

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

**2018**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION**

**CONTRACT NO. 8220**

**MUNIS NO. 17381-51-130**

**IN**

**MADISON, DANE COUNTY, WISCONSIN**

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON \_\_\_\_\_

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION  
CONTRACT NO. 8220**

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This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

RFP: EK

# 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:                                | WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION |
| CONTRACT NO.:                                | 8220   |
| SBE GOAL                                     | 6%   |
| BID BOND                                     | 5%   |
| SBE PRE BID MEETING (1:00 P.M.)              | 8/3/18   |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 8/2/18   |
| BID SUBMISSION (2:00 P.M.)                   | 8/9/18   |
| BID OPEN (2:30 P.M.)                         | 8/9/18   |
| PUBLISHED IN WSJ                             | 7/26/18 & 8/2/18                                   |

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

**Building Demolition**

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

**Street, Utility and Site Construction**

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

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

**Bridge Construction**

- 501  Bridge Construction and/or Repair

**Building Construction**

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

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

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

#### **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/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.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/aaTBDir.cfm](http://www.cityofmadison.com/dcr/aaTBDir.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.

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION  
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**Small Business Enterprise Compliance Report**

**This information may be submitted electronically through  
Bid Express or submitted with bid in sealed envelope.**

**Cover Sheet**

Prime Bidder Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Prime Bidder Certification

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify that the information  
Company

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

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION  
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**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

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

SBE Subcontractors Who Are Suppliers

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

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**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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

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

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

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION CONTRACT NO. 8220

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$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).

#### **SECTION 102.12: EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)**

Equal Benefits are not required. Delete this entire provision.

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

This project consists of reconstruction of the boat launch parking lot at Warner Park. Work includes removing the existing lot and constructing a new lot including asphalt, curb, permeable pavement, lighting, bio retention basins and other work.

The Contractor shall view the sites prior to bidding to become familiar with the existing conditions.

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

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

All items shall be paid as plan quantity as listed in the proposal without measurement thereof. Unless there is a substantial change, no payment shall be given for changes in plan quantities listed in proposal. "Substantial" shall mean changes over 30% of the estimated plan quantity.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the engineer and shall be measured in the field by the engineer.

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

The Contractor will be responsible for all layout, lines and/or grades required to complete all work. The City of Madison Parks Division will make available to the surveyor an electronic copy of the project upon request.



Any questions regarding this project should be directed to Corey Stelljes at the Parks Division at [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com) or (608) 266-6518. Any questions regarding surveying issues should be directed to Dan Rodman of the Parks Division [drodman@cityofmadison.com](mailto:drodman@cityofmadison.com) or (608) 266-6674.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / [drodman@cityofmadison.com](mailto:drodman@cityofmadison.com) / tel (608)266-6674 / fax (608)267-1162).

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

The Contractor shall ensure that all construction fencing and barricades are erect and without gaps at the end of each work day.

A pre-construction meeting will be required prior to the start of construction.

Matting and seeding quantities are included for all areas disturbed during site access and construction activities. All areas disturbed shall be seeded and matted and Contractor shall ensure proper establishment of seeding in spring of 2019.

Seeding, matting, and erosion control quantities shall only be paid plan quantity without measurement thereof unless mutually agreed to by Contractor and project Engineer.

All work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work to secure the site as described above shall be considered incidental to mobilization and no additional compensation shall be provided.

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

All pavement surfaces shall maintain a minimum grade of 0.5% unless approved in writing by the Engineer. Final asphalt surface grades shall be within 0.5% of specified grades shown on the plans and it shall be the contractor's responsibility to ensure final asphalt grades are accurate and within this margin of error.

Under no circumstances shall water pond on finished asphalt surfaces. If final asphalt grades are not within the acceptable margin of error, or are found to pond water, the Contractor shall remove and replace the asphalt at no additional cost to the City.

The existing building on site houses the Monona Sailing Center. The owners and operators of the sailing center need to access the site and remove the boats for the season. The contractor shall provide and allow access for boat removal on the following dates: **October 13th- 14st and November 3rd-4th.**

During these dates, one driveway shall remain open and access to the asphalt drive connected to the sailing center shall be open and accessible for vehicles. Temporary grading of base course is acceptable.

## LIGHTING SYSTEM

This project includes a new lighting system for Warner Park Boat Launch Parking Lot. These Special Provisions include items for the lighting system installation. All Work covered by the lighting plans and special provisions shall conform to the contract documents, engineering plans as well as state and local codes.

The purpose of the lighting specifications is to define the lighting system performance and design standards for The Warner Boat Launch Parking Lot lighting system. The manufacturer / Contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications. Some items include a suggested make and model of equipment as well as the option to submit an alternative. All materials shall be subject to the review and approval by the Engineer.

Pages E-4 and E-5 of the plan set show required performance metrics for the lighting system. System shall meet or exceed these standards prior to acceptance by the City. Contractor shall provide equipment for measuring photometric data and shall schedule a meeting with the Engineer to review and measure photometric data in the field for final acceptance.

## **SECTION 107.13      TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection. Note that Articles 107.13(a) Underground Utility Excavation & Installation, 107.13(b) Curb Excavation and Installation, and 107.13(c) Sidewalk Excavation and Installation are applicable to this project. The intent of these designs is to minimize the damage to those trees that remain following construction.

Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

It is recognized that grading operations and root cutting of some trees will need to occur in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, trenching, stone placement, filling, etc. occur within 5 feet of the trunk, or where a tree marked No Root Cut "(NRC)" on the plan, construction operations shall be done under the supervision of a City of Madison Forestry Representative. The sequence to construct in these areas shall be as follows:

1. Trees within 5' of construction operations shall not be disturbed until inspected by a City of Madison Forestry Representative.
2. The Contractor shall place a yellow ribbon around the tree to highlight these trees for the equipment operator.
3. The ribbon shall remain until the area is fine graded and seeded or sodded. Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

All provisions of Articles 107.13(d), 107.13(f) Bark Abrasions and Limb Damage, 107.13(g) Soil Compaction, 107.13(h) Contractor/Foreperson Acknowledgement, and 107.13(i) Cost Recovery and Liquidated Damages are applicable to this contract.

Where it is likely that grading or trenching will encounter roots of a protected tree greater than 1 inch in diameter, the roots shall be exposed by hand cut cleanly with a saw or ax.

All trees on roadways to be resurfaced have been pruned up to a height of 12' to allow for construction equipment to operate. No additional pruning beyond this height shall be done.

