

BID OF _____

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS

CONTRACT NO. 8258

MUNIS NO. 11774

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>

**GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO. 8258**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1

SECTION B: PROPOSAL SECTIONB-1

SECTION C: SMALL BUSINESS ENTERPRISE C-1

SECTION D: SPECIAL PROVISIONS..... D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1

SECTION F: BEST VALUE CONTRACTINGF-1

SECTION G: BID BOND G-1

SECTION H: AGREEMENT H-1

SECTION I: PAYMENT AND PERFORMANCE BONDI-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: pg

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:	GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO.:	8258
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	SEPTEMBER 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	SEPTEMBER 13, 2018
BID SUBMISSION (2:00 P.M.)	SEPTEMBER 20, 2018
BID OPEN (2:30 P.M.)	SEPTEMBER 20, 2018
PUBLISHED IN WSJ	SEPTEMBER 6 & 13, 2018

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

**GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO. 8258**

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

**GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO. 8258**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS CONTRACT NO. 8258

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.

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil Street) **prior to 12:00pm on October 15, 2018**. Delays in turning in the required completed contract documents will not adjust the project completion date.

ARTICLE 104 SCOPE OF WORK

The work shall consist of constructing a new 24" storm sewer pipe and structures, construction of a channel and headwall structure , and modifying the existing ground and drainage directly adjacent to the current railroad arch culvert and finish grading in the turf area in the downstream portion of the park. Work will also include installation of stepped stones for an overflow channel, and installation of a new railing for the channel and headwall structure, as noted in the specifications and on the plans.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage shall be contained and removed immediately.

SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, utilities and landscape features. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, or cut without the approval of the Engineer.

The City will be purchasing limestone for the installation of the stepped stone overflow. The Contractor shall be responsible for contacting the supplier to arrange for either pick up or delivery of the materials to the job site. The supplier contact information is provided below:

Madison Block and Stone
5813 North Hwy 51
Madison, WI 53704
608-249-5633

The Contractor shall view all sites prior to bidding to become familiar with the existing conditions. The site has limited access for construction and staging.

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

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

The Contractor shall take care when accessing the site not to damage existing asphalt paths, sidewalks, curb and gutter or existing utilities. Any damage shall be repaired by the Contractor per the Standard Specifications at no additional cost to the city.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly fence or barricade all work areas. The park will be open to the public during construction but fencing will be required to delineate a work zone. All trenches will need to be properly protected by backfilling or plating or by other means as approved by the Engineer, prior to leaving the site for the night or for extended lengths of time.

SECTION 107.1 PROTECTION AND RESTORATION OF PROPERTY, PROPERTY MONUMENTS AND PUBLIC LAND SURVEY MONUMENTS

The Contractor shall coordinate with Parks for inspection and approval of all finished work before payment is received. This includes topsoil, seed mixes, matting and mulching. All restoration required on within the park as part of the access to the site shall be considered incidental to this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Do not close the Southwest Bike Path at any time.

Do not store equipment or park vehicles on Glenway Street.

Submit a Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Alter traffic control from the provided Traffic Control Plan as conditions change in the field or as unexpected conditions occur. This includes relocating existing traffic control or providing additional traffic control. 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. Conform all signing and barricading to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing nonpermanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install type A low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install type C low intensity steady-burn lights on all barrels used in tapers.

Maintain emergency vehicle access at all times.

Do not store construction equipment and materials within street right-of-way that is outside the project limits.

Backfill, plate or protect work areas with traffic control devices during non-working hours.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 107.13 TREE PROTECTION SPECIFICATIONS

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

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care

must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

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

Protection of existing trees shall be considered incidental to the work in this contract and no additional compensation will be provided.

The normal work hours for Forestry staff: 7:00 AM – 3:00 PM, Mon-Fri.

