONTRACT NO. 7933**

**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

**PENN PARK PARKING LOT AND SITE IMPROVEMENTS  
CONTRACT NO. 7933**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers:</b>		_____ % x 0.6 = _____ % (discounted to 60%)
<b>Total Percentage of SBE Utilization:</b> _____ %.		

**PENN PARK PARKING LOT AND SITE IMPROVEMENTS  
CONTRACT NO. 7933**

**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.

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

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

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

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6. Describe any other good faith efforts:

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## **SECTION D: SPECIAL PROVISIONS**

### **PENN PARK PARKING LOT AND SITE IMPROVEMENTS CONTRACT NO. 7933**

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 103.2 AWARD OF CONTRACT**

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

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ADD ALTERNATE – ASPHALT PATH until the sub total exceeds the predetermined Construction Budget Dollar Value.

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

#### **ARTICLE 104: SCOPE OF WORK**

This contract is for the construction of a new parking lot, storm sewer system, concrete and asphalt paved areas and other site improvements at Penn Park, 2101 Fisher Street, Madison, WI.

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

This contract includes an Add Alternate bid item, BID ITEM 91000 – ASPHALT PATH.

#### **SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

#### **SECTION 105.1: AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual



rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

#### **SECTION 105.9:        SURVEYS, POINTS, AND INSTRUCTION**

The Contractor shall be responsible for setting all other lines and/or grades required to complete the work. Any questions regarding the layout and staking of this project should be directed to City of Madison Parks Surveyor Dan Rodman at (608) 658-3087.

#### **SECTION 105.12:       COOPERATION BY THE CONTRACTOR**

Contract 7933 is one of two concurrently running construction projects at Penn Park.

Contract 7917, which is the work associated with the Penn Park Shelter Renovation and Concession/Restroom Building, is anticipated to start on or around June 1, 2017. This contract, Contract 7933, is anticipated to start on or around August 15, 2017. **Construction operations for both contracts, Contract 7917 and Contract 7933, will run concurrently starting in August, 2017 until the final completion date in May, 2018.**

The Contractor shall coordinate site access, project staging, fencing, erosion control measures, and any additional construction activities with the Contract 7917 Contractor as to not hinder the progress of any aspects of the work at Penn Park.

The below project scope descriptions are intended as a general overview of the work associated with each contract at Penn Park. They are not indicative of the full measure of the work and the Contractor shall thoroughly review the contract plans and specifications for a complete understanding of what is required. The Contract 7917 description is provided for the Contractor's reference only.

#### **Public Works Contract 7917 FOR REFERENCE ONLY**

Work includes, but is not limited to:

- a. Installation and maintenance of the erosion control measures and construction fence as identified on Sheet L202 of the plan set. This includes the removal of the specified control measures at the end of the contract period.
- b. Renovation of the existing shelter, including installation of the new roof, new lights and electrical service, column and beam restoration, new floor slab, new exterior stairs and new accessible ramp. The exterior edge of the new stairs and ramp are the extents of the concrete flatwork associated with the shelter renovation.

- c. Construction of the new concession/restroom building, including all utility connections necessary for building functions.
- d. The construction of the new utility connections includes all necessary existing pavement removal, excavation and backfilling. Backfill shall be done to existing grades with no replacement of removed asphalt.
- e. Installation of the new light pole and the new electrical connections to renovated shelter and new concession/restroom building.
- f. Installation of electrical connection from the new transformer location to the new concession/restroom building. Transformer relocation shall be completed by MG&E.
- g. Sheets L201 and C101 in the plan set identify work and utility connections being constructed under Contract 7917 and are for Contractor coordination and reference only.

#### Public Works Contract 7933

Work includes, but is not limited to:

- a. Installation and maintenance of the erosion control measures and construction fence as identified on Sheet L202 of the plan set. This includes the removal of the specified control measures at the end of the contract period.
- b. Removal of the existing parking lot and other site paving and the construction of the proposed parking lot and the proposed concrete and asphalt sidewalk areas. The extents of new concrete flatwork are to the outer face of the renovated shelter's new stairs and ramp, and to the face of the wall footings of the new concession/restroom building.
- c. Construction of the proposed storm sewer system and bio-retention area associated with the proposed parking lot.
- d. Installation of proposed traffic signage and bicycle racks associated with the proposed concrete sidewalk areas.
- e. Removal and reconstruction of the proposed commercial drive opening at Fisher Street. This includes the salvage and reinstallation of the existing driveway gate.
- f. Restoration of the site including all lawn and planting bed areas.

Contractor responsibilities for erosion control are identified on Sheets L201 and L202 and in the special provisions of this contract. The Contractor shall make accommodations during the duration of this contract for construction, maintenance, repair, and inspection by City staff of the associated erosion control.

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline for each site at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / drodman@cityofmadison.com / tel (608) 658-3087.

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

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

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

Penn Park is popular public facility that is heavily used by area residents. The Contractor shall expect pedestrian traffic throughout the park and shall be prepared to accommodate park users. The Contractor shall provide and maintain park access to the existing playground area during construction operations. Additionally, the Contractor shall be aware of maintenance activities that will occur throughout the duration of the contract. The Contractor shall accommodate mowing and other maintenance activities. The Contractor may contact Lisa Laschinger, Parks Operations Supervisor at 266-4728 or llaschinger@cityofmadison.com with questions or concerns regarding park maintenance.

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

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

#### **SECTION 107.13: TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

Protection of these trees shall be paid under BID ITEM 10803 – ROOT CUTTING.

#### **SECTION 107.7: MAINTENANCE OF TRAFFIC**

The Contractor shall be required to maintain traffic during all construction operations that will occur in the right of way. The Contractor shall not be allowed to store equipment on Fisher or Dane Streets or within the public right-of-way.

All traffic control shall conform to Part VI of the Federal Highways Administration's "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for Sidewalk and Bikeway closures.

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd. Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain an approved Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. Please contact Thomas Mohr at [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com) or (608) 267-1969.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the traffic control plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

#### **SECTION 108.2: PERMITS**

The following permits have been applied for:

1. WI-DNR WRAPP Water Resources Application for Project Permit, (formerly known as a Notice of Intent NOI)
2. City of Madison Erosion Control Permit
3. City of Madison Stormwater Management Permit

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- City of Madison Street Terrace Permit

All permit costs shall be considered incidental to the Mobilization bid item for the Contract.

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

The Contractor shall be responsible for erosion control inspections as defined in these special provisions.

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

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

#### **SECTION 109.2: PROSECUTION OF WORK**

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

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

Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

**SECTION 109.7: TIME OF COMPLETION**

It is anticipated the City of Madison will issue a Start to Work letter on or about August 14, 2017. Site paving shall be substantially complete by November 30, 2017 and all work shall be completed NO LATER THAN May 15, 2018.

**SECTION 110.1: MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

**ARTICLE 501 STORM SEWER STRUCTURES**

**501.1 Description**

**STORM SEWER GENERAL**

The storm sewer designer for this project is Corey Stelljes. He may be contacted by phone at (608) 266-6518 or by email at [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com).

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

Where a new structure is to be constructed at an existing pipe, it is expected that the contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the contractor for his/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.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

Precast structures are only allowed 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.

Storm sewer pipe length on plan is measured from center of structure to center of structure. Actual pipe length is from structure wall to structure wall. Pipe slope is calculated using actual pipe length.

**BID ITEM 10803 - ROOT CUTTING**

**DESCRIPTION**

Work under this item shall include all costs associated root cutting as described in special provision Section 107.13 Tree Protection Specifications.