The contact for City Forestry is:

Brad Hofmann  
Cell: (608) 220-6796  
Office Phone: (608) 267-4908  
Radio #: 701305  
bhofmann@cityofmadison.com

Protection of these trees shall be paid under Bid Item 10803- ROOT CUTTING

**SECTION 107.7:        MAINTENANCE OF TRAFFIC**

The contractor shall only stage equipment within the disturbance limits shown on the plans. All equipment shall be stored and all staging shall be confined to the parking lot.

If additional traffic control is desired the Contractor shall submit a proposed Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Contractor shall not start work on this project until the Traffic Engineering Division has approved any additional requested traffic control plan and traffic control devices have been installed.

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.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

**SECTION 108.2:        PERMITS**

The following permits will be obtained by the City of Madison for each applicable park site:

1. City of Madison Erosion Control Permit
2. City of Madison Stormwater Permit
3. City of Madison Permit to excavate in the Right of Way
4. DNR Water Resources Application for Projects Permits (WRAPP)

The following permits shall be obtained by the Contractor:

1. City of Madison Electrical Permit
2. City of Madison Plumbing Permit

A City of Madison Erosion Control permit will be obtained by the City and weekly inspections will be completed by The Contractor weekly and at all times following storm events, and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

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

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

The Contractor shall begin work on this project on or before **September 18th, 2018**, or as soon as the contract has been fully executed. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer (contact the Engineer at [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com) or 266-6518.)

The date of completion shall be **January 15th, 2019**. All grading, curb and gutter, paving, and traffic markings must be completed no later than **November 23<sup>rd</sup>, 2018**. It is anticipated that paving operations shall run into cold weather. The contractor is advised to plan accordingly, all paving shall be completed in 2018. All asphalt paving shall be in accordance with Section 402.2 of the City of Madison Standard Specifications.

If the contractor is not actively working on site after November 23<sup>rd</sup> the contractor shall open the lot for users. The contractor may then close the lot for the time required to install any remaining components. Contractor shall notify Engineer in writing of dates planned to open and close the lot during this time. No additional compensation shall be paid for mobilizing to the site.

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

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

## **BID ITEM 10803 - ROOT CUTTING**

### **DESCRIPTION**

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

### **METHOD OF MEASUREMENT**

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

### **BASIS OF PAYMENT**

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

## **BID ITEM 10911 - MOBILIZATION**

### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor the site location. Parking of equipment, storage of materials, and staging shall only be allowed within the disturbance limits shown on plans. The Contractor may only enter the construction site through the construction entrance as shown on the plans. The Contractor may not drive or store equipment on any portion of the park outside the disturbance limits unless indicated otherwise on plans or directed in the field.

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

### **DESCRIPTION**

Excavation Cut shall consist of the loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces within the grading area. Cut (in place quantities) and fill have been estimated from these models. Additional excavation cut quantities were added for the following items:

- Asphalt parking lot surface
- Crushed aggregate base course
- 6" Topsoil
- Permeable Pavement excavation materials

All other removal and excavation items shall be paid under the appropriate bid item. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor is responsible to review earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available upon request.

Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil, placement of six (6) inches of proposed topsoil, placement of aggregate base per typical sections, and placement of three (3.5) inches of asphalt.

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

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

Any additional undercut required due to field conditions shall be paid for under BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED.)

Test rolling for undercut determination is required at all sites and is incidental to this bid item. Test rolling shall be done with a fully loaded tri axle dump truck. Contractor shall notify Engineer at least 24 hours prior to test rolling. There shall be no rain allowed on site between test rolling and paving.

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

The Contractor shall be allowed to reuse gravel, and pulverize existing gravel to be used onsite. However, the Contractor shall note that the proposed subgrade shall be lower than the existing subgrade, and any reused material will have to be temporarily stored while subgrade is prepared. No additional compensation shall be paid for double handling of materials.

In addition to the quantities determined by the digital terrain models, removal of all existing asphalt pavement, topsoil, and base course have been included in the quantities for this item and shall be paid under this item.

### **BID ITEM 20217 – CLEAR STONE**

#### **DESCRIPTION**

The quantity of clear stone included in this contract is sufficient to construct one typical construction entrance as shown on plans. This item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE. If the Contractor chooses to use additional clear stone it shall be at no additional cost to the City.

#### **METHOD OF MEASUREMENT**

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

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

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

#### **DESCRIPTION**

This item shall include all necessary work, labor and incidentals required to distribute, dispose and/or place topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

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

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations and the assumptions listed above. Adjustments were made for topsoil assuming excavation of six (6) inches of existing topsoil. Any additional topsoil material required beyond quantities available through stripped topsoil are included in the quantities for this bid item.

Excess topsoil shall be disposed offsite at a location to be determined and provided by the City at no extra cost to the City. Double handling, stockpiling and placing topsoil is included in this bid item.

**Contractor to note - the Engineer is to be called to inspect and approve the finish grade prior to seeding and mulching. Contractor shall provide a minimum 24 hours notice to Engineer when inspection is requested.**

#### **METHOD OF MEASUREMENT**

Topsoil shall be measured as each SY placed in the field as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

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

**BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER**

**DESCRIPTION**

This item shall include all necessary work, labor and incidentals required to remove and dispose of existing curb. Existing curb is block style curb type consisting of concrete parking lot barriers staked into ground. Contractor shall visit site prior to bidding to review curb type.

**BID ITEM 21011 – CONSTRUCTION ENTRANCE**

**DESCRIPTION**

Work under this item shall include the placement of a stone pad and paid as a construction entrance at the location shown in the plans and in accord with the City of Madison Standard Specifications and with the approval of the Engineer.

Construction entrance shall be constructed at the size and location as approved by the Engineer. The Contractor shall place stone, ramping, and/or plating to avoid damage to concrete or asphalt. If any concrete or asphalt is damaged during construction the Contractor shall remove and replace damaged sections at no additional cost to the City. The Engineer shall determine any damaged sections to be replaced.

**METHOD OF MEASUREMENT**

Construction Entrance shall be measured as each pad placed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

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

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

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install 9 inches of Crushed Aggregate Base Course Gradation No. 2 for asphalt path and court construction.

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

**METHOD OF MEASUREMENT**

Crushed aggregate base course gradation No. 2 shall be measured per Ton placed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Crushed aggregate base course gradation No. 2 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED)**

**DESCRIPTION**

This bid item has been included in the event that undercut is necessary for construction of the asphalt. This item may be eliminated if undercut is not required. Contractor shall determine need and quantity for undercut and notify the Engineer of intent to undercut any areas prior to beginning undercut excavation.

**METHOD OF MEASUREMENT**

Undercut (undistributed) shall be measured per CY in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

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

**BID ITEM 60874 - PAVEMENT MARKING PAINT, WORD**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install epoxy paint lane marking words as shown on page P-5 of the plans. Words shall be of the same line width and style as the lane markings and read LAUNCH, EXIT, WASH, BOAT, and AREA as shown.

