

BID OF _____

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET
ASSESSMENT DISTRICT - 2017**

CONTRACT NO. 7843

MUNIS NO. 11461

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>

**RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET
ASSESSMENT DISTRICT – 2017
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This Proposal, and Agreement have
been prepared by:

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



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

RFP: az

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:	Ronald Reagan Avenue, John Wall Drive and Merchant Street Assessment District - 2017
CONTRACT NO.:	7843
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	February 2, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	February 1, 2018
BID SUBMISSION (2:00 P.M.)	February 8, 2018
BID OPEN (2:30 P.M.)	February 8, 2018
PUBLISHED IN WSJ	January 25 & February 1, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. 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.

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

**RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7843**

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

_____ of
Company certify that the information

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Witness' Signature

Bidder's Signature

Date

**RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET
ASSESSMENT DISTRICT – 2017
CONTRACT NO. 7843**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7843

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, site preparation/mass grading, installation of sanitary sewer, water main, storm sewer, base preparation, curb and gutter, driveway aprons, sidewalk and asphalt pavement.

The project is located the southeast corner of Stoughton Road and Hoepker Road. Ronald Reagan Avenue will connect to Hoepker Road just west of address 4173 Hoepker Road and Merchant Street. The project is approximately 2000 ft. in length. John Wall Drive will connect Ronald Reagan Avenue and Manufacturers Drive. The project is approximately 1230 ft. in length.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan, and the restoration and erosion control requirements.

The Contractor shall use care around existing trees, plantings and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

St. John Properties is developing the Hoepker Center, LLC property. The contact is Dustin Atkielski (608) 223-0100. St. John Properties is planning construction activities on their property and Lot 2. St John Properties will be moving topsoil from their property and storing it on Lot 2. The street Contractor shall coordinate with St. Properties and their Contractor on the timeline for construction activities and maintain access to their property and Lot 2.

Greywolf Partners, Inc. is in the process of purchasing and developing Lots 34, 21, 33, 22, 32 and 23. The contact is Doug Geurts (414) 292-2333. The street Contractor shall coordinate with Greywolf Partners, Inc. and their Contractor on the timeline for construction activities and maintain access to Lots 34, 21, 33, 22, 32 and 23.

HSA Commercial Real Estate is in the process of purchasing and developing Lot 3. The contact is Eric Ogden (312) 332-3555. It is expected that this work will begin August 15, 2018 and continue through and beyond the duration of the street construction contract. The street Contractor shall coordinate with HSA and their Contractor on the timeline for construction activities on their property.

Lee & Associates Commercial Real Estate Services is in the process of purchasing and developing Lot 4. The contact is Todd Waller (608) 327-4001. The street Contractor shall coordinate with Lee & Associates and their Contractor on the timeline for construction activities and maintain access to their property.

Stream's Edge Properties is developing Lots 31, 24, 30, 25, 29 and 26. The contact is Anthony Rocco (937) 264-4060. Stream's Edge Properties is planning construction activities on their property adjacent to the street construction project.

A grading easement has been established along Ronald Reagan Avenue for the Contractor to complete grading work on the Hoepker Center, LLC property and City of Madison Lot 2. Lot 3, 4, 34 and 21 are currently owned by the City of Madison. If at any point after the Ronald Reagan Avenue and John Wall Drive construction contract advertisement any of the Lots are sold, temporary limited easements have been established in the purchase agreements for the properties to allow the Contractor access to complete street work.

Schoep's Ice Cream (6801 Manufacturers Drive) has 1 commercial entrance which is off Manufacturers Drive and has semi-truck deliveries 6-days a week throughout business hours. Prior to the sanitary sewer and the water main connection from John Wall Drive to Manufacturers Drive, Schoep's Ice Cream requires a 2-week notice prior to the start of work. To minimize disturbance to the driveway entrance, the Contractor is required to complete the work on a Saturday and/or Sunday. The Schoep's Ice Cream contact is Jeff Asselin, (608) 245-4130, jasselin@schoeps.us.