**METHOD OF MEASUREMENT**

Root Cutting shall be measured per each individual tree marked NRC on the plan.

## **BASIS OF PAYMENT**

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

## **BID ITEM 10911 - MOBILIZATION**

### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.

The Contractor is responsible for restoration of any damage to the site due to construction access.

### **METHOD OF MEASUREMENT**

Mobilization shall be paid as a lump sum.

## **BASIS OF PAYMENT**

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

## **BID ITEM 20101 – EXCAVATION CUT**

### **DESCRIPTION**

Work under this item shall include loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor shall be responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

**Excavation cut for existing asphalt removal has been calculated assuming the Contractor shall remove and dispose the existing 3" of asphalt pavement and existing 8" of existing crushed aggregate base. Pavement and aggregate depths are derived from soil boring information.**

Removal of the concrete gutter shall be under BID ITEM – 20322 REMOVE CONCRETE CURB AND GUTTER. Removal of concrete drive apron within the Fisher Street right-of-way shall be under BID ITEM 20323 – REMOVE CONCRETE SIDEWALK AND DRIVE. Removal of concrete sidewalk within the right-of-way shall be under BID ITEM 20323 – REMOVE CONCRETE SIDEWALK AND DRIVE.

Excess excavated material deemed unusable shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

Test rolling for undercut determination is required and incidental to this bid item.

The Contractor shall contact the Engineer to proof subgrade prior to paving.

**It is anticipated that 1071 cubic yards of subsoil shall be made available through Excavation Cut and 481 cubic yards of subsoil shall be distributed on-site through this bid item.** Excess excavated material shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be "open" during non-work hours.

See Attachment A for site soiling boring information.

#### **METHOD OF MEASUREMENT**

Excavation Cut shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 20217 – CLEAR STONE**

##### **DESCRIPTION**

Work under this item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE.

#### **BID ITEM 20219 – BREAKER RUN**

##### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install breaker run in undercut areas per BID ITEM 40321 – UNDERCUT. Quantities of this bid item may be increased, decreased or eliminated as determined by the Engineer after proof rolling pavement subgrade.

#### **BID ITEM 20221 - TOPSOIL**

##### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to place and distribute **six (6) inches** of topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

Stripped topsoil can be stockpiled on site within the construction fence boundary.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations. It is estimate that approximately 827 cubic yards of topsoil shall be made available for topsoil placement through topsoil stripping.

Excess topsoil shall be disposed offsite at a location to be determined by the Contractor at no additional charge to the City.

Contractor to note - the City of Madison Parks Division is to be called to inspect and approve the finish grade prior to seeding and mulching.

#### **BID ITEM 20303 – SAWCUT BITUMINOUS PAVEMENT**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to sawcut bituminous pavement per the City of Madison Standard Specifications for Public Works Construction as required for pavement patch installation per the City of Madison Patching Criteria. Information regarding the City of Madison Patching Criteria can be found at:

<http://www.cityofmadison.com/engineering/patchingCriteria.cfm>

#### **BID ITEM 20314 – REMOVE PIPE**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove pipe as indicated on the plans and the storm schedule. Excavation Cut and Backfill as specified in Section 203.2 (e) of the City of Madison Standard Specifications for Public Works Construction shall be considered incidental to this bid item.

#### **BID ITEM 20701 – TERRACE SEEDING**

##### **DESCRIPTION**

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material on all disturbed areas including areas damaged by construction activities, in accordance with Article 207 of the Standard Specifications. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the site.

Quantities listed in the proposal page includes seeding all areas within the disturbance limits with the exception of the bio-retention area, which shall be seeded with detention basin seed mix per BID ITEM 20705 – DETENTION BASIN SEEDING.

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions.

#### **BID ITEM 20705 – DETENTION BASIN SEEDING**

##### **DESCRIPTION**

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, and fertilizer for the proposed bio-retention area in accordance with Article 207 of the Standard Specifications.

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.



Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions.

#### **BID ITEM 21002 – EROSION CONTROL INSPECTION**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to perform and submit weekly and ½" rainfall erosion control inspections per Article 210 of the City of Madison Standard Specifications for Public Works Construction.

##### **METHOD OF MEASUREMENT**

Erosion Control Inspection shall be measured by each completed and approved online inspection submitted to the City of Madison Licenses and Permits portal.

##### **BASIS OF PAYMENT**

Erosion Control Inspection shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

#### **BID ITEM 21024 – SILT SOCK (12 INCH) - COMPLETE**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 12 inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

150 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

##### **METHOD OF MEASUREMENT**

Silt Sock (12 Inch) - Complete shall be measured per linear foot as described above.

##### **BASIS OF PAYMENT**

Silt Sock (12 Inch) - Complete shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

#### **BID ITEM 21061 - EROSION MATTING, CLASS I URBAN TYPE A**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to install Erosion Matting, Class I Urban Type A on all seeded disturbed areas as noted in the plans.

The Class and Type requirements match those of the Wisconsin Department of Transportation Product Acceptability List (PAL) nomenclature. Products listed in the PAL as Class I Urban Type A are all 100 percent biodegradable, and therefore do not need to be designated ORGANIC.

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

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

Erosion Matting, Class I Urban Type A shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the Engineer a manufacturer's recommended staple pattern for the type of matting installed.

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

#### **METHOD OF MEASUREMENT**

Erosion Matting, Class I Urban Type A shall be measured by the square yard quantity as listed in the proposal page without measurement thereof, not including run out and overlap.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 30201 – TYPE "A" CONCRETE CURB AND GUTTER**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type "A" concrete curb and gutter as defined in City of Madison Standard Specifications. The Contractor shall use the existing pavement edge along Fisher Street to form the edge of the curb.

If the pavement edge is damaged during curb and gutter construction, the Contractor shall repair the asphalt with a pavement patch as shown on plans and described in these special provisions. The Contractor shall be paid under bid items 20302, 40201, 40211 and 40301 for pavement patching.

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

#### **BID ITEM 30205 – TYPE "E" CONCRETE CURB AND GUTTER**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type "E" concrete curb and gutter as defined in City of Madison Standard Specifications.

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

### **BID ITEM 30207 – TYPE “H” CONCRETE CURB AND GUTTER**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “H” concrete curb and gutter as defined in City of Madison Standard Specifications.

Mower Access Curb and Gutter profile shall be per Standard Detail Drawing 3.07. Curb head and gutter shall be per Standard Detail Drawing 3.08, Type "H". Forming of Mower Access Curb and Gutter at the parking lot traffic circle shall be incidental to this bid item.

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

### **BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install 5" concrete as sidewalk locations as defined in City of Madison Standard Specifications.

The Contractor shall install 2" depth of crushed aggregate base with installation of 5" concrete. Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

### **BID ITEM 30302 – 7 INCH CONCRETE SIDEWALK**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install 7" concrete as sidewalk locations as defined in City of Madison Standard Specifications.

Concrete wash-out area shall be incidental to this bid item.

The Contractor shall install 6" depth of crushed aggregate base with installation of 7" concrete. Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

### **BID ITEM 30321 – CURB RAMP DETECTABLE WARNING FIELD**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install curb ramp detectable warning fields as defined in City of Madison Standard Specifications. Detectable Warning Field Panels shall be cast iron per ASTM A48 class 35B or Better. Detectable Warning Field Panels shall be ADA compliant.

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

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Crushed Aggregate Base Course Gradation No. 2 for asphalt, concrete pavement and curb.

The Contractor shall contact Dan Rodman at (608) 658-3087 at least 48 hours prior to proof subgrade elevations to verify grades prior to paving.