The contact information for Forestry Staff is:

Wayne Buckley
Cell: (608) 220-0637
Office Phone: (608) 266-4892
Radio #: 701304
wbuckley@cityofmadison.com

SECTION 108.2 **PERMITS**

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

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

SECTION 109.2 **PROSECUTION OF WORK**

The Contractor shall begin work on **OCTOBER 29, 2018**. The substantial completion date of this contract is **DECEMBER 3, 2018**.

Substantial completion shall include all work as described herein except final restoration and limestone veneer installation. All restoration shall be completed no later than **April 27, 2019** however the site shall be stabilized during winter as necessary to comply with the Erosion Control Permit requirements. All limestone veneer installation shall be completed by **May 15, 2019** or by a date agreed to by the Engineer.

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

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 notice to do so that was given to the Contractor at the preconstruction meeting. 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 10911 - MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment and staging is permitted within the Cross street bike path corridor, and within the construction fence near the channel construction. If the project is not completed in 2018, an additional mobilization fee will not be paid for work that is to be completed in the spring of 2019.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20101 - EXCAVATION CUT

DESCRIPTION

Work under this item shall include all materials, equipment, labor, and incidental necessary to excavate all material from the channel as shown on the plan set.

Total excavation quantity for this project is:

- 15 cubic yards

METHOD OF MEASUREMENT

Excavation Cut shall be measured per Cubic Yard, based on Plan Quantity without measurement thereof. The Plan Quantity for all excavation quantities was determined using the average end area method, based on 25 foot cross-sections and includes the quantity necessary for constructing the channel and wing wall.

BASIS OF PAYMENT

Excavation Cut shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20202 - FILL BORROW

DESCRIPTION

Work under this item shall include all materials, equipment, labor, and incidental necessary to fill the eroded area adjacent to the stone spillway and fill gaps outside the concrete channel.

The fill quantity is estimated at 15 cy for this project. Excess materials from Excavation Cut or Finish Grading may be used for fill at the discretion of the Engineer.

Double handling, stockpiling and placing fill is included in this bid item.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Fill 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 and shall be 6inches thick (minimum).

Stripped topsoil can be stockpiled on site within the construction fence boundary or as directed by the Engineer.

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 20701 – TERRACE SEEDING

DESCRIPTION

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

Since construction is limited to within the construction fence, no additional compensation shall be given for seeding quantities beyond what is specified in this contract.

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

METHOD OF MEASUREMENT

Terrace Seeding shall be measured by the square yard quantity as listed in the proposal page without measurement thereof.

BASIS OF PAYMENT

Terrace Seeding 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, and incidentals required to complete the work as set forth in the description.

SECTION 210.1(d) STREET SWEEPING

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

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

DESCRIPTION

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

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 50641 – 30" ENDWALL INLET GATE

DESCRIPTION

Work under this item includes installation of a 30" endwall gate conforming to the specifications in standard detail 5.6.2 except for the paint color. The paint shall conform to the specifications in 506.2 but the color shall match the color of the railing. The Contractor shall submit a sample of the paint color for approval prior to painting the railings or the inlet gate.

BID ITEM 90001 – STORM CONTROL

DESCRIPTION

Work under this item shall include all labor, materials, equipment, and incidentals necessary to manage both wet and dry weather flow that may occur in the culvert, diversion chamber, channel, and pipes during the duration of the contract.

This project replaces a diversion structure within an active stormwater drainage ditch. Therefore, the Contractor shall be prepared to manage their work accordingly. The Contractor shall take all necessary precautions to protect the existing ditch and their work from damage due to rain events.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum.

BASIS OF PAYMENT

Storm Control 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 90002 - 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 properly installed and approved.

BASIS OF PAYMENT

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

BID ITEM 90003 - PAINTED STEEL RAILING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to install guard rails within the existing box culvert wing walls, as shown on the plans. The railing shall be installed at the grades and dimensions shown on Sheet D-2.