The Contractor shall maintain access to all properties along the project area at all times. This includes local residents, businesses, mail delivery, garbage/recycling pickup and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times. When closing an entrance to a property with an alternate entrance, the Contractor shall provide a minimum of 48 hours' notice.

Work in this contract will require utility relocations to install the new water main, sanitary and storm sewer main, base course, curb and gutter and sidewalk. AT&T has underground and overhead facilities within the project limits. MG&E has underground electric and gas main facilities within the project limits. It will be the responsibility of the Contractor to work with AT&T and MG&E to resolve conflicts during the construction process and provide working area for installation of new facilities.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 30 W. Mifflin St. Suite 900, 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 Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

A Detour Plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. Provided detour plans shall be implemented during weekend closures.

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "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.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Work shall be phased on the project so that there is no work on Hoepker Road that requires lane closures unless Manufacturers Drive is open to two-way through traffic on a hard surface. Additionally, work shall be phased so that there is no work on Manufacturers Drive that requires lane closures unless Hoepker Road is open to two-way through traffic on a hard surface.

Manufacturers Drive

The Contractor shall maintain one (1) lane in each direction of at least eleven (11) feet of width on a hard surface on Manufacturers Drive at all times. Contractor is allowed two (2) weekend full closures to complete work at the Manufacturers Drive/John Wall Drive intersection; weekend closures cannot coincide with closures on Hoepker Road.

Construction of the storm sewer pipe and manhole 350 feet north of Merchant street on Manufacturers Drive shall be done so that at least one (1) lane of at least eleven (11) feet of width is open to traffic on a hard surface. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available. Travel lane closures shall only occur on weekdays between 8:30 a.m. and 4:00 p.m. Contractor is allowed five (5) weekday lane closures prior to 8:30 a.m.

on Hoepker Road. Roadway shall be open to two-way traffic with a lane in each direction during non-working hours.

Hoepker Road

Construction shall be done so that at least one (1) lane of at least eleven (11) feet of width is open to traffic on a hard surface. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available. Travel lane closures shall only occur on weekdays between 8:30 a.m. and 4:00 p.m. Contractor is allowed one (1) weekday lane closure prior to 8:30 a.m. on Hoepker Road. Roadway shall be open to two-way traffic with a lane in each direction during non-working hours. Contractor is allowed two (2) weekend full closures to complete work on Hoepker Road; weekend closures cannot coincide with full closures on Manufacturers Drive.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT SDD 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin SDD 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer. Contractor must place portable message boards 7 days in advance of any closures on Hoepker Road and Manufacturers Drive. Message boards shall read:

“Road
Work
Begins

Day of Week
Month Date”

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor may use drums as a channelizing device to separate traffic from work zone.

Local and emergency vehicle access shall be maintained to all properties at all times.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses on Manufacturers Drive, Merchant Street and Hoepker Road 48 hours before any work is done that would obstruct their driveways.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The Contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.
http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor shall be billed for the reinstallation of, and any damage to, the signing equipment. The Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The Contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, City of Madison Traffic Engineering, at 266-5987 or SMalloy@cityofmadison.com for questions on this spec.

SECTION 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit and has submitted a DNR Water Resources Application for Project Permit (WRAPP), formerly known as Notice of Intent (NOI), to obtain coverage under a Construction Site General Permit.

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

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

project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **APRIL 2, 2018**. The total time for completion of this contract is **ONE HUNDRED EIGHTY-TWO (182) CALENDAR DAYS**.

The Contractor shall complete the sanitary sewer removal on Lot 3 **45 DAYS** after the work start letter is issued.