### **BID ITEM 40201 – HMA PAVEMENT, TYPE E-0.3**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install HMA Pavement, Type E-0.3 in accordance with the Standard Specifications for Public Works Construction.

The Contractor shall install 3.5" depth asphalt and 10" depth crushed aggregate base for the proposed parking lot.

The Contractor shall install 3" depth asphalt and 9" depth crushed aggregate base for proposed asphalt paths.

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

An additional 17 tons of HMA Pavement, Type E-0.3 has been included in the proposal quantity for potential pavement patching at Fisher Street. If pavement patching is not necessary, this quantity will be eliminated.

### **BID ITEM 40211 – TACK COAT**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install tack coat in accordance with the City of Madison Standard Specifications for Public Works Construction as required for pavement patch installation per the City of Madison Patching Criteria. Information regarding the City of Madison Patching Criteria can be found at:

<http://www.cityofmadison.com/engineering/patchingCriteria.cfm>

This item shall only be paid if the Engineer determines that the Contractor cannot use the existing pavement edge of Fisher Street to form new Type "A" Curb and Gutter.

### **BID ITEM 40301 – FULL WIDTH GRINDING**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor perform full width grinding in accordance with the City of Madison Standard Specifications for Public Works Construction as required for pavement patch installation per the City of Madison Patching Criteria. Information regarding the City of Madison Patching Criteria can be found at:

<http://www.cityofmadison.com/engineering/patchingCriteria.cfm>

This item shall only be paid if the Engineer determines that the Contractor cannot use the existing pavement edge of Fisher Street to form new Type "A" Curb and Gutter.

### **BID ITEM 90000 - 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 the linear foot quantity as listed in the proposal page without measurement thereof.

#### **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, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90001 – CONSTRUCTION SURVEYING AND STAKING**

##### **DESCRIPTION**

The Contractor shall be responsible for surveying and staking all lines and grades, contours and grade points, to the elevations shown on the plans or as field changes directed by the Engineer. An AutoCAD (.dwg) file will be provided upon request. The Contractor shall be responsible for configuring the file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison. The Contractor shall run a level circuit for the project in order to check for accuracy. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits.

The horizontal survey data is in Wisconsin County Coordinate System-Dane Zone, NAD83 (1997) datum. Vertical survey data has been referenced to NAVD 88.

**The Madison Parks Division will be checking accuracy of all staking in order to provide quality control. The Contractor shall contact City of Madison Parks Surveyor Dan Rodman at (608) 658-3087 at least 48 hours prior to proof all sub and finished grades.**

##### **METHOD OF MEASUREMENT**

Construction Surveying and Staking shall be measured as lump sum as completed in the field.

##### **BASIS OF PAYMENT**

Construction Surveying and Staking, as measured above shall be full compensation for all materials, labor and incidentals necessary to complete the work as described above.

## **BID ITEM 90002 – PARKING LOT STRIPING**

### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to paint new asphalt parking lot with pavement marking lines as shown on plan. All paint and marking shall conform to Part IV of the latest edition of the City of Madison Standard Specifications for Public Works Construction. Parking space lines shall be painted white, with a width of 4". Disabled parking pavement marking shall be painted white, with a width of 4".

### **METHOD OF MEASUREMENT**

Parking Lot Striping shall be measured lump sum.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90003 – TRAFFIC AND PARKING LOT SIGNS**

### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install:

- (1) stop sign, per Standard Specifications.
- (2) accessible stall parking signs, per Standard Specifications.
- (1) traffic circle sign (MUTCD R6-5P), with 'ONLY' supplemental sign (MUTCD E11-1A).

All signs shall be in accordance with the Wisconsin Manual on Uniform Traffic Control Devices and Wisconsin Department of Transportation Signing Guidelines Manual.

Precast footings for traffic signs located in lawn or planting bed areas shall be per Standard Detail Drawing 6.42.

Mounting for accessible stall signs located in concrete pavement shall be per Standard Detail 6.41.

Sign posts and hardware shall be per Standard Detail 6.43.

### **METHOD OF MEASUREMENT**

Traffic and Parking Lot Signs shall be measured per each individual sign as listed in the proposal page.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90004 – SALVAGE AND INSTALLATION OF EXISTING DRIVEWAY ENTRY GATE**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to salvage, store and reinstall the existing driveway gate. Support posts shall be direct bury in compacted

subgrade at the locations shown on the plans. Posts shall be plumb and gate crossbars shall be horizontal. The Contractor shall tighten, adjust and/or replace the existing gate hardware as needed to restore it to full working order. Removal and disposal of post concrete footings shall be incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Salvage and Installation of Existing Driveway Entry Gate shall be measured as lump sum for the completed work as describe above.

#### **BASIS OF PAYMENT**

Salvage and Installation of Existing Driveway Entry Gate shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90005 – SALVAGE AND INSTALLATION OF EXISTING FIELD SIGN**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to salvage, store and reinstall the existing field sign. The support post shall be direct bury in compacted subgrade at the location shown on the plans.

##### **METHOD OF MEASUREMENT**

Salvage and Installation of Existing Field Sign shall be measured as lump sum for the completed work as describe above.

##### **BASIS OF PAYMENT**

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

#### **BID ITEM 90006 – BICYCLE RACK**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install bicycle racks as shown on plans. The rack model shall be the SARIS 2451 Post and Ring Rack, in standard black power coat finish. The support post shall be surface mount per the manufacturer's installation instructions. All mounting hardware shall be stainless steel. Rack locations and spacing shall be as shown in the plans.

##### **METHOD OF MEASUREMENT**

Bicycle Rack shall be measured per each individual rack as listed in the proposal page.

##### **BASIS OF PAYMENT**

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

### **BID ITEM 90007 – PLANTING BED PREPARATION**

This bid item shall include the preparation of planting bed areas for new plants to be installed by other. Planting bed shall be excavated to a minimum depth of 18" below finish grade elevation. All construction debris and/or aggregate material shall be removed from excavated areas. Bottom of excavated areas shall be scarified, loosened and aerating to provide sufficient drainage into the existing subgrade.

The excavated area shall be backfilled per Section 209.5(a) of the Standard Specifications. Backfill material shall topsoil free of stones, sticks, trash roots or other debris larger than 3/4". Soil shall be placed in successive lifts no thicker than 6" and compacted with hand-operated equipment to a maximum dry density of 65 percent. Over compaction of backfill material shall be corrected by loosening fill through tilling or other means.

New planting beds shall have shovel edge in areas not bound by concrete curb.

Excavation, soil placement and shovel edging shall be incidental to this bid item.

### **METHOD OF MEASUREMENT**

Planting Bed Preparation shall be per square yard.

### **BASIS OF PAYMENT**

Planting Bed Preparation 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 90008 – PIPE BOLLARD**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install pipe bollards as shown on plans.

### **METHOD OF MEASUREMENT**

Pipe Bollard shall be measured per each individual bollard as listed in the proposal page.

### **BASIS OF PAYMENT**

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

### **BID ITEM 90009 – BIO-RETENTION BASIN**

### **DESCRIPTION**

This bid item shall include all work, materials, labor, tools, equipment, disposal, and incidentals required to construct the bio-retention basin, including perforated underdrain pipe, pea gravel, engineered fill, disposal of excavated material, provision and placement of all fill materials, and provision and placement of seeding.