The guard rail shall consist of the following:

- 2.5 inch O.D., Schedule 40, steel horizontal railings and vertical posts, painted brown in accordance with RAL8011.
- Type 3 welded connections
- Coring and placing a 3.0 nominal I.D. standard weight structural steel tubing, Schedule 40, galvanized steel sleeve within the existing box culvert wing walls

All steel pipe railing material shall be painted with a three-coat, zinc rich epoxy system consisting of an inorganic, zinc rich primer, intermediate high build epoxy paint coat, and protective shop coat of urethane paint. Prior to painting, all steel posts and rails shall be given a near-white blast cleaning. Painting and cleaning shall conform to Section 517 of the State Standard Specifications.

The railing and color shall be brown. The Contractor shall submit a sample of the paint color for approval prior to painting the railings or the inlet gate.

METHOD OF MEASUREMENT

Painted Steel Railing shall be measured per Linear Foot of railing installed.

BASIS OF PAYMENT

Painted Steel Railing shall be measured as described above and paid at the contract unit price, which shall be full compensation for providing, placing, maintaining, and removing the fencing.

BID ITEM 90004 – DIVERSION CHAMBER AND CHANNEL WITH STONE VENEER

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install a concrete channel with a headwall, splash pad, footing and cut-off wall, underdrain and 8" PVC low flow pipe and structure, in accordance with these plans and specifications. The vertical faces and top and any exposed surfaces of the channel and headwall (with the exception of the splash pad) shall be finished with limestone veneer as described below. All formwork, reinforcement, and stone bedding, and related materials required for the installation as described herein shall be considered incidental to this item.

The limestone veneer shall be Mill Creek Castle Rock stone, which will be supplied by the City. The Contractor is required to coordinate delivery of the stone to the site from the supplier. The limestone veneer will be secured to the concrete channel with MVIS polymer mortar. The MVIS polymer mortar will be supplied by the City. The Contractor is required to coordinate the delivery of the mortar to the site. Approximately 340 sf of limestone veneer stone and 45 bags of MVIS Mortar are required for this project.

INSTALLATION

The stone veneer shall be installed per the instructions of the MVIS mortar and the Veneer Detail and Veneer installation instructions. The instructions as included in the specification book. The Contractor shall provide 48 hrs notice to the Engineer prior to the requested meeting date to inspect the finish on the concrete channel prior to the installation of the stone veneer. The channel shall be even without protrusions or defects that would impact the ability to install the veneer. The stone wall and splash pad portion is to be constructed without mortar. It is anticipated that cold weather protection will be required for the construction of the concrete diversion chamber, headwall, splash pad and any other concrete work associated with this bid item. All cold weather protection shall be considered incidental to this item. If the weather is not conducive to the installation of the limestone veneer, per the manufacturers recommendations then the installation shall be delayed until a date approved by the Engineer.

METHOD OF MEASUREMENT

Channel and headwall with Stone Veneer shall be measured as a Lump Sum for the work described herein and as installed and approved.

BASIS OF PAYMENT

Diversion Chamber and Channel with Stone Veneer 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 90005– REMOVE SANDBAGS

DESCRIPTION

Work includes all labor, materials and equipment necessary to remove the existing sandbags that are currently on site. All sandbags shall be disposed at a location as determined by the Contractor. Materials from the sandbags may be used on site as determined by the Engineer.

METHOD OF MEASUREMENT

Remove Sandbags shall be measured by the lump sum as approved by the Engineer.

BASIS OF PAYMENT

Remove Sandbags shall be paid for as a lump sum and shall be full compensation for removal and disposal and for all labor, equipment, tools and incidentals necessary to complete this item of work.

BID ITEM 90006 – BEDDING – EXISTING ARCH CULVERT

DESCRIPTION

Work includes all labor, materials and equipment necessary to place bedding materials under the existing 48" RCP pipe located within the existing arch culvert. Bedding shall consist of angular crushed stone as approved by the Engineer. Stone shall be placed in the areas that are undermined and shall be tamped and compacted into place. All bedding and stone materials required to perform the work as described above shall be considered incidental to this bid item. Larger stone shall be placed abutting the new bedding materials to prevent migration. Placement of the larger stone shall be described and paid for separately under Bid Item 90008 Stone Salvage and Reuse.