The Contractor shall complete the drainage ditch excavation, mass grading, sanitary sewer installation and storm sewer removal/installation on Lot 3 by **AUGUST 14, 2018**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

BID ITEM 20101 – EXCAVATION CUT
BID ITEM 20202 – FILL BORROW

DESCRIPTION

Work under this item shall include all excavation and fill required for the street, drainage ditch, Lots 3 and 4, the removal of the existing asphalt, base course electric, gas and telecommunication lines (including pedestals and valves) on Merchant Street shown on the cross sections as well as within the grading limits shown on the plans. The removal of curb & gutter, sidewalk, sanitary sewer, water main, storm sewer and street light poles are paid separately. The plan quantity for excavation includes all necessary topsoil stripping under the new streets, drainage ditch, Lots 3 and 4 and in fill areas. Reusing material from on-site shall be considered incidental to Excavation Cut. These items shall be in accordance with Article 201 and 202 of the Standard Specifications.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of the earthwork quantities (unadjusted) is as follows:

Total Topsoil Stripping (assume 18” depth across entire site).....	67,800 CY

Excavation Cut (RR Ave, JW Dr per cross sections).....	13,250 CY
Usable Material: 1,000 CY	
Estimated Undercut (Waste Material): 2,250 CY	
Topsoil Stripping: 10,000 CY	
Excavation Cut (Lot 3 per cross sections).....	20,350 CY
Usable Material: 2,250 CY	
Topsoil Stripping: 18,100 CY	
Excavation Cut (Lot 4 per cross sections).....	55,450 CY
Usable Material: 12,750 CY	
Merchant Street Removal (Waste Material): 3,000 CY	
Topsoil Stripping: 39,700 CY	
Total Unclassified Excavation (Paid Under Item 20101).....	89,050 CY

Total Excavation Cut Available.....16,000 CY

Fill Borrow Available On-site.....16,000 CY

Fill Borrow (RR Ave, JW Dr per cross sections).....9,300 CY
Breaker Run Undercut (RR Ave, JW Dr per cross sections, Paid Under Item 20219).....4,900 Ton
Fill Borrow (Lot 3).....43,468 CY
Fill Borrow (Lot 4).....65,202 CY
Total Fill Borrow Imported from Off-site (Paid Under Item 20202).....117,970 CY

The placement of Select Fill, fill on-site and Topsoil have been subtracted from the total Fill Borrow quantity to determine Fill Borrow pay plan quantity imported from off-site.

It is assumed that 50% of Ronald Regan Avenue and John Wall Drive will have to be undercut and that material will be wasted. The Contractor shall place breaker run in the undercut areas.

Lot 3 is owned by the City of Madison. If at any time after the Ronald Regan Avenue and John Wall Drive construction contract advertisement Lot 3 is sold, the mass grading work for Lot 3 may be removed from the construction contract except for the drainage swale grading within the property. The Contractor shall grade Ronald Reagan Avenue at a 4:1 slope from the R/W to the existing grade along Lot 3. There shall be no additional compensation to the Contractor for the reduction of scope in the construction contract. The summary below is the mass grading quantities for Lot 3 if it is removed from the contract.

Excavation Cut (Lot 3 per cross sections incl. topsoil, amount to be removed).....14,525 CY
Excavation Cut (Lot 3 to remain for drainage ditch).....5,825 CY
 Usable Material: 2,250 CY
 Topsoil Stripping: 3,575 CY

Fill Borrow (Lot 3, amount to be removed).....41,268 CY
Fill Borrow (Lot 3, amount to remain for drainage ditch and RR Ave Side Slopes).....2,200 CY

The fill placed on Lots 3 and 4 shall meet the requirements of Article 202 Subsection 202.3(b) Standard Compaction in the City of Madison Standard Specifications.

Greywolf Partners, Inc. is in the process of purchasing and developing Lots 34, 21, 33, 22, 32 and 23. The contact is Doug Geurts (414) 292-2333. Greywolf Partners, Inc. has indicated that fill may be available from their development to be used for the street construction project. The street Contractor shall contact Greywolf Partners for more information.

Stream's Edge Properties is developing Lots 31, 24, 30, 25, 29 and 26. The contact is Anthony Rocco (937) 264-4060. Stream's Edge Properties has indicated that fill may be available from their development to be used for the street construction project. The street Contractor shall contact Greywolf Partners for more information.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. The Contractor shall be responsible for all hauling of excess and/or unsuitable material generated on site, which shall be considered incidental to the 20101 bid item. Contractor shall comply with all laws and permit conditions for off-site disposal.