The bio-retention area is approximately 880 square feet. This item does not include excavation of the bio-retention basin. Quantities for basin excavation have been included in Bid Item 20101 EXCAVATION CUT. Basin shall be constructed per detail on page U-101



Engineered soil shall be 70-85% prewashed coarse sand and 15-30% compost per Standard Specifications. It is estimated 44 cubic yards of engineered soil shall be required to complete the work

It is estimated 20 cubic yards of pea gravel shall be required to complete the work

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

Contractor shall protect completed bio-retention installation from sediment by placing silt sock at the perimeter of the depression as shown in the plans.

If fill or excavated material is to be stored overnight, or during a possible rain event, it shall either be covered or have the perimeter controlled with silt sock or silt fence. All control measures applied to stockpiled material shall be considered incidental to this bid item

Excavation of the bio-retention area shall be paid under BID ITEM 20101 – EXCAVATION CUT.

Bio-retention side slope and basin seeding shall be paid under BID ITEM 20705 – DETENTION BASIN SEEDING.

Electronic markers shall be paid under BID ITEM 50390 – SEWER ELECTRONIC MARKERS.

#### **METHOD OF MEASUREMENT**

Bio-retention Basin shall be measured lump sum.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 91000 – ADD ALTERNATE ASPHALT PATH**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install the proposed asphalt path as shown on plans.

All work shall be in accordance with Standard Specifications and the Special Provisions identified in the base bid work. Any significant adjustment during construction under the direction of the Engineer shall reference base bid unit costs for quantity changes.

The excavation quantities for Add Alternate Asphalt Path have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available.

The below estimated quantities are for Contractor reference with no measurement in the field.

#### **SILT SOCK**

It is estimated 460 linear feet of Silt Sock (12 inch) - Complete shall be required to complete the work.

## **EXCAVATION CUT**

Excavation Cut for the proposed asphalt path has been calculated assuming an excavation depth of 12" for the installation of 9" Crushed Aggregate Base Course 2 and 3" depth of HMA Pavement, Type-0.03.

It is estimated 802 cubic yards of subsoil material shall be excavated to complete the work.

It is estimated 147 cubic yards of subsoil material shall be placed to complete the work.

Excess subsoil material shall be disposed offsite at a location to be determined by the Contractor at no additional charge to the City.

## **CRUSHED AGGREGATE BASE COURSE GRADATION NO.2**

Crushed Aggregate Base Course Gradation No. 2 quantity has been calculated assuming base course will extend beyond the pavement edge on each side by 6" per plan detail.

It is estimated 583 tons of Crushed Aggregate Base Course Gradation No. 2 shall be required to complete the work.

## **HMA PAVEMENT, TYPE E-0.3**

HMA Pavement, Type E-0.3 quantity has been calculated assuming a per cubic yard weight of 2.16 ton.

It is estimated 187 tons of HMA Pavement, Type E-0.3 shall be required to complete the work.

## **TOPSOIL**

It is estimated 500 cubic yards of topsoil material shall be excavated to complete the work.

It is estimated 327 cubic yards of topsoil material shall be placed to complete the work.

It is estimated 1965 square yards of Topsoil shall be spread to complete the work.

## **TERRACE SEEDING**

It is estimated 1965 square yards of Terrace Seeding shall be required to complete the work.

## **EROSION MATTING, CLASS I URBAN TYPE A**

It is estimated 1965 square yards of Erosion Matting, Class I Urban Type A shall be required to complete the work.

## **METHOD OF MEASUREMENT**

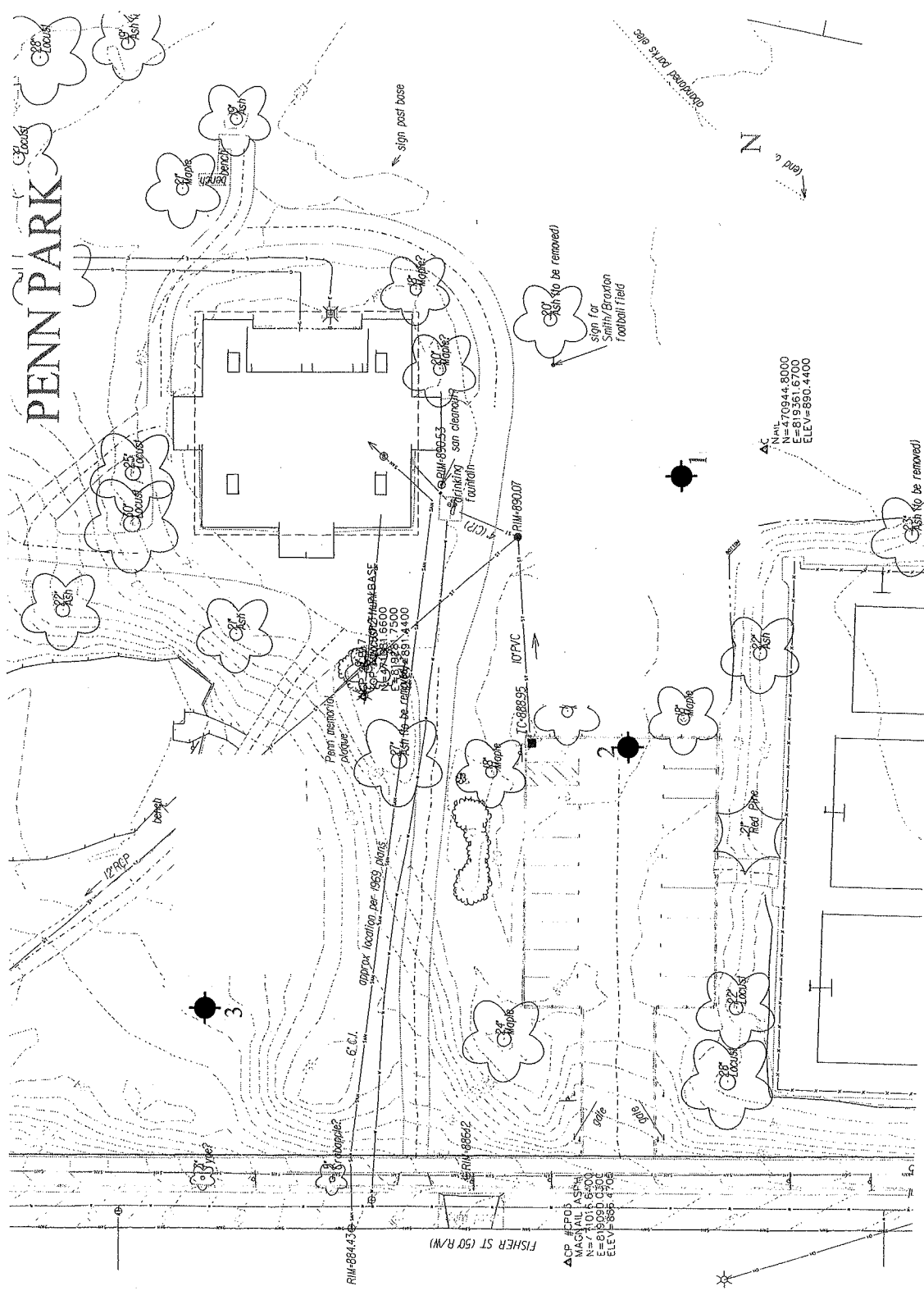
Add Alternate Asphalt Path shall be measured as lump sum as completed in the field.

## **BASIS OF PAYMENT**

Add Alternate Asphalt Path as measured above shall be full compensation for all materials, labor and incidentals necessary to complete the work as described above.

## **End of Section D: Special Provisions**

# Attachment A



## Legend

● Denotes Boring Location (approximate)

## Notes

1. Soil borings performed by Badger State Drilling in November 2016

## SOIL BORING LOCATION PLAN Penn Park Improvements Madison, Wisconsin

CGC, Inc.