METHOD OF MEASUREMENT

Bedding – Existing Arch Culvert shall be measured by the lump sum as approved by the Engineer.

BASIS OF PAYMENT

Bedding – Existing Arch Culvert shall be paid for at the contract price and shall be full compensation for removal and disposal and for all labor, equipment, tools and incidentals necessary to complete this item of work.

BID ITEM 90007 – STONE PLACEMENT AT ARCH – EXISTING ARCH CULVERT

DESCRIPTION

Work includes all labor, materials and equipment necessary to provide and install a new flanking stone at the west side base of the existing railroad arch culvert. New bedding materials for the flanking stone will be required to ensure the stone is positioned to support the existing arch stones. The flanking stone shall be dolomitic limestone and shall be sized and cut on site to ensure a proper fit. Bedding stone shall be wedged between existing arch and the flanking stone to support the bottom stone to the arch as necessary. All stone materials required to perform the work as described above shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Stone Placement at Arch– Existing Arch Culvert shall be measured by the lump sum as approved by the Engineer.

BASIS OF PAYMENT

Stone Placement at Arch– Existing Arch Culvert shall be paid for at the contract price and shall be full compensation for removal and disposal or salvage of the existing flanking stone, placement of the new stone and bedding and for all labor, equipment, tools and incidentals necessary to complete this item of work as described herein.

BID ITEM 90008 – STONE SALVAGE AND REUSE

DESCRIPTION

Work includes all labor, materials and equipment necessary to remove and deconstruct the existing stonewall and excavate and salvage existing stones in the immediate vicinity of the work. All stones shall be stored onsite and shall be reused in the construction of the new stonewalls within the diversion chamber, in the area directly adjacent to the existing arch culvert and in the area of the channel downstream of the limestone slab spillway and splash pad.

Salvaged Stones shall be used for construction of the stonewall within the diversion chamber. Stones shall be placed approximately 1.5ft -2ft tall and stacked in a way to minimize gaps and provide a stable wall. Stones may need to be cut or mechanically broken to complete this work.

Salvaged Stones shall be placed directly adjacent to the existing arch culvert and 48" RCP within the splash pad portion of the diversion chamber to provide for a non-grouted floor. Stones shall be placed evenly and flush to the arch culvert as shown in the plans.

Salvaged Stones shall be used to form containment of water on the, in accordance with the plans. Wall height shall be a minimum of 1' the length of the spillway. If there are excess Salvaged Stones the Contractor may use them in the downstream channel to provide channel protection and points of interest. The location of the downstream stones must be approved by the Engineer prior to placement. A sketch of the stone placement is to be provided to the Engineer 48 hours prior to placement.

If there are not enough Salvaged Stones to complete the stonewall, non-grouted floor in the diversion chamber, or for the channel downstream of the limestone slabs then additional materials will be require and shall be considered incidental to this bid item. Any additional materials shall be dolomitic limestone and shall be of similar size as the salvaged stones.

The excavation and or fill required for the placement of the stones shall be paid for under the respective bid items. All bedding stone and geotextile fabric required to create the base for the salvaged stones shall be constructed in accordance with the plans and paid for under the appropriate bid item.

METHOD OF MEASUREMENT

Stone Salvage and Reuse shall be paid as a lump sum as approved by the Engineer.

BASIS OF PAYMENT

Stone Salvage and Reuse shall be paid for at the contract price and shall be full compensation for removal, salvage, storage and replacement of the existing stones and for any disposal of excess materials or for placement and purchase of additional materials, for all labor, equipment, tools and incidentals necessary to complete this item of work as described herein.

BID ITEM 90009 – SPILLWAY CONSTRUCTION

DESCRIPTION

Work includes all labor, materials and equipment necessary to place the 4-5 large stone slabs purchased by the City, to create the spillway. Each stone is estimated to weigh between 2-4 tons and be between 8" to 16" thick. The stone slabs will be placed over a bed of 3" clear stone and 8" of #57 stone as shown on detail sheet D-1. A 9' long section of stone is to be placed over HR filter fabric downstream of the last slab, fox valley cutter chip is to be used in this area. The fox valley cutter chip will be supplied by the city.