METHOD OF MEASUREMENT

The pay quantity for Excavation Cut will be the sum of the quantity for “unclassified excavation”. Undercut (or EBS Excavation below Subgrade) is estimated at 50% of the total street area to a depth of 12 inches.

The plan quantity of fill required to build the project shall be paid uniformly, regardless of whether the fill is derived from on-site excavation, or imported to the site.

The quantity of unclassified excavation to be paid for as Excavation Cut and Fill Borrow shall be as set forth above without measurement thereof.

BASIS OF PAYMENT

The contract price for Excavation Cut and Fill Borrow shall be payment in full for these items as set forth above and as described in Article 201 and 202, including excavation, compaction of the subgrade, placement of fill, and disposal of excess or unsuitable materials.

BID ITEM 20204 – SELECT FILL

DESCRIPTION

Select Fill shall be placed in all fill areas under the new roadway, extended down at a 1:1 slope from the bottom of the base, including any backfill areas where topsoil was stripped. The Contractor shall use suitable material (meets all requirements of the Standard Specifications for Select Fill) from excavated areas on site before hauling in additional Select Fill material. Reusing material from on-site shall be considered incidental to Excavation Cut.

Select Fill (RR Ave, JW Dr per cross sections, Paid Under Item 20204).....14,000 Ton

The select fill placed in fill areas under the pavement, curb and gutter and sidewalk for Ronald Reagan Avenue and John Wall Drive shall meet the requirements of Article 202 Subsection 202.3(c) Special Compaction in the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Select Fill will be measured by the Ton of material placed.

BASIS OF PAYMENT

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

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. The Contractor may reuse stripped topsoil from on site for restoration of disturbed areas as indicated on the plans or as directed by the engineer. All topsoil material must meet the requirements of the Standard Specifications, including topsoil that is reused from

on site, and it shall be free of any vegetation and free of any large rocks or gravel. If the Contractor elects to reuse stripped topsoil, the on-site topsoil stockpile may need to be protected with erosion control measures, as determined by the engineer, until placed.

The topsoil stockpile may be placed temporarily on-site. The Contractor shall place 6” of topsoil in the terrace and between the sidewalk and R/W along Ronald Reagan Avenue and John Wall Drive. 6” of topsoil shall also be placed in the drainage ditch after grading is complete. Topsoil does not have to be spread across Lots 3 and 4 after grading is complete; instead topsoil shall be permanently stockpiled on Lots 3 and 4 for future use on those Lots. The specified amount of topsoil to be stockpiled on Lots 3 and 4 is noted below. The Lot 3 stockpile shall be placed on the south end of the Lot. The Lot 4 stockpile shall be placed in the southeast corner of the Lot. Temporary seeding shall be placed on fill material on Lots 3 and 4. After the project is complete, the Contractor shall haul away the excess topsoil.

Any necessary erosion control to protect stockpiles of topsoil on site will be considered incidental to this item. Topsoil, regardless of origination of the material, will be measured and paid according to the Standard Specifications. Areas disturbed outside the slope intercept is the responsibly of the Contractor with no additional cost to the project.

Reused Topsoil (RR Ave & JW Dr & Drainage Ditch).....	21,500 SY
Reused Topsoil (Lot 3).....	9,050 SY
Reused Topsoil (Lot 4).....	21,350 SY

METHOD OF MEASUREMENT

Topsoil will be measured by the Square Yard of material placed.

BASIS OF PAYMENT

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

BID ITEM 20406 – CLEARING
BID ITEM 20409 – GRUBBING

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove and collect all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor, mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels. Sweepers used on to meet the requirements of this specification shall have the ability to collect debris, and pre-wet the pavement. Pre-wetting may be accomplished by a separate piece of equipment at the contractor's option. Equipment that simply brooms material into the air or directs it toward the terrace without physical collection of material shall not be considered adequate.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The Contractor shall have forty-eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty-eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty-four (24) hour period that passes after the initial forty-eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time, then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

SECTION 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Fadi El Musa. He may be contacted at (608) 243-5214 or felmusagonzalez@cityofmadison.com.

