

BID OF _____

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8500

PROJECT NO. 11164

MUNIS NO. 11164

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>

**MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8500**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: jw

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:	MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8500
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	2/14/2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/13/2020
BID SUBMISSION (2:00 P.M.)	2/20/2020
BID OPEN (2:30 P.M.)	2/20/2020
PUBLISHED IN WSJ	2/6/2020 & 2/13/2020

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 - 2020 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 (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. 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 <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise>

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 <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise> 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.

**MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8500**

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

**MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8500**

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

MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8500

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

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 (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, March 19, 2020**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, March 18, 2020**.

ARTICLE 104 SCOPE OF WORK

This project consists of concrete sidewalk replacement, installation of colored concrete sidewalk, replacement of curb and pavement repairs as needed, installation of a terrace support system for new tree plantings, tree grates, replacement of street amenities and other miscellaneous items. Additionally, the project includes installation of underdrains to tap into the existing storm sewer system, replacement of a sanitary sewer lateral or thereof, and installation of new electrical conduit.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, buildings, windows, utilities, street lights, traffic signals, informational signage, drinking fountains and other street infrastructure that are to remain. Any items not specifically called out for removal are to remain. Damage to these items during construction, including any concrete residue, shall be repaired, remedied, or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The contractor shall provide a minimum of 7 days notice to utilities prior to needing the structure adjustment.

The existing MG&E duct packages and vault roofs may be shallow. It is estimated that the vault roofs are approximately 7"-8" below the sidewalk. Contractor shall take care when working in these areas to avoid damaging the vault roof, including the waterproofing membrane.

There is an existing tunnel under the 100 block of MLK Blvd., and the approximate location is shown on the plans. It is expected that the top of the tunnel is approximately 5 ft. below the top surface.

Contractor shall anticipate that all existing electrical conduit, wiring, poles and fixtures will remain in place and functional during construction in order to provide the necessary lighting. City Traffic Engineering will be replacing the pedestrian scale lighting within the project limits. The Contractor shall coordinate this work with City of Madison Traffic Engineering. Contact Troy Vant at 395-1975 for further information.

The contractor shall coordinate with City of Madison parking utility to have all meters and stall markers removed prior to starting work on either side of the street. While working on one side of MLK, the parking stalls will remain in use on the opposite side of the street, so the Contractor will need to coordinate these removals for each phase. Contact Dan Valenza 266-4744 a minimum of 1 week prior to needing the items removed.

During construction, MG&E will replace the gas services and meters serving 1 E. Main St., 1 W. Main St. and 210 MLK Jr. Blvd. The Contractor shall coordinate with MG&E to provide time and space to perform their work while remaining in compliance with the Maintenance of Traffic requirements for lane and sidewalk closures. It is anticipated that each service and meter replacement will take approximately 4 days to complete. Contact Keith Gabrielse at 608-216-1347 to coordinate this work.

Starting on Wednesday, April 15, there will be a weekly Farmers Market on the 200 block of MLK. The vendors will set up on the side of the street that is not under construction, and they will also park their vehicles in the travel lanes and remaining parking lane on these days. The Contractor will still have access to the work zone, but no work may take place within the street area on these days.

Contractor shall coordinate with City of Madison Mall Concourse Maintenance to have the existing bike racks, benches and trash receptacles removed. It is expected that these items will remain in place on the side that is not under construction, so the Contractor will need to coordinate with Mall Maintenance prior to each phase. Contact Mark Kiesow at 266-6031 a minimum of 1 week prior to needing these items removed.

The property owner at 1 E. Main St. plans to perform some repair work on their grease trap which is located under the driveway servicing their loading dock. The Contractor shall coordinate this work with ULI (Jacqueline Chesson 268-7022 or jchesson@uli.com) and shall provide time and space for them to complete this work prior to placement of final concrete.

When working near the Martin Luther King/Wilson intersection, the contractor shall coordinate with the City's Archaeological Consultant to monitor activities.

The Contractor shall attend a weekly progress meeting with the Engineer on site. These meetings will be held at a mutually agreeable day and time to be determined prior to excavation construction.

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to ahleinritz@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

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

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

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

No lane closures will be allowed at any time on Main St.

On Martin Luther King Jr Blvd (MLK Blvd.), two way traffic shall be maintained on a paved surface at all times, and this may be achieved with the use of a flagger during working hours. Buses will continue to use MLK Blvd., but the stop in front of the City-County Building will be relocated when necessary for the work on that side of the street. MLK Blvd. may be closed once, and this closure may start on a Wed. afternoon (after the Farmer's Market, which has MLK Blvd. closed until approximately 2pm) through 5am on Monday. Any temporary paving necessary to meet these requirements shall be considered incidental to the maintenance of traffic. Contractor shall provide a minimum of 10 days notice prior to anticipated closure.

The Contractor may close the parking lane on MLK Blvd. on the side of the street that is under construction, and the parking lane may be closed for the duration of that particular phase. The opposite parking lane may not be closed until the previous parking lane closure is fully re-opened. Provide a minimum of 10 days' notice prior to switching sides of the street.

All lanes on Wilson St. shall remain open at all times except as noted below:

A portion of the parking/loading lane on Wilson St. adjacent to the City-County Building may be closed to complete the concrete work and bike rack installation on Wilson St.; Contractor must coordinate this work with Dane Co. Facilities Management prior to proceeding. Access for ADA loading within this zone must be maintained at all times.