**BID ITEM 90000 – ABANDON EXISTING ELECTRICAL SYSTEM**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to abandon the existing electrical system. Lights, poles, and concrete light bases shall be removed per Bid Items 60421- Remove Street Light Base and 60422- Remove Street Light Pole.

All electrical conduit shall be removed a distance of 6 feet back from all removed light bases per bid item 90000- Abandon Existing Electrical System. All wiring shall be removed from conduit in ground. No wiring shall be allowed to remain in the conduit to be abandoned.

**METHOD OF MEASUREMENT**

Abandon Existing Electrical System shall be measured as lump sum for all existing electrical facilities to be abandoned as called for on the plans.

**BASIS OF PAYMENT**

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



## **BID ITEM 90001 – FURNISH AND INSTALL BOAT LAUNCH LIGHTING UNIT**

### **DESCRIPTION**

This work consists of furnishing and installing Boat Launch Lighting Units and tall concrete bases at the locations shown in the plan.

### **MATERIALS**

#### **Material Qualifications**

The Contractor shall furnish the following list of documentation detailing the characteristics of the boat launch light units:

- Engineer's verification showing the light pole design criteria
- Graphical depiction showing verification of the light unit

The information required in the above list must be submitted to the Engineer within 30 days after letting. The Engineer will not approve any materials prior to bid letting. Do not order materials until the Engineer approves the list.

#### **Concrete Foundation**

The Contractor shall furnish concrete masonry, bar steel reinforcement, anchor rods, nuts, washers, conduit, grounding electrode and all incidental materials in accordance with the pertinent provisions in article 604 from the City of Madison Standard Specifications.

The concrete foundation shall have an outer diameter of 2'-0", extend 3'-0" above ground level, and be compatible with the dimensional and loading characteristics of the proposed lighting unit. Foundation design shall be compatible with soil borings and report attached to these special provisions.

#### **Pole**

The Contractor shall furnish light poles as shown on the plans and as hereinafter provided. The light pole shall conform to the following requirements:

- Poles shall consist of aluminum composition of sufficient strength to accommodate the loading parameters as shown on the plans
- Poles shall have a tapered, smooth cross section
- Poles shall have dimensional characteristics as shown on the plans
- Furnish galvanized L-type anchor rods

#### **Luminaire**

- A. Approved Product
- B. Kim Lighting: Archetype 1A-AR3P70-80L3K-120V-LG
- C. Engineer Approved Equivalent

A complete submittal package shall be submitted for all equivalent substitute products for Engineer's review as outlined in this section by 2:00 PM on Monday, August 6th, 2018. Submittal shall be made to Corey Stelljes at [cstelljes@ctyofmadison.com](mailto:cstelljes@ctyofmadison.com).

Substitute product documentation shall include the following:

- Illumination modeling results and luminaire test files (.ies format) for design
- Cut sheets, warranty information and parts list for all equipment

The substitute luminaire shall conform to the following requirements:

- Maximum wattage of 200W
- Luminaire shall be traditional box style or cobra head, full cut-off.
- Type 3 distribution unless approved by the engineer
- 3K color temperature or near equivalent
- B.U.G. (Backlight / Uplight / Glare) rating of 3-0-4 or better
- I.P. rating of 65 or greater
- All components U.L. listed for wet locations
- Luminaire finish shall be standard gray to match the pole finish

The substitute luminaire shall provide the following performance measures. Results shall be based on the parking lot section and luminaire locations as shown in the plans.

Luminaire shall provide illumination performance as follows:

- 0.4 minimum foot-candles on pavement (25% tolerance allowed below target values)
- 2.5 maximum foot-candles on pavement (25% tolerance allowed below target values)
- 5.0:1 average-minimum illumination ratio or better
- 0.10 Max Watts/Sq-Ft Lighting Load

## **Electrical**

Lighting shall operate with a 120V single phase system.

## **Conductors**

Conductors to each luminaire from the bottom of the pole shall be two No. 14 solid annealed copper, UF, 600 volt, as manufactured by General Cable, Anaconda, Rome, Kaiser, or approved equal. On all systems, the phase wire at the pole handhole shall have a secondary in-line fuse assembly, Series 64, as manufactured by Elastic Stop Nut Corporation of America, Buss Tron HEB-AA fuseholder, or approved equal, with a Bussman type FNM or FNQ fuse of the required size (refer to the following table).

## **CONSTRUCTION METHODS**

Contractor shall Install Boat Launch Lighting Unit in accordance with article 605 of the City of Madison Standard Specifications and as shown on the plans.

Electrical staking shall be approved by the Engineer prior to concrete base installation.

## **METHOD OF MEASUREMENT**

Boat Launch Lighting Units item shall be measured as each unit, complete in place and accepted in accordance with the contract.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90002 – LIGHTING CONDUCTORS**

## **MATERIALS**

The Contractor shall furnish single conductor, stranded copper, XLP insulated, USE rated wire sized as the plans show.

The Contractor shall identify insulated conductors by covering the insulation surface with a tough, strongly adhered color coating conforming to Method I, or by surface printing conforming to Method III of IPCEA (Insulated Power Cable Engineers Association)-NEMA Standard S-19-81. Do not use white coatings on ungrounded conductors.

The Contractor shall use color code as required by WSEC using the insulation color the plans show.

When there is more than one circuit, bundle the circuit conductors with nylon cable ties or engineer approved electrical tape at all access points. At each hand-hole, identify the line side of each circuit with a tape colored as the plans specify.

## **CONSTRUCTION**

The Contractor shall provide electrical wire of the specified conductor size for lighting, and make all connections.

The Contractor shall not splice wire underground in pull boxes or conduit. The Contractor shall not leave wire or cable ends uncovered or submerged in water. If the Engineer observes this condition, the Engineer may reject the entire length of cable or wire. The Contractor shall make electrical connections and splices with a UL or NRTL approved mechanical type connector.

The Contractor shall provide an 18-inch length of wire in each hand-hole for termination. For all wires entering each pull box, The Contractor shall provide an extra loop, approximately 6 feet in length, to remain in each pull box. This loop of wire is in addition to the quantity needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

The Contractor shall install conductors in continuous lengths without splices from the cabinet terminal to pole hand-hole or transformer base.

## **METHOD OF MEASUREMENT**

Lighting Conductors item shall be measured by the linear foot acceptably completed, measured separately for each conductor.

## **BASIS OF PAYMENT**

Payment for the Lighting Conductors bid item is full compensation for providing electrical wire; for making connections; for providing connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant; and for testing the circuits.