SANITARY SEWER GENERAL

This project consists of the installation of 1821' of 8" diameter ASTM D3034 SDR-26, 2055' of 10" diameter ASTM D3034 SDR-26, and 893' of sanitary lateral ASTM D3034 SDR-26. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project.

With this sewer main being new construction, sewer lateral wyes are considered to be part of the sewer main. Sanitary sewer lateral connections to the new sewer main will not be paid for as a reconnect. Sewer lateral connections to new sanitary sewer access structures will be incidental to the installation of the structure and will not be paid as a Sanitary Sewer Tap.

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 2696 feet of new storm sewer of various sizes ranging from 12" to 48".

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

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

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.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 26)

Sewer lateral length will be the entire length of the sewer lateral installed. The wye connection to the sewer main is considered part of the sewer main. Location of the sewer laterals may change if the City sells properties and developers indicate that there is a preference for a different location. Any risers installed as a result of the developer requesting a shallower lateral shall be considered incidental to the sanitary lateral bid item.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

BID ITEM 90050 – 53” x 83” RCB ASTM C-1433 135 DEGREES PRECAST BEND

DESCRIPTION

Where shown on the drawings, the Contractor shall provide an 53” x 83” RCB 135 Degree Precast Bend that meets ASTM C-1433 specifications. Field poured bends will not be an approved alternative for this bid item.

Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. The collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

53” x 83” RCB ASTM C-1433 135 Degrees Precast Bend shall be measured as each for the individual or multiple precast bend sections that are provided to the job site. Payment for installation is under bid item 50426.

BASIS OF PAYMENT

53” x 83” RCB ASTM C-1433 135 Degrees Precast Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary to provide the material to the job site.

BID ITEM 90051 – 53” x 83” RCB ASTM C-1433 116 DEGREES PRECAST BEND

DESCRIPTION

Where shown on the drawings, the Contractor shall provide an 53” x 83” RCB 116 Degree Precast Bend that meets ASTM C-1433 specifications. Field poured bends will not be an approved alternative for this bid item.

Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. The collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

53” x 83” RCB ASTM C-1433 116 Degrees Precast Bend shall be measured as each for the individual or multiple precast bend sections that are provided to the job site. Payment for installation is under bid item 50426.

BASIS OF PAYMENT

53” x 83” RCB ASTM C-1433 116 Degrees Precast Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary to provide the material to the job site.

BID ITEM 90052 – 11’ x 7’ STORM SAS

DESCRIPTION

Work under this item includes the construction of a new 11’ x 7’ field poured storm structure, providing and installing 1 (1) casting (R-1550-0054), setting and adjustment of the casting to the grade as called out in the plan set or as directed in the field. The 11’ x 7’ field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness increased to 10” in vertical thickness.
- b. Roof reinforcement shall be #6 bars, 6” centered in both directions with approximately 3” clear from edge of roof.
- c. #4 Diagonal (45 degree) bars shall be provided around the cutouts for the SAS casting on the structure.
- d. Long bars shall be centered 3” above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12” centers in both directions.
- f. Floor thickness shall be 10”.

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction latest edition.

METHOD OF MEASUREMENT

11' x 7' Storm SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including the castings; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of storm sewer access structure.

BASIS OF PAYMENT

11' x 7' Storm SAS shall be measured as described above and paid at the contract price, which shall be full compensation for all work, materials, and incidentals to complete the work in accordance with the description.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing ductile iron water main and fittings on John Wall Drive and Ronald Reagan Avenue within the project limits. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

The project also includes abandoning and removing the existing water main on the portion Merchant Street that is to be abandoned. The removal extends from the water main cut-in at the intersection of Merchant Street and Ronald Reagan Avenue to the north dead end of Merchant Street. The removal includes the existing water main and fittings, services, valves and hydrants and shall be paid under special Bid Item 90030.