METHOD OF MEASUREMENT

Spillway Construction shall be paid as a lump sum as approved by the Engineer.

BASIS OF PAYMENT

Spillway Construction and reuse shall be paid for at the contract price and shall be full compensation for removal of existing stones, preparation of base, placement of materials, disposal of excess materials and for all labor, equipment, tools and incidentals necessary to complete this item of work.

BID ITEM 90010 – 15” STRUCTURE WITH SOLID LID

DESCRIPTION

Work includes all labor, materials and equipment necessary to install an access structure connecting the 8” low flow PVC pipe and the underdrain from the splash pad area. The structure is to have a solid lid. PVC, HDPE, Precast concrete or field poured concrete are all acceptable materials. A shop drawing is required for Engineer approval prior to installation.

METHOD OF MEASUREMENT

The 15” structure with solid lid will be measured per structure installed.

BASIS OF PAYMENT

The 15” structure with solid lid shall be paid for at the contract price and shall be full compensation for all labor, equipment, tools and incidentals necessary to complete this item of work.

BID ITEM 90011 – REMOVE 30” APRON END WALL

DESCRIPTION

Work includes all labor, materials and equipment necessary to remove and dispose of the 30” apron end wall on the upstream end of the 30” RCP.

METHOD OF MEASUREMENT

Apron end wall removal shall be measured as each end wall removed as approved by the Engineer.

BASIS OF PAYMENT

Apron end wall removal shall be paid for at the contract price and shall be full compensation for removal of the end wall and for all labor, equipment, tools and incidentals necessary to complete this item of work.

BID ITEM 90012 – FINISH GRADING

DESCRIPTION

The work shall entail removal of excess debris in the area downstream of the proposed inlets and near the entrance to the park on Cross Street where excessive erosion has caused sediment to erode and deposit. The Contractor shall remove excess materials down to existing turf. The depth is not uniform but is estimated to be between 4-8 inches. The Contractor shall bring in any necessary fill materials to fill in the eroded areas and bring the area up to grade. Much of the eroded areas are in the location of the existing storm sewer that will be removed and replaced. Bedding materials may be used to bring the trench up to subgrade but shall be considered incidental to the installation of Select Fill for Storm Sewer. Materials that are being removed for Finish Grading may be used for fill if approved in advance by the Engineer. Any materials not suitable for fill shall be removed and disposed of offsite at a location provided by the Contractor. The finish grade shall have positive drainage no less than 1% towards the existing inlet or as otherwise approved by the Engineer. The surface shall be free of stones or other debris prior to

the placement of topsoil, seed, or erosion matting. Topsoil, seeding and erosion matting shall be placed as noted in the plans and shall be paid for separately under the respective bid items. The Contractor shall have the site inspected upon completion and prior to the placement of topsoil or erosion matting. **It is recommended that the Contractor visit the site prior to bidding to understand the work required under this bid item.**

METHOD OF MEASUREMENT

Finish Grading shall be measured as a lump sum as approved by the Engineer.

BASIS OF PAYMENT

Finish Grading shall be paid for at the contract price and shall be full compensation for removal, reuse and disposal of the existing debris and sediment, for grading, placement of additional materials, and preparing the surface for topsoil placement and for all labor, equipment, tools and incidentals necessary to complete this item of work as described herein.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO. 8258**

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

GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS CONTRACT NO. 8258

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS CONTRACT NO. 8258

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Eighteen between _____ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted _____, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS CONTRACT NO. 8258

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.

**GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO. 8258**

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	
_____	Date	_____	Date
Witness		President	
_____	Date	_____	Date
Witness		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_____			
_____		_____	Date
Witness		Mayor	
_____		_____	Date
Witness		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:

**GLENWOOD CHILDREN'S PARK STORMWATER IMPROVEMENTS
CONTRACT NO. 8258**

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