## **BID ITEM 90003 – LIGHTING CONTROL SYSTEM**

### **DESCRIPTION**

This work consists of furnishing and installing a lighting control system at the location shown in the plan in accordance with the plans and article 606 from the City of Madison Standard Specifications.

### **MATERIALS**

All items shall be according to the plans and article 606 from the City of Madison Standard Specifications and as hereinafter provided.

The Contractor shall submit a package including cut sheets, warranty information and parts list for all equipment shall be submitted for all equivalent substitute products for engineer's review as outlined in their respective sections by 2:00 PM on Monday, August 6th, 2018. Submittal shall be made to Corey Stelljes at [cstelljes@ctyofmadison.com](mailto:cstelljes@ctyofmadison.com).

## **Concrete Foundation**

Contractor shall install 5'X8'X8" thick concrete pad, poured flush with the grade and abutting the back of curb as shown in the plans. Pad shall maintain a minimum cross slope of 0.50%.

The Contractor shall install six (6) stainless steel mechanical or adhesive masonry anchors to anchor the cabinet bases. The anchors shall be located according to enclosure specifications and as directed by the engineer to properly anchor the cabinet to the base. All hardware shall be stainless steel.

## **Enclosure**

Contractor shall furnish and install approved lighting control enclosure.

- A. Approved Product
- B. Saginaw Steel Overlapping Two-Door Enclosure: SCE-604816LP
  - a. Drip Shield: SCE-DS48N4
- C. Engineer Approved Equivalent

## **Load Center**

Contractor shall furnish and install approved lighting control load center.

- A. Approved Product
  - a. Square D: Q0130L200
- B. Engineer Approved Equivalent

## **Meter Main**

Contractor shall furnish and install approved meter main.

Approved Product:

- Milbank: U5784-0-200-5T-CB
- Engineer Approved Equivalent

## **Controller**

Contractor shall furnish and install approved controller.

Approved Products:

- Leviton (13"x13"): E-Z MAX Plus Controller (R08BD-L08) 4/8 circuit model
- Engineer Approved Equivalent

## **Wireway Trough**

Contractor shall furnish and install a wireway trough according to the plans and NEC standards.

## **CONSTRUCTION**

### **Concrete Foundation**

The Contractor shall wait until the concrete has attained the anchor manufacturer recommended compressive strength or 7 calendar days before installing masonry anchors.

## **Controller**

City of Madison shall complete all programming associated with the Leviton Controller once installed by the Contractor.

## **METHOD OF MEASUREMENT**

Lighting Control System shall be measure as lump sum installed in the field.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90004 – REMOVE AND REPLACE KIOSKS AND SIGNS**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to relocate the existing information kiosks and fee deposit posts.

Several signs on site exist and may need to be removed and replaced to facilitate construction. The Contractor may temporarily remove these signs if the deem it necessary for construction activities. Signs shall be stored on site within the disturbance limits during work. Signs shall them be replaced in the same location at the direction of the Engineer. All signs shall include new concrete base per S.D.D. 6.42. This work shall be included in this item.

Contractor shall remove existing kiosks from existing locations and place in new location as shown on the plans. For Kiosk to be placed on concrete kiosk pad Contractor shall then place PVC sleeves around wooden kiosk posts and sign post and pour concrete slab as shown on the plans. Concrete slab shall be paid separately under Bid Item 30301- 5 Inch Concrete Sidewalk.

A Kiosk on site to the south of the boat ramps shall be removed and replaced in new location as shown on page P-4. This Kiosk shall not be in concrete and shall be installed with posts directly buried in ground as directed by the Engineer.

Final location of kiosk and post shall be determined by Engineer in the field.

Contractor shall not damage kiosks or signs during construction. Contractor shall repair or replace any portion of kiosks or signs that are damaged at no additional cost to the City.

All hardware used to attach post to concrete slab shall be stainless steel and included in this bid item.

### **METHOD OF MEASUREMENT**

Remove and Replace Kiosks and Signs shall be measure as lump sum installed in the field.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90005 – BIO RETENTION BASIN**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, construct and install the bio retention basins outlined in the plans and detail drawings.

Grading, flumes, concrete, clear stone, and flumes shall be included with this bid item. Planting shall occur in 2019 by others. All materials including concrete, engineered fill, clear stone, fabric and other items shown on S.D.D. 2.09 and in the plans shall be included with this bid item. These quantities are not included in the calculations for the contract under individual bid items. All curb cuts, hand forming of curb, reinforcement, gutter, flowlines and flumes shall be included in this item.

### **METHOD OF MEASUREMENT**

Bio Retention Basin system shall be measure as each bio retention basin and included items constructed and accepted in the field.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90006 - CONSTRUCTION FENCE (PLASTIC)**

### **DESCRIPTION**

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

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

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

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

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

### **METHOD OF MEASUREMENT**

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90007 – WASH STATION WATER TOWER AND SUPPLY**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install a wash station water tower and water supply. Contractor shall submit make and model of water tower to Engineer for approval.

Water tower shall be spring loaded type with minimum washing radius of 50'. Tower shall be anchored to a solid base per manufacturer's specifications. Concrete base or anchoring system shall be included in this item. Water connection shall be below grade and have a minimum bury depth of 3 feet. Tower shall be fully self contained. Supply line shall connect through base. Tower shall include an automatic or timed shutoff valve so that the water cannot be left running while station is unattended.

Tower shall be powder coated steel or other weather proof material. Hose shall be swivel jointed non-kink industrial type and shall have a boot covered industrial spring with cushioned grip. Tower shall be ADA compliant.

Color shall be Forest Green, brown or other neutral color approved by the Engineer.

Contractor shall provide all materials required for installation per manufacturer's recommendations. If a concrete pad is required for installation it shall be included in this item. Final location shall be approved by the Engineer.

Acceptable water tower models include those commonly used at RV dump stations, camp grounds, and boat wash stations.

Water tower shall be labeled "Non Potable."

Contractor shall provide and install water service line to water tower from existing maintenance building. There exists a water line inside the maintenance building. Contractor shall supply all materials called for on page D-1 and payment for all water supply items shall be incidental to this item.

A new water supply will need to be extended to the wash station from the existing maintenance building. The connection shall be made inside the maintenance building after the water meter as shown in the schematic on page D-1. All water supply connection, fittings, pipes, fixtures, and labor shall be included in this item.

All water supply and plumbing shall meet all City of Madison Plumbing codes. Water supply pipe type shall be ¾" soft copper. All copper pipe must have a bury depth of at least 36". Compression fitting shall be used at all underground connections.

Contractor shall notify City of Madison Parks Division plumbing staff prior to water supply installation and again after water supply is complete. The contact for Parks Division plumbing is:

Steve Elmer (608) 209-8700

## **BID ITEM 90008 – PERMEABLE CONCRETE PRE CAST PAVEMENT**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install permeable precast concrete pavement as shown on page P-4 and D-2 of the plans.