Water Main Installation Sequencing Requirements:

The water main on Ronald Reagan Ave between Merchant Street and Hoepker Road must be installed and put into service before the connection to Manufacturers Drive at John Wall is made. The water main on Manufacturers Drive is the sole feed to all mains to the north. Without the Ronald Reagan Avenue connection, closing an isolation valve on Manufacturer's drive would shut down large sections of mains to the north.

Water Service Outage Special Notification Requirements:

Provide a minimum of one calendar-week notification prior to all water service outages to Schoep's Ice Cream, Inc., located at 6801 Manufacturers Drive. Contact Schoep's Project Manager Jeff Asselin at (608) 245-4130 to provide notification of service outages.

Take all necessary precautions to protect newly installed main as well as the existing Madison Water Utility system and ensure its proper functioning during construction.

View the sites prior to bidding and become familiar with existing conditions and utilities.

SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- | | |
|-------|---|
| WN1 | Replace the existing lead service with a new copper service. |
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |
| WN4 | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5 | Relocate the existing fire hydrant. |
| WN6 | Abandon water valve access structure. |
| WN7 | Furnish and install the new top section for the water access structure. |
| WN8 | Abandon the valve box. |
| WN9 | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral. |
| WN10 | Remove and salvage existing hydrant. |
| WN11 | Replace the existing copper service with a new copper service. |
| WN20+ | See Water Impact Plan for connection point isolation and water shut-off notification information. |

BID ITEM 90030 – REMOVE EXISTING WATER MAIN & APPURTENANCES

DESCRIPTION

Work under this item shall include all labor (including but not limited to excavation and backfilling, and removal, salvaging and disposal of existing materials), materials, equipment and incidentals required to abandon the existing water main and appurtenances as shown in the plan set and described below.

MATERIALS

Backfill material as required by Standard Specifications Section 203.2(e).

CONSTRUCTION

Abandon and then remove all water main and water service piping and appurtenances (hydrants, valves and boxes, fittings, etc.) within the limits shown in the plan set. Remove all hydrants and valves without damage. Store and protect salvaged valves and hydrants until Madison Water Utility Operations staff removes them from the site. Coordinate with the Madison Water Utility construction inspector to schedule pick-up of salvaged items.

Perform hydrant removal and salvaging operations per Standard Specifications Section 704.7.3(17). Valves may be salvaged by cutting free from the water main on either side of the valve; leave no more than one foot of attached main on either side of the valve.

Remove from the site and properly dispose of all water main and appurtenances other than the items to be salvaged.

Backfill the trench per Standard Specifications Section 203.2(e).

METHOD OF MEASUREMENT

Remove Existing Water Main & Appurtenances shall be measured by length, in feet, to the nearest half foot of removed water main and appurtenances.

BASIS OF PAYMENT

Remove Existing Water Main & Appurtenances shall be paid at the contract bid price which shall be full compensation for all labor, equipment, materials and incidentals necessary to remove water main and appurtenances as described above

BID ITEM 90001 – REMOVE PERMANENT TYPE III BARRICADE

DESCRIPTION

This bid item includes all work, materials, equipment, labor, transporting and disposing necessary to Remove Permanent Type III Barricade as shown on the Merchant Street Removal Plan Sheet D-4.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90003 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90004 – SALVAGE STREET LIGHT POLE

DESCRIPTION

This bid item includes all work, materials, equipment, labor, transporting and storage necessary to Remove and Salvage Street Light Pole as shown on the Merchant Street Removal Plan Sheet D-4. It will be the responsibility of the Contractor to contact MG&E to determine where the salvaged lights poles should be stored.

METHOD OF MEASUREMENT

Remove and Salvage Street Light Pole shall be measured on a per unit basis acceptably removed and salvaged.

BASIS OF PAYMENT

Remove and Salvage Street Light Pole will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7843**

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 - 2018 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

**RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7843**

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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:

RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7843

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Eighteen 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:

RONALD REAGAN AVENUE, JOHN WALL DRIVE AND MERCHANT STREET ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7843

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.

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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
Witness	Date

	President
Witness	Date
Witness	Date

	Secretary
Witness	Date
Witness	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

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

SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

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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