C16051-26

Date: 11/16

APP'D: MNS

DWN: -



## LOG OF TEST BORING

Project Penn Park ImprovementsLocation Madison, WIBoring No. 1Surface Elevation (ft) 890±Job No. C16051-26Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES					
No.	Field Notes	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
							14 in. +/- TOPSOIL (OL)					
1		14	M	15			Medium Dense, Light Brown Fine SAND, Trace to Little Silt, Trace Gravel (SP/SP-SM)					
2		14	M	17			Occasional Thin (<4 in.) Seams Having Little to Some Silt					
					5							
3		14	M	14								
4		14	M	15								
					10							
5		16	M	19								
					15		End Boring at 15 ft					
							Borehole Backfilled with Bentonite Chips					
					20							
					25							

### WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling \_\_\_\_\_  
Time After Drilling \_\_\_\_\_  
Depth to Water \_\_\_\_\_  
Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 11/30/16 End 11/30/16  
Driller BSD Chief MC Rig CME-55  
Logger DD Editor ESF  
Drill Method 2.25" HSA; Automatic Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



## LOG OF TEST BORING

Project **Penn Park Improvements**Location **Madison, WI**Boring No. **2**Surface Elevation (ft) **889±**Job No. **C16051-26**Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement / 8 in. Base Course					
1		14	M	13	Medium Dense, Light Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
2		12	M	15						
					End Boring at 5 ft					
					Borehole Backfilled with Soil Cuttings and Asphalt Patch					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling ☒ NW Upon Completion of Drilling \_\_\_\_\_  
Time After Drilling \_\_\_\_\_  
Depth to Water \_\_\_\_\_  
Depth to Cave in \_\_\_\_\_

Start **11/30/16** End **11/30/16**  
Driller **BSD** Chief **MC** Rig **CME-55**  
Logger **DD** Editor **ESF**  
Drill Method **2.25" HSA; Automatic Hammer**

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



## LOG OF TEST BORING

Project Penn Park Improvements  
Location Madison, WI

Boring No. 3  
Surface Elevation (ft) 885±  
Job No. C16051-26  
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					8 in. +/- TOPSOIL (OL)					
1		10	M	8	Stiff, Brown Lean CLAY, Some Sand, Trace Gravel (CL) USDA: 10YR 4/3 Silty Clay Loam	(1.5)				
2		16	M	12	Medium Dense, Light Brown Fine SAND, Little Silt, Trace Gravel, Scattered Thin Silty Sand Seams (SP-SM) USDA: 10YR 6/3 Fine Sand, Scattered Sandy Loam Seams					
3		16	M	17						
4		16	M	18						
5		18	M	33	Dense, Brown Fine SAND, Little to Some Silt, Scattered Silty Sand Seams (SP-SM/SM) USDA: 10YR 6/4 Loamy Fine Sand, Scattered Sandy Loam Seams					
6		18	M/W	12	Medium Dense, Laminated Brown SILT and Lean CLAY (ML/CL) USDA: 10YR 5/4 Silt Loam and Silty Clay Loam					
					End Boring at 20 ft					
					Borehole Backfilled with Bentonite Chips					

### WATER LEVEL OBSERVATIONS

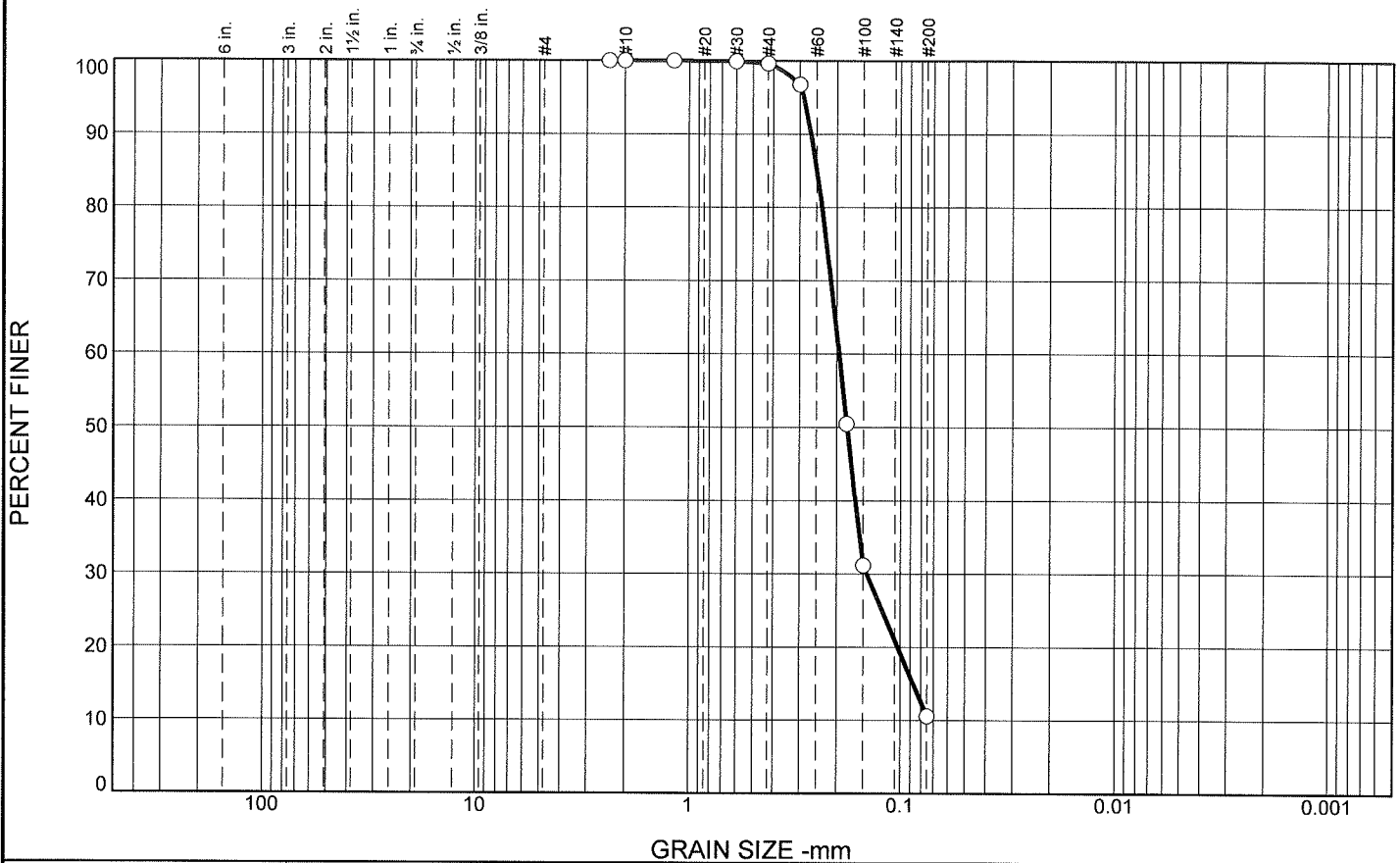
While Drilling ☒ NW Upon Completion of Drilling \_\_\_\_\_  
Time After Drilling \_\_\_\_\_  
Depth to Water \_\_\_\_\_  
Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 11/30/16 End 11/30/16  
Driller BSD Chief MC Rig CME-55  
Logger DD Editor ESF/DAS  
Drill Method 2.25" HSA; Automatic  
Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

# Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.3	89.1	10.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#8	100.0		
#10	100.0		
#16	100.0		
#30	100.0		
#40	99.7		
#50	96.8		
#80	50.5		
#100	31.1		
#200	10.6		

\* (no specification provided)

<b>Material Description</b>		
Brown Fine Sand, Little Silt		
<b>Atterberg Limits</b>		
PL=	LL=	PI=
<b>Coefficients</b>		
D <sub>90</sub> = 0.2663	D <sub>85</sub> = 0.2499	D <sub>60</sub> = 0.1956
D <sub>50</sub> = 0.1792	D <sub>30</sub> = 0.1443	D <sub>15</sub> = 0.0871
D <sub>10</sub> =	C <sub>u</sub> =	C <sub>c</sub> =
<b>Classification</b>		
USCS= SP-SM	AASHTO=	
<b>Remarks</b>		
Natural Moisture = 5.4%		
USDA: Fine Sand		

Sample Number: B-3, S-3+S-4

Date: 12/8/16

**CGC, Inc.**

Client: City of Madison - Parks Division

Project: Penn Park

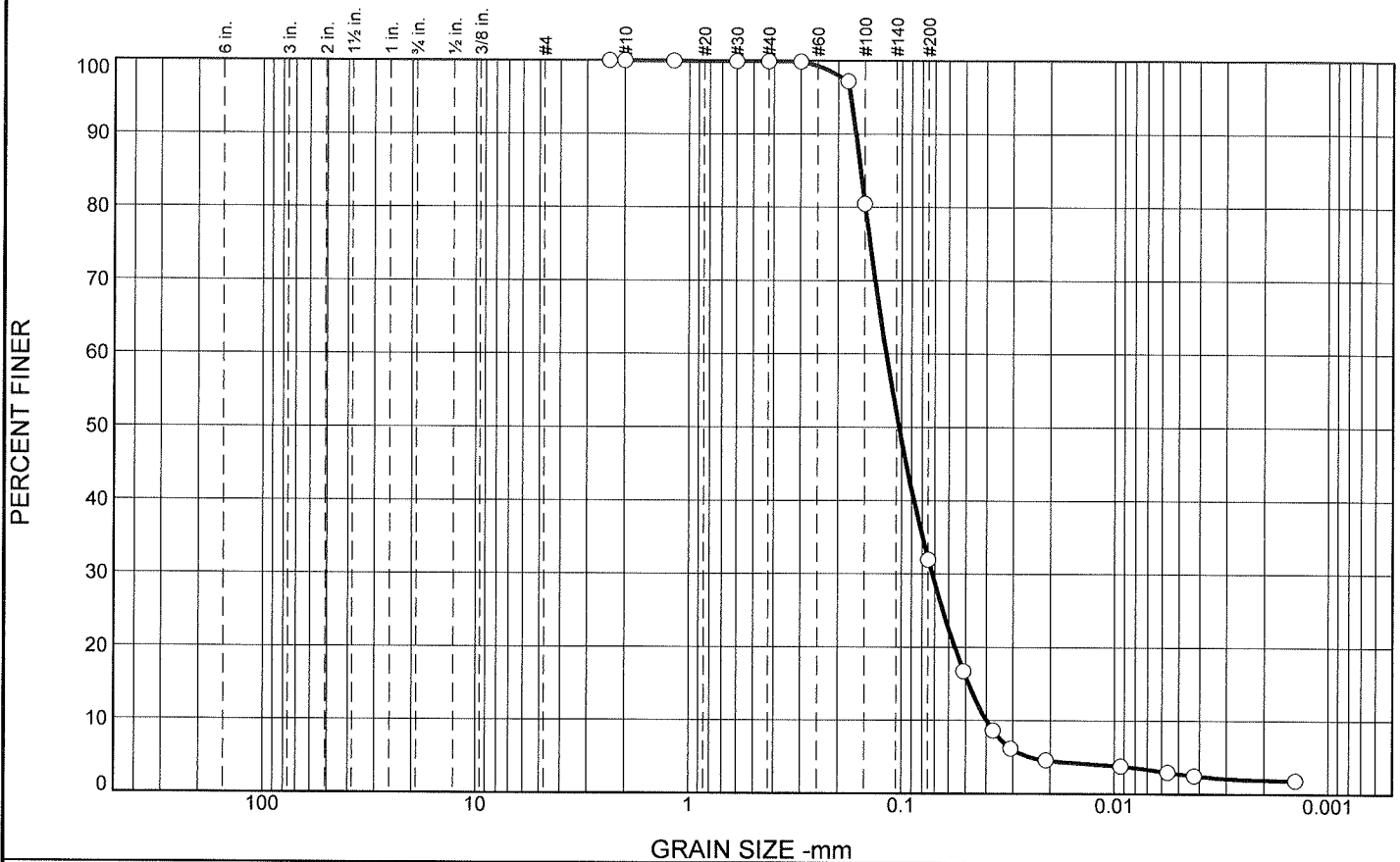
Project No: C16051-26

Figure

Tested By: DRW

Checked By: DAS

# Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.1	67.9	29.2	2.8

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#8	100.0		
#10	100.0		
#16	100.0		
#30	99.9		
#40	99.9		
#50	99.9		
#80	97.2		
#100	80.5		
#200	32.0		

\* (no specification provided)

## Material Description

Brown Fine Sand, Some Silt, Trace Clay

## Atterberg Limits

PL=

LL=

PI=

## Coefficients

D<sub>90</sub>= 0.1651

D<sub>85</sub>= 0.1570

D<sub>60</sub>= 0.1187

D<sub>50</sub>= 0.1033

D<sub>30</sub>= 0.0719

D<sub>15</sub>= 0.0484

D<sub>10</sub>= 0.0400

C<sub>u</sub>= 2.97

C<sub>c</sub>= 1.09

## Classification

USCS= SM

AASHTO=

## Remarks

Natural Moisture = 8.4%

USDA: Loamy Fine Sand

Sample Number: B-3, S-5

Date: 12/8/16

CGC, Inc.

Client: City of Madison - Parks Division

Project: Penn Park

Project No: C16051-26

Figure

Tested By: DRW

Checked By: DAS



## LOG OF TEST BORING

### General Notes

### DESCRIPTIVE SOIL CLASSIFICATION

#### Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders.....	Larger than 12" .....	Larger than 12"
Cobbles.....	3" to 12" .....	3" to 12"
Gravel: Coarse.....	¾" to 3" .....	¾" to 3"
Fine.....	4.76 mm to ¾" .....	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm .....	#10 to #4
Medium.....	0.42 to mm to 2.00 mm.....	#40 to #10
Fine.....	0.074 mm to 0.42 mm .....	#200 to #40
Silt.....	0.005 mm to 0.074 mm .....	Smaller than #200
Clay .....	Smaller than 0.005 mm .....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

#### General Terminology

##### Physical Characteristics

Color, moisture, grain shape, fineness, etc.

##### Major Constituents

Clay, silt, sand, gravel

##### Structure

Laminated, varved, fibrous, stratified, cemented, fissured, etc.

##### Geologic Origin

Glacial, alluvial, eolian, residual, etc.

#### Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

#### Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some .....	12% - 35%
And.....	35% - 50%

#### Consistency

Term	q <sub>u</sub> -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

#### Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

#### Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

## SYMBOLS

### Drilling and Sampling

CS – Continuous Sampling  
 RC – Rock Coring: Size AW, BW, NW, 2"W  
 RQD – Rock Quality Designation  
 RB – Rock Bit/Roller Bit  
 FT – Fish Tail  
 DC – Drove Casing  
 C – Casing: Size 2 ½", NW, 4", HW  
 CW – Clear Water  
 DM – Drilling Mud  
 HSA – Hollow Stem Auger  
 FA – Flight Auger  
 HA – Hand Auger  
 COA – Clean-Out Auger  
 SS - 2" Dia. Split-Barrel Sample  
 2ST – 2" Dia. Thin-Walled Tube Sample  
 3ST – 3" Dia. Thin-Walled Tube Sample  
 PT – 3" Dia. Piston Tube Sample  
 AS – Auger Sample  
 WS – Wash Sample  
 PTS – Peat Sample  
 PS – Pitcher Sample  
 NR – No Recovery  
 S – Sounding  
 PMT – Borehole Pressuremeter Test  
 VS – Vane Shear Test  
 WPT – Water Pressure Test

### Laboratory Tests

q<sub>a</sub> – Penetrometer Reading, tons/sq ft  
 q<sub>a</sub> – Unconfined Strength, tons/sq ft  
 W – Moisture Content, %  
 LL – Liquid Limit, %  
 PL – Plastic Limit, %  
 SL – Shrinkage Limit, %  
 LI – Loss on Ignition  
 D – Dry Unit Weight, lbs/cu ft  
 pH – Measure of Soil Alkalinity or Acidity  
 FS – Free Swell, %

### Water Level Measurement

▽ - Water Level at Time Shown  
 NW – No Water Encountered  
 WD – While Drilling  
 BCR – Before Casing Removal  
 ACR – After Casing Removal  
 CW – Cave and Wet  
 CM – Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

# CGC, Inc.

Madison - Milwaukee

## Unified Soil Classification System

### UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

#### COARSE-GRAINED SOILS

(more than 50% of material is larger than No. 200 sieve size)

##### Clean Gravels (Less than 5% fines)



GW

Well-graded gravels, gravel-sand mixtures, little or no fines



GP

Poorly-graded gravels, gravel-sand mixtures, little or no fines

##### Gravels with fines (More than 12% fines)



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

#### GRAVELS

More than 50% of coarse fraction larger than No. 4 sieve size

##### Clean Sands (Less than 5% fines)



SW

Well-graded sands, gravelly sands, little or no fines



SP

Poorly graded sands, gravelly sands, little or no fines

##### Sands with fines (More than 12% fines)



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

#### SANDS

50% or more of coarse fraction smaller than No. 4 sieve size

#### FINE-GRAINED SOILS

(50% or more of material is smaller than No. 200 sieve size.)

#### SILTS AND CLAYS

Liquid limit less than 50%



ML

Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity



CL

Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays



OL

Organic silts and organic silty clays of low plasticity

#### SILTS AND CLAYS

Liquid limit 50% or greater



MH

Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts

#### HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

### LABORATORY CLASSIFICATION CRITERIA

GW  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$  between 1 and 3

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4  
GC Atterberg limits above "A" line or P.I. greater than 7

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SW  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$  between 1 and 3

SP Not meeting all gradation requirements for GW

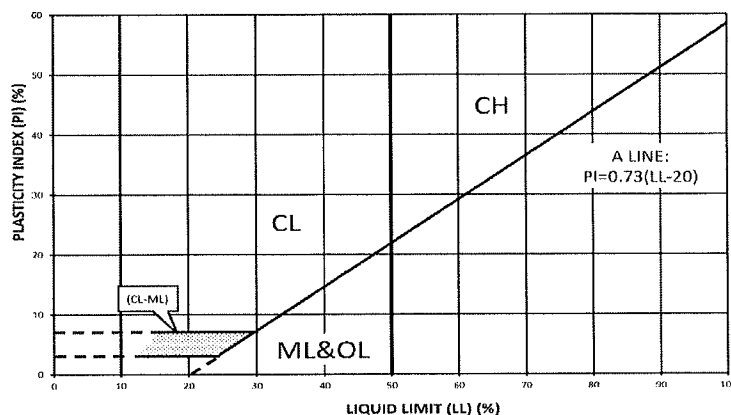
SM Atterberg limits below "A" line or P.I. less than 4  
SC Atterberg limits above "A" line with P.I. greater than 7

Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent ..... GW, GP, SW, SP  
More than 12 percent ..... GM, GC, SM, SC  
5 to 12 percent ..... Borderline cases requiring dual symbols

### PLASTICITY CHART



**Penn Park - Stormwater Infiltration Potential**  
**Project No. C16051-26**

We understand that a stormwater management area (infiltration and/or detention system) is planned in the northwestern part of the site near Boring 3. The soil conditions in this boring consisted of lower permeability silt and clay soils to approximately 3 ft below grade over more permeable fine sand with sandy loam seams and loamy fine sand with sandy loam seams, which is underlain near 17 ft below grade by lower permeability silt loam with silty clay loam seams to the bottom of the boring.

To improve infiltration layer of the sandy layer and break up potentially lower permeability seams, we recommend that the soils in the bottom of stormwater management areas and several feet below be loosened and turned over with an excavator bucket. Note that thicker silt or clay layers will require overexcavation and replacement with sandy soils with appropriate infiltration rate. The following parameters should be considered for design of infiltration features:

**Infiltration Potential:** The following infiltration parameters were estimated using Table 2 of the WDNR Conservation Practice Standard 1002, *Site Evaluation for Storm Water Infiltration*. The estimated infiltration rates are as follows:

• Silty clay loam (SiCL)	0.04 in./hr
• Silt loam with silty clay loam (SiL/SiCL)	0.04 in./hr
• Sandy loam (SL)	0.5 in./hr
• Fine sand with sandy loam seams (FS/SL)	0.5 in./hr
• Loamy fine sand with sandy loam seams (LFS/SL)	0.5 in./hr
• Loamy fine sand (LFS)	0.5 in./hr
• Fine Sand (FS)	0.5 in./hr

Note that the infiltration rates should be considered very approximate since they are merely based on soil texture and do not account for in-place soil density and other factors, which will affect the infiltration rate. We recommend that the soils at and several feet below the bottom of infiltration basins be checked by a geotechnical engineer or certified soil tester in conjunction with the basin designer to document that the soils are adequate for the design infiltration rate or recommend remedial measures, if necessary. The Wisconsin Department of Safety and Professional Services Soil Evaluation – Storm form for Boring 3 is attached.

**Groundwater:** Groundwater was not encountered in the borings to the maximum depths explored. Groundwater levels should be expected to fluctuate, as previously discussed.

**Bedrock:** Bedrock was not encountered in the borings, but the depth of bedrock should be expected to vary across the site.

During construction appropriate erosion control should be provided to prevent eroded soil from contaminating the stormwater management areas. Where appropriate, the stormwater design should include pretreatment to remove fine-grained soils (silt/clay) and clogging materials (oils and greases) from stormwater prior to entering the infiltration areas. Additionally, a regular maintenance plan should be developed to remove fine-grained and clogging materials that may accumulate in the bottom of the stormwater management area over time. Failure to adequately control fine-grained soils and clogging materials from entering the infiltration area or failure to regularly remove fine-grained soils and clogging materials that accumulate at the base of the stormwater infiltration system will likely cause the stormwater management system to fail. Refer to WDNR Conservation Practice Standards 1002, 1003 and 1004, as well as NR 151 for additional information.

# SOIL EVALUATION - STORM

in accordance with Comm 82.365 & 85, Wis. Adm. Code

Page 1 of 1

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and BM referenced to nearest road.

Please print all information.


Personal information you provide may be used for secondary purposes (Privacy Law, s.15.04 (1)(m)).