This specification provides requirements for precast pervious hollow core concrete system Spancrete RePlenish or approved equivalent and installation guidelines. If the requirements of this Specification conflict with the Standard Specifications, this specification shall govern.

A standard system includes precast pervious concrete system slabs, HDPE interlocking devices, aggregate stabilization layer, aggregate storage layer, and geotextile fabric. All items and materials in this system shall be incidental to this bid item.

Pre-Installation meeting shall be held to discuss project site, system to be installed, and specification requirements.

The purpose of this specification is to define the permeable pavement performance and design standards. The Contractor shall supply precast permeable pavement to meet or exceed the standards set forth in these specifications. Any alternatives must be submitted for review and approval by Engineer before they are delivered to the site. Permeable pavement shall meet or exceed the standards outlined in this specification.

### **Definitions**

Acceptable or Accepted—Determined to be satisfactory by the Engineer.

Acceptance—Acknowledgment by Engineer that submittal or completed work is acceptable.

Contract Documents—A set of documents supplied by owner to bidders during bidding phase of a construction project, These documents include general requirements, contract forms, contract conditions, specifications, drawings, and addenda .

Construction Joint—The surface where two successive placements of concrete meet, across which it may be desirable to achieve bond.

Contraction Joint—Formed, sawed, or tooled groove in a concrete structure to create a weakened plane to regulate the location of cracking.

High Density Polyethylene (HDPE) – A multipolymer plastic formulated for use as a bearing material or a connecting device.

Permitted—Accepted by or acceptable to the Engineer, usually pertaining to a request by Contractor, or when specified in Contract Documents.

Pervious Pavement—A ground-level, hard surface comprising material with sufficient continuous voids to allow water to pass from the surface to the underlying layers.

Referenced Standards—Standardized mandatory language documents of a technical society, organization, or association, including codes of local or state authorities, which are incorporated by reference in Contract Documents.

Pavement Surface Run-On – Where an impervious source area (i.e. pavement) is directed onto permeable pavement surfaces.



Slab — Concrete pavement panel that is relatively thin with respect to other dimensions and is bordered by joints or edges.

Storage Layer or Storage System – Used as the space to hold the stormwater as it infiltrates into the surrounding soils or is transferred to another stormwater management system. Typical layers or systems include an aggregate layer of up to and exceeding 12 inches or a modular storage system.

Submittal— Contract documents, documents, and supporting materials provided to Consultant for review and acceptance.

Void Ratio — Percentage of voids of a unit volume of pervious concrete based on the theoretical mixture proportions and design density and where the unit volume includes the volume of the solids and the voids.

### Referenced Standards

Permeable Pavement (1008) Wisconsin Department of Natural Resources Conservation Practice Standard

ASTM International - Standards of the ASTM cited in this Specification are listed by name and designation.

ASTM C78/C78M – Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

ASTM C140/C140M – Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units

C150/C150M-12—Standard Specification for Portland Cement

C171-07—Standard Specification for Sheet Materials for Curing Concrete

C172/C172M-10—Standard Practice for Sampling Freshly Mixed Concrete

C260/C260M-10—Standard Specification for Air Entraining Admixtures for Concrete

C494/494M-12—Standard Specification for Chemical Admixtures for Concrete

C595/595M-13—Standard Specification for Blended Hydraulic Cements

C618-12—Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

ASTM C666/C666M – Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing

C979/C979M-10—Standard Specification for Pigments for Integrally Colored Concrete

C989/C989M-12a—Standard Specification for Slag Cement for Use in Concrete and Mortars

C1017/C1017M-07—Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete

C1077-13—Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation

C1116/C1116M-10—Standard Specification for Fiber Reinforced Concrete

C1157/1157M-11—Standard Performance Specification for Hydraulic Cement

C1688/C1688M-13—Standard Test Method for Density and Void Content of Freshly Mixed Pervious Concrete

ASTM C1701/C1701M – Standard Test Method for Infiltration Rate of In Place Pervious Concrete

ASTM C1747/C1747M – Standard Test Method for Determining Potential Resistance to Degradation of Pervious Concrete by Impact and Abrasion

ASTM C1754/C1754M – Standard Test Method for Density and Void Content of Hardened Pervious Concrete

D994/D994M-11—Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)

D1751-04(2008)—Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

D1752-04(2008)—Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

D3385-09—Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer

D3665-12—Standard Practice for Random Sampling of Construction Materials

E329-11—Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

## **Submittals**

- A. Contractor shall submit drawings and documentation required below and obtain written acceptance of submittals by Engineer before the execution of the related portion of Work.
  1. Qualifications and responsibilities of the contractor as specified under Quality Control.
  2. Report product flexural strength details per ASTM C78.
  3. Report product performance details specifying infiltration rate per ASTM 1701
  4. Detail of system installation sequence as specified in Execution
  5. Detail of annual maintenance requirements as specified in Product Maintenance
  6. Design detail of system to ensure storage capacity is sufficient to hold collective water infiltration.

## **Quality Control**

Contractor shall inspect products and materials once delivered to the site and contact the manufacturer with any product defects.

Contractor shall employ no less than one contractor with more than one year of experience or considered certified in placing a precast pervious pavement system or equivalent system. Installation contractor shall conform to all local, state/provincial or federal licensing and applicable codes, bonding, and permit requirements.

Contractor shall follow and ensure proper product and material installation sequence and overall system installation. Follow system design as specified in Contract Documents. A general system is specified under Execution.

## **Precast Pervious Concrete requirements**

Thickness— Standard thickness of precast pervious concrete pavement is 6 inches.

Width – Contractor shall use standard width of precast pervious concrete pavement panels of 96 inches (8 ft. x 8 ft.). One row of panels may be sawcut or manufactured in an alternate size to meet site dimensions as recommended by manufacturer.

Aggregates—Nominal maximum aggregate size shall not exceed 1/2". The top 1 inch of precast pervious concrete shall be a smaller aggregate than the bottom 5 inches.

Cement—Cement shall comply with ASTM C150/C150M, C595/C595M, or C1157/C1157M.

Admixtures—Chemical admixtures shall comply with ASTM C260/C260M, ASTM C494/C494M, or ASTM C1017/C1017M unless otherwise specified.

Fibers—Fibers shall comply with ASTM C1116/C1116M, 4.1.3 or 4.1.4. Fibers may be used in pervious concrete mixtures when permitted by the Consultant.

Pigments—Pigments shall comply with ASTM C979/C979M.

Supplementary Cementitious Materials—Supplementary Cementitious Materials shall comply with ASTM C618, C989/C989M, or C1240.

High Density Polyethylene (HDPE) – Engineered multi-polymer plastic connectors with minimum compressive strength of 8,000 psi.

## **Performance Requirements**

Pavement shall be tested to reach an Infiltration rate of at least 250 inches/hour per ASTM C1701.

2.3.1.2 Void ratio shall be at least 15% and less than 25%.

2.3.1.3 Concrete pavement shall have multiple mixes with smaller aggregates on the top 1 inch and larger aggregates on the bottom 5 inches.

The system shall not be designed to store water or other liquid within the precast pervious concrete slab.

## **Base Preparation**

### **Materials**

All sub-base, base and bedding material shall be free of fines, and will, wherever practical, be washed to remove dust and foreign material.

Aggregate Storage Layer or Modular Storage System Requirements:

- Aggregate Storage Layer shall be No. 1 or No. 2 open graded, single washed coarse aggregate and meet the requirements of the Contract Documents.
- Aggregate Leveling Pad shall be 3/8" open graded, single washed coarse aggregate.

## **Pre-construction**

Installing pervious materials over wet or frozen base soil conditions shall not be allowed.

The installation sequence shall be mutually agreed upon prior to construction.

If slabs are installed before asphalt, all edges adjacent to concrete shall be sealed to prevent any migration which could clog the slabs according to manufacturer's recommendations.

Non-pervious surfaces poured or placed prior to the placement of concrete shall confirm all dimensions with manufacturer to ensure a proper connection and installation.

Concrete slabs shall be stored in an area free from sediment contamination. Slabs shall be kept covered and protected from any contaminants that may prematurely clog the void spaces in the product.

## **Construction**

Contractor shall excavate to the design depth of base to meet design requirement.

Contractor shall install geotextile fabric, Type DF, Schedule A on the bottom and sides of the excavated area. Contractor shall overlap textile a minimum of 12 inches at the edge of fabric, and keep seams clear of washed aggregate. Contractor shall run fabric up the sides of the excavation and tack to the backside of trench to prevent sediment migration into storage reservoir.

Aggregate Storage Layer and/or Modular Storage System requirements:

- Install No. 1 (or substituted No. 2 aggregate) Aggregate in 6-inch maximum lifts. Lightly compact each layer with equipment, keeping equipment movement over storage bed subgrades to a minimum. Install aggregate to grades indicated on the drawings
- Contractor shall install modular storage system per manufacturer's recommendations.
- Contractor shall install leveling pad aggregate evenly over surface of stone bed, sufficient to allow placement of pavement, and notify Engineer for approval.
- Contractor shall use four HDPE strips per precast pervious concrete pavement slab to assist in the placement of the product.

## **Installation**

Areas on which the pervious concrete slabs are to be placed shall be constructed to the lines and grades shown on the plans and to the tolerances specified in the Contract Documents. The aggregate bedding layer shall be graded to a smooth plane surface to ensure intimate contact is achieved. A small plate compactor shall be used.

The concrete slabs shall be installed by being attached to a spreader bar or other like device to aid in the lifting and placing of the slabs in their proper position by the use of a crane or other approved equipment. The equipment used shall be large enough to place the slabs without bumping, dragging, or otherwise disrupting the aggregate bedding layer.

HDPE Interlocking Devices (1" x 2" x 6") shall be placed by hand during slab installation. Two (2) devices shall be used to connect pervious slabs on each side. HDPE Interlocking Devices shall be included in this bid item.

After installation, the contractor shall keep the slabs covered and protected from sediment contamination until the construction phase is complete and the system is ready for use.

## **Post Construction**

Areas on which the concrete slabs are to be installed shall be checked to ensure conformance to the manufacturers recommended standards and guidance by the Engineer.

System infiltration shall be checked to ensure function. This can be accomplished by various methods of pouring water into the system. Use ASTM C1701 when an approved test is require to determine the infiltration rate.

Cleaning shall be required if slabs are exposed to construction debris (i.e. sand, dirt, cement splatter). Cleaning shall be done by a professional cleaning service. Contact manufacturer for a list of approved vendors. All required cleaning shall be included in this bid item.

All bedding materials, storage layer materials, fabric, stone, base course and incidentals shall be included in this bid item and are not included in contract quantities.

**METHOD OF MEASUREMENT**

Permeable Pre Cast Concrete Pavement shall be measured per square foot installed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

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

**BID ITEM 90009 – BIKE RACK**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install a bike rack as shown on the plans. Bike rack shall be Saris model 2450 or approved equivalent. Color shall be approved by Engineer prior to installation. Racks shall be installed per manufacturer’s recommendations using stainless steel hardware. Racks shall be centered in the concrete sidewalk installation pad and placed 4 feet on center. Concrete pad shall be paid separately under Bid Item 30301 5 Inch Concrete Sidewalk.

**METHOD OF MEASUREMENT**

Bike Rack shall be measured as each rack installed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

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

**BID ITEM 90010 –TRAFFIC AND PARKING LOT SIGN**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install new signs in accordance with the Wisconsin Manual on Uniform Traffic Control Devices and Wisconsin Department of Transportation Signing Guidelines Manual. Stop sign shall be installed at a height of 7'. Sign type and location are shown on page P-5 of the plans.