<b>Property Owner</b> City of Madison Parks Penn Park				<b>Property Location</b> Govt. Lot 1/4 1/4 S 35 T 07 N R 09 E Lot # Block # Subd. Name or CSM#			
<b>Property Owner's Mailing Address</b> 210 MLK JR BLVD RM 104							
<b>City</b> Madison	<b>State</b> WI	<b>Zip Code</b> 53703	<b>Phone Number</b>	<input checked="" type="checkbox"/> <b>City</b>	<input type="checkbox"/> <b>Village</b>	<input type="checkbox"/> <b>Town</b>	<b>Nearest Road</b> Madison 2101 Fisher Street

<b>Drainage area</b> _____ <input type="checkbox"/> sq. ft. <input type="checkbox"/> acres <b>Optional:</b> <b>Test Site Suitable for (check all that apply)</b> <input type="checkbox"/> Irrigation <input type="checkbox"/> Bioretention trench <input type="checkbox"/> Trench(es) <input type="checkbox"/> Rain Garden <input type="checkbox"/> Grassed Swale <input type="checkbox"/> Reuse <input type="checkbox"/> Infiltration trench <input type="checkbox"/> SDS (>15' wide) <input type="checkbox"/> Other _____	<b>Hydraulic Application Test Method</b> <input checked="" type="checkbox"/> Morphological Evaluation <input type="checkbox"/> Double-Ring Infiltrometer <input type="checkbox"/> Other (Specify) _____
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3	Obs. #	<input checked="" type="checkbox"/> Boring <input type="checkbox"/> Pit	Ground Surface Elev. 885 ft	Depth to limiting factor >180 in.	<b>Hydraulic App. Rate</b> Inches/Hr				
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	Inches/Hr
1	0 - 8		Topsoil (no sample collected)		-	-	as	-	-
2	8 - 36	10 YR 4/3	None	SiCL	2msbk	mfr	gs	<5	0.04
3	36 - 150	10 YR 6/3	None	FS/SL	0sg	ml	gs	<5	0.5
4	150 - 204	10 YR 6/4	None	LFS/SL	0sg	ml	gs	<5	0.5
5	204 - 240	10 YR 5/4	None	SiL/SiCL	2fpl	mfi		<5	0.04

	Obs. #	<input type="checkbox"/> Boring <input type="checkbox"/> Pit	Ground Surface Elev. _____ ft	Depth to limiting factor _____ in.	<b>Hydraulic App. Rate</b> Inches/Hr				
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	Inches/Hr

<b>CST/PSS Name (Please Print)</b> DAVID A STAAB		<b>Signature</b> 	<b>CST/PSS Number</b> 1042602
<b>Address</b> 641 PIPER DRIVE, MADISON, WI		<b>Date Evaluation Conducted</b> 12/5/2016	<b>Telephone Number</b> 608/279-4530

SBD-10793 (R.1/05)

## APPENDIX C

### DOCUMENT QUALIFICATIONS

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#### I. GENERAL RECOMMENDATIONS/LIMITATIONS

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CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

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#### II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

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Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

##### READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

##### A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

##### SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

##### MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most

effective method of managing the risks associated with unanticipated conditions.

#### **A REPORT'S RECOMMENDATIONS ARE NOT FINAL**

Do not over-rely on the confirmation-dependent recommendations included in your report. *Those confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

#### **A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

#### **DO NOT REDRAW THE ENGINEER'S LOGS**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

#### **GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE**

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

#### **READ RESPONSIBILITY PROVISIONS CLOSELY**

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

#### **ENVIRONMENTAL CONCERNS ARE NOT COVERED**

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

#### **OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

#### **RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE**

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council  
of the Geoprofessional Business Association  
8811 Colesville Road, Suite G 106  
Silver Spring, MD 20910

Michael N. Schultz, P.E.  
President - CGC, Inc.

At your request, CGC conducted three soil borings in Penn Park. Boring 1 was done in the area of a future restroom/concession building, Boring 2 where pavement reconstruction is planned, and Boring 3 for stormwater infiltration feature implementation. The soil borings were performed by Badger State Drilling (under subcontract to CGC) on November 30, 2016 at locations selected by City of Madison personnel (location map attached) and field-staked by CGC. The soil conditions at B-1 and B-2 were similar below the surficial 14-in. of topsoil at B-1 and 11-in. of pavement at B-2 (involving 3-in. asphalt over 8-in. base course) and consisted of medium dense sands. Boring 3 conditions were more varied below the 8-in. of topsoil and involved stiff clay, over medium dense to dense sand, followed by medium dense laminated silt/clay. Groundwater was not observed within the observed depths during or shortly after drilling. Please refer to the attached soil boring logs for additional information.

In our opinion, the observed soils at B-1 are acceptable for foundation support for the proposed restroom/concession building. Footings should be constructed at a minimum depth of 4 ft for frost protection, which results in the bearing soils being medium dense sands. We recommend a maximum design soil bearing pressure of 3000 psf be utilized to size foundations, but foundations should be a minimum of 18-in. wide for strip footings and 30-in. square for column pads. Footing subgrades should be cut with a smooth-edged backhoe bucket and soil subgrades recompacted before concrete placement. Any loose sands should be densified to a minimum 95% based on modified Proctor methods (ASTM D1557). Provided our recommendations are followed, we anticipate that potential settlement will not exceed typical tolerable levels of 1-in. total and 0.5-in. differential. Regarding the structure's floor slab, the on-site recompacted sands are acceptable for support and the slab can be designed assuming a subgrade modulus of 100 pci. Bedding material should be placed below the floor slab involving 4 to 6-in. of granular soils having a P200 content of less than 5%.

The soils observed near B-2 are acceptable for pavement support if they are proof-rolled and recompacted prior to new base course placement. Loose or soft areas should be removed and replaced with additional compacted base course (or larger stone such as 3-in. dense graded base) to achieve stability. We recommend the pavement section consist of 3-in. of asphalt over 8-in. of base course, which matches what presently exists. Additional details regarding pavement and/or floor slab design from a geotechnical perspective can be provided upon request.

Regarding the soils near B-3 where a stormwater feature is planned, we have summarized our opinions in an attachment, along with the WI Dept of Safety and Professional Services Soil Evaluation – Storm Form. Two gradations of the sands in that area are also attached for your review.

We trust this brief report addresses your present needs. Please contact CGC if we can be of further service or should questions develop upon review of this submittal. Information

regarding limitations pertaining to opinions presented in this submittal is attached. Thank you.

Michael N. Schultz, P.E.  
President - CGC, Inc.  
2921 Perry St.  
Madison, WI 53713  
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Fax: 608-288-7887  
Cell: 608-712-0571  
Web Site: [www.cgcinc.net](http://www.cgcinc.net)



## SECTION E: BIDDERS ACKNOWLEDGEMENT

### PENN PARK PARKING LOT AND SITE IMPROVEMENTS CONTRACT NO. 7933

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 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**  
**PENN PARK PARKING LOT AND SITE IMPROVEMENTS**  
**CONTRACT NO. 7933**

**Best Value Contracting**

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

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

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

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

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

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

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

## **SECTION G: BID BOND**

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

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

### **PENN PARK PARKING LOT AND SITE IMPROVEMENTS CONTRACT NO. 7933**

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 <div>City of Madison, Wisconsin</div>

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

---

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:

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2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **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.

**PENN PARK PARKING LOT AND SITE IMPROVEMENTS  
CONTRACT NO. 7933**

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

Countersigned:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk Date

## SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal  
☐ Salary Employee ☐ Commission

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Attorney-in-Fact

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