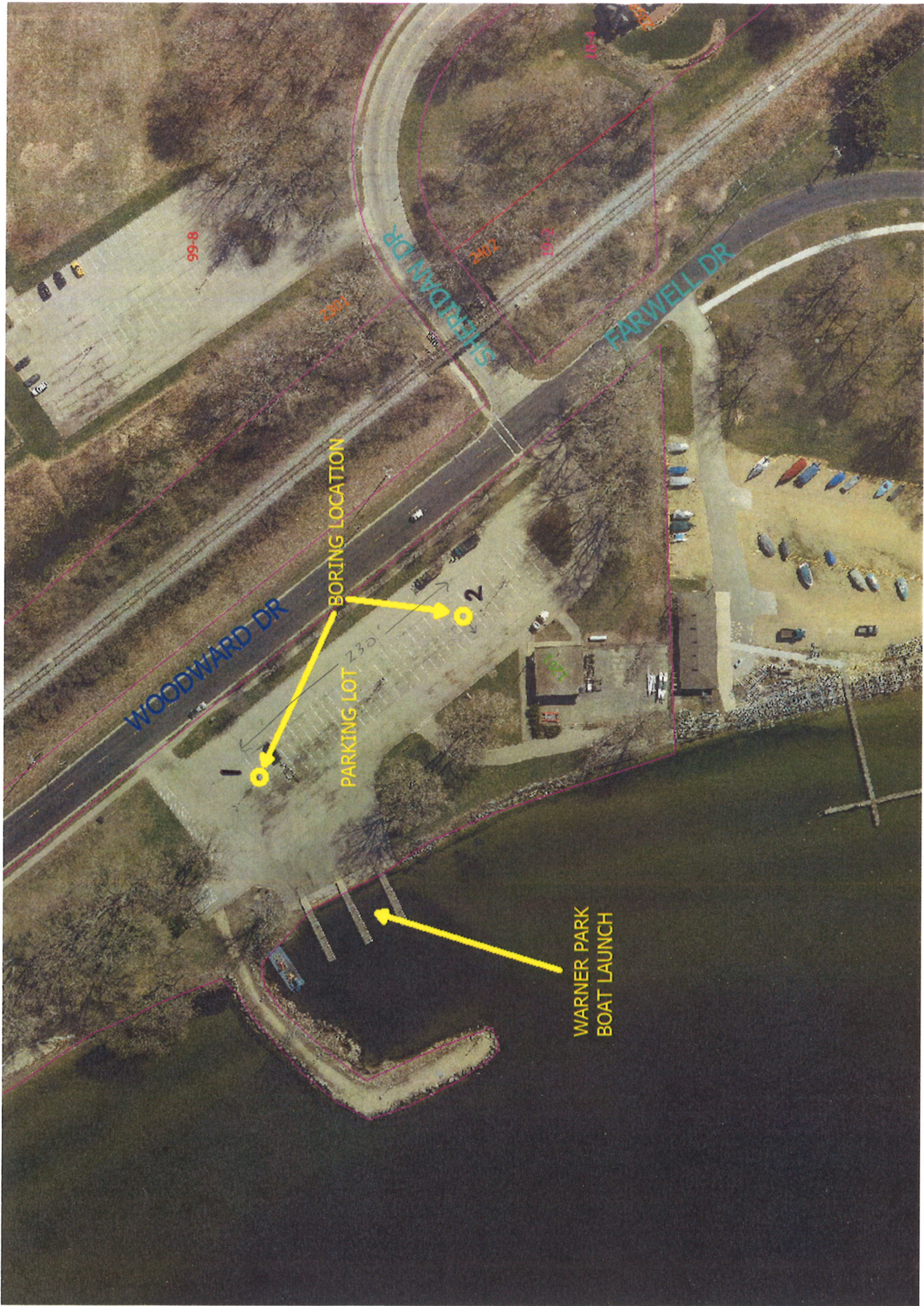
Text of signs reading "SINGLE VEHICLE ONLY- NO TRAILERS" shall be submitted to Engineer for approval. Sign shall be installed at a height of 7'. All signs shall comply with S.D.D. 6.43 and include concrete base per S.D.D. 6.42.

**METHOD OF MEASUREMENT**

Traffic and Parking Lot Signs shall be measured per each individual sign.

**BASIS OF PAYMENT**

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



WARNER PARK  
BORING LOCATION MAP



# LOG OF TEST BORING

Project Madison City Parks  
Warner Park  
 Location City of Madison, Dane Co., WI

Boring No. WA-2  
 Surface Elevation (ft)  $\pm$  4.0 (\*)  
 Job No. C17051-27A  
 Sheet 1 of 1

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

| SAMPLE |      |              |       |    | VISUAL CLASSIFICATION<br>and Remarks  | SOIL PROPERTIES |                     |   |    |    |
|--------|------|--------------|-------|----|---|-----------------|---------------------|---|----|----|
| No.    | TYPE | Rec<br>(in.) | Moist | N  |   | Depth<br>(ft)   | qu<br>(qa)<br>(tsf) | W | LL | PL |
|        |      |              |       |    | ± 3.5 in. Asphalt Pavement  |                 |                     |   |    |    |
|        |      |              |       |    | FILL: Sand/Gravel Base Course   |                 |                     |   |    |    |
| 1      | █    | 10           | M     | 11 | FILL: Medium Dense, Grayish Brown Fine to Medium Sand, Little Silt and Gravel, Scattered Clay Pockets and Cobbles |                 |                     |   |    |    |
|        |      |              |       |    | Medium Stiff to Stiff, Dark Gray Lean CLAY, Little Sand (CL - Possible Fill)                                      |                 |                     |   |    |    |
| 2      | █    | 3            | M     | 6  | Possible Sand/Gravel Seams or Cobbles/Boulders - Very Limited Recovery<br>Consistency Based on N-Value            |                 |                     |   |    |    |
|        |      |              |       |    | Medium Dense, Gray Fine to Coarse SAND, Some Gravel, Trace Silt, Scattered Cobbles/Boulders (SP)                  |                 |                     |   |    |    |
| 3      | █    | 15           | W     | 24 |   |                 |                     |   |    |    |
|        |      |              |       |    | Medium Dense, Dark Gray Fine to Coarse SAND, Little Silt and Gravel, Scattered Cobbles/Boulders (SP-SM)           |                 |                     |   |    |    |
| 4      | █    | 18           | W     | 26 |   |                 |                     |   |    |    |
|        |      |              |       |    | End of Boring at 10 ft  |                 |                     |   |    |    |
|        |      |              |       |    | Borehole Backfilled with Bentonite Chips  |                 |                     |   |    |    |
|        |      |              |       |    | (*) Approximate Elevation above Lake Level  |                 |                     |   |    |    |

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

While Drilling  $\nabla$  6.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 30 min.  
 Depth to Water \_\_\_\_\_ 4.7'  $\nabla$   
 Depth to Cave in \_\_\_\_\_

Start 9/18/17 End 9/18/17  
 Driller SE Chief DAP Rig Geoprobe  
 Logger DAP Editor TFG 7822DT  
 Drill Method 2.25" HSA; Autohammer

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





# LOG OF TEST BORING

Project Madison City Parks  
Warner Park  
 Location City of Madison, Dane Co., WI

Boring No. WA-1  
 Surface Elevation (ft)  $\pm$  4.0 (\*)  
 Job No. C17051-27A  
 Sheet 1 of 1

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

| SAMPLE |      |              |       |    | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES  |                     |   |    |    |
|--------|------|--------------|-------|----|--------------------------------------|--|---------------------|---|----|----|
| No.    | TYPE | Rec<br>(in.) | Moist | N  |                                      | Depth<br>(ft)  | qu<br>(qa)<br>(tsf) | W | LL | PL |
|        |      |              |       |    | 0                                    | ± 5.5 in. Asphalt Pavement   |                     |   |    |    |
|        |      |              |       |    | 0                                    | FILL: Sand/Gravel Base Course  |                     |   |    |    |
| 1      |      | 8            | M     | 19 | 0                                    | FILL: Loose to Medium Dense, Grayish Brown<br>Fine to Medium Sand, Little Silt and Gravel,<br>Scattered Clay Pockets and Cobbles |                     |   |    |    |
|        |      |              |       |    | 5                                    | Loose, Black Fine to Medium SAND, Some<br>Silt/Organics, Trace Gravel, Scattered Roots (SM)                                      |                     |   |    |    |
| 2      |      | 14           | M/W   | 5  | 5                                    | Loose, Gray Fine to Coarse SAND, Some Gravel,<br>Trace Silt, Scattered Cobbles/Boulders (SP)                                     |                     |   |    |    |
|        |      |              |       |    | 9                                    | Loose, Gray Fine to Coarse SAND, Some Gravel,<br>Trace Silt, Scattered Cobbles/Boulders (SP)                                     |                     |   |    |    |
| 3      |      | 18           | W     | 9  | 9                                    | Loose, Gray Fine to Coarse SAND, Some Gravel,<br>Trace Silt, Scattered Cobbles/Boulders (SP)                                     |                     |   |    |    |
| 4      |      | 18           | W     | 9  | 9                                    | Loose, Gray Fine to Coarse SAND, Some Gravel,<br>Trace Silt, Scattered Cobbles/Boulders (SP)                                     |                     |   |    |    |
|        |      |              |       |    | 10                                   | End of Boring at 10 ft   |                     |   |    |    |
|        |      |              |       |    | 10                                   | Borehole Backfilled with Bentonite Chips   |                     |   |    |    |
|        |      |              |       |    | 10                                   | (*) Approximate Elevation above Lake Level   |                     |   |    |    |
|        |      |              |       |    | 15                                   | End of Boring at 10 ft   |                     |   |    |    |

| WATER LEVEL OBSERVATIONS   | GENERAL NOTES   |
|--|---|
| While Drilling $\nabla$ <u>4.5'</u> Upon Completion of Drilling _____<br>Time After Drilling _____ <u>30 min.</u><br>Depth to Water _____ <u>4.4'</u> $\nabla$<br>Depth to Cave in _____ | Start <u>9/18/17</u> End <u>9/18/17</u><br>Driller <u>SE</u> Chief <u>DAP</u> Rig <u>Geoprobe</u><br>Logger <u>DAP</u> Editor <u>TFG</u> <u>7822DT</u><br>Drill Method <u>2.25" HSA; Autohammer</u> |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual.  |   |

**LOG OF TEST BORING**  
*General Notes*

**DESCRIPTIVE SOIL CLASSIFICATION**

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

**Physical Characteristics**  
 Color, moisture, grain shape, fineness, etc.  
**Major Constituents**  
 Clay, silt, sand, gravel  
**Structure**  
 Laminated, varved, fibrous, stratified, cemented, fissured, etc.  
**Geologic Origin**  
 Glacial, alluvial, eolian, residual, etc.

Relative Density

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

Relative Proportions Of Cohesionless Soils

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

Consistency

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

Organic Content by Combustion Method

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

Plasticity

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

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

**SYMBOLS**

Drilling and Sampling

- CS - Continuous Sampling
- RC - Rock Coring: Size AW, BW, NW, 2"W
- RQD - Rock Quality Designation
- RB - Rock Bit/Roller Bit
- FT - Fish Tail
- DC - Drove Casing
- C - Casing: Size 2 1/2", NW, 4", HW
- CW - Clear Water
- DM - Drilling Mud
- HSA - Hollow Stem Auger
- FA - Flight Auger
- HA - Hand Auger
- COA - Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST - 2" Dia. Thin-Walled Tube Sample
- 3ST - 3" Dia. Thin-Walled Tube Sample
- PT - 3" Dia. Piston Tube Sample
- AS - Auger Sample
- WS - Wash Sample
- PTS - Peat Sample
- PS - Pitcher Sample
- NR - No Recovery
- S - Sounding
- PMT - Borehole Pressuremeter Test
- VS - Vane Shear Test
- WPT - Water Pressure Test

Laboratory Tests

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

Water Level Measurement

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

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

# CGC, Inc.

Madison - Milwaukee

## Unified Soil Classification System

### UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

#### COARSE-GRAINED SOILS

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

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



GW

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



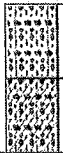
GP

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

#### GRAVELS

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

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



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

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



SW

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

#### SANDS

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



SP

Poorly graded sands, gravelly sands, little or no fines

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



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

#### FINE-GRAINED SOILS

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

#### SILTS AND CLAYS

Liquid limit less than 50%



ML

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



CL

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



OL

Organic silts and organic silty clays of low plasticity

#### SILTS AND CLAYS

Liquid limit 50% or greater



MH

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



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts

#### HIGHLY ORGANIC SOILS



PT

Peat and other highly organic soils

### LABORATORY CLASSIFICATION CRITERIA

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

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4

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

GC Atterberg limits above "A" line or P.I. greater than 7

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

SP Not meeting all gradation requirements for GW

SM Atterberg limits below "A" line or P.I. less than 4

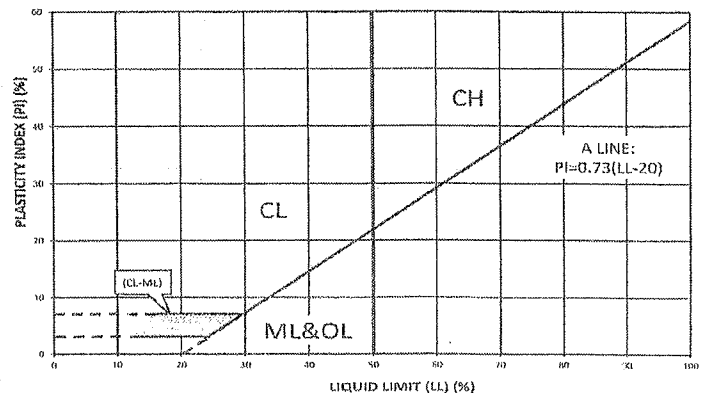
Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SC Atterberg limits above "A" line with P.I. greater than 7

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

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

### PLASTICITY CHART



**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION  
CONTRACT NO. 8220**

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

### WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION CONTRACT NO. 8220

#### Best Value Contracting

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

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

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

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

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

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

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

## **SECTION G: BID BOND**

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

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

### **WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION CONTRACT NO. 8220**

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<br><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:

### WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION CONTRACT NO. 8220

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.

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION  
CONTRACT NO. 8220**

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    |

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                                 | Date          |
| Witness                                 | Date          |
|   | _____         |
|   | Mayor         |
| Witness                                 | Date          |
| Witness                                 | Date          |
|   | _____         |
|   | City Clerk    |

**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:

**WARNER PARK BOAT LAUNCH PARKING LOT RECONSTRUCTION  
CONTRACT NO. 8220**

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