A travel lane on Wilson St. just east of MLK may be closed during off-peak hours (9:30am to 3:30pm) to complete the curb and sidewalk work in this area. This closure may occur on no more than 4 days, and this work must be coordinated with Madison Metro to maintain access to the bus stop adjacent to the Madison Municipal Building.

A travel lane on Doty St. may closed during off-peak hours on no more than 4 days. Closure shall not take place on a Wednesday.

All lane closures shall be marked by use of barrels, spaced at a maximum of 25 ft, and by use of barricades with proper lane closure signage. Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures. All signage and tapers shall be installed per accordance with MUTCD.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles, and for deliveries to each property.

Maintain access to all driveways within the project limits. Prior to disrupting any driveway access, the Contractor shall coordinate this with work with affected residents and businesses at least 72 hours prior to restricting access or closing any driveway. Coordination of driveway work will require work to be completed in halves through the driveway, or for work to be completed over weekends. Access from the driveway on the westerly side of 100 block of MLK will need to be maintained at all times during business hours as this driveway is used by the State of Wisconsin and their tenants, and BMO Harris Bank.

The driveway on the easterly side of the 100 block of MLK is used regularly for deliveries, including large semi deliveries on Wednesdays for Walgreens, and waste pick-up (Monday through Saturday). Access will need to be maintained to this driveway at all times during working hours, except it may be closed for one period of time starting at noon on a Thursday and must be re-opened by 5am the next Monday. The contractor shall contact Jacqueline Chesson 268-7022 or jchesson@uli.com a minimum of 72 hours prior to starting this work.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain pedestrian access on both sides of MLK Blvd. at all times, and maintain pedestrian access to all businesses. The sidewalk on one side of the street may be reduced to a minimum width of 6 ft. while working on that side of the street; the sidewalk on the opposite side of the street must be fully open, including the terrace areas. Contractor shall install safety fence alongside the work zone for the safety of pedestrians (paid separately), and, when deemed necessary by the engineer to maintain access to properties or crosswalks, the Contractor shall install temporary sidewalk (paid separately).

All crosswalks shall be open during these times:

- Tuesday, April 7 for Election Day
- Saturday, June 6 for Cows on the Concourse

Wilson/MLK crosswalks shall remain open during these times:

- Open from 7am-2pm on Wednesday Farmers' Markets (starts 4/15)

Doty/MLK crosswalks to remain open during these times:

- Open from 7am-2pm on Wednesday Farmers' Markets (starts 4/15)
- Open on Saturday, June 6 for Cows on the Concourse

Main/MLK crosswalks

- Open from 6am-2pm on Saturday Farmers' Markets (start 4/11)
- Open starting at 2pm for Concerts on the Square (Wednesdays, starting 6/24)

Maintain disability and wheel chair access to businesses at all times and at all intersections, and provide proper signage to direct them, including when alternate accessible entry to a building is allowed by building owner/manager. Signs shall be used to help direct pedestrians where necessary and when directed by the Engineer.

Maintain ADA compliant crosswalks at each intersection. A crosswalk may be closed provided that the remaining 3 crosswalks are open at the intersection. This will require phasing the work and providing

wayfinding signage for pedestrians. Directional signage (arrows) will be required when any crosswalks are closed.

Contractor shall use construction tape to close off stairs, when working in front of them. At least one entry must be maintained to all properties at all times. Prior to working in front of ADA compliant entry points, the Contractor must coordinate with the adjacent property to ensure that ADA compliant access can be maintained and communicated to building users. This may require that work in front of accessible entries be completed over weekends.

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

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

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

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

Contact Alexandra Heinritz, City of Madison Traffic Engineering, at 608-267-1102 for questions on this spec.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **APRIL 6, 2020**. Work may only proceed after the start work letter is received. All work under this contract shall be completed by **JULY 9, 2020**.

No work shall take place after 3pm on the Wednesdays of Concerts on the Square, which start June 24.

If all work is not completed by the date noted above, liquidated damages due the City from the Contractor shall be calculated in accordance with Section 109.9 of these special provisions. Additionally, if all work is not completed by the date noted above, the Contractor shall place temporary pavement over any unpaved areas such that the area is suitable for use by the Art Fair event. Following the event, all temporary pavement shall be removed. All temporary paving and removal of pavement shall be at the Contractor's expense.

The Contractor shall begin work on the easterly side of Martin Luther King Jr. Blvd. (odd side of the street). Work may only proceed on the westerly side once all work on the easterly side of the street is complete and is open to all pedestrian traffic and fully available for use for events such as the Wednesday Farmer's Markets. The Contractor shall provide a minimum of 10 days advanced notice prior to switching to the westerly side of the street. If this notice is not properly provided to the Engineer, the Contractor may be delayed from starting work on that phase. An extension of the contract time will not be granted as a result of improper notice.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work within the specified timeframe shall be \$2,500 per calendar day.

BID ITEM 20130 – UNDERDRAIN

Underdrain shall be placed at the low end of the terrace support system surrounding each tree. The underdrain shall be connected between the various tree planting areas, and then tapped into existing inlet. Underdrain shall be placed such that it drains to the existing inlets.

In areas outside of the terrace support system, the trench for the underdrain shall be backfilled with select fill and compacted with care to ensure that the pipe is not damaged.

Backfill material, trenching, taps into existing storm sewer structures and any fittings or connections necessary to install the underdrain are included with this item.

BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER
BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE

Any saw cutting necessary to perform the removals indicated on the plans is included with these bid items. This includes any additional sawcuts necessary to meet the requirements of the maintenance of traffic specifications. These items also include removal of any miscellaneous items, such as parking meter posts, that may need to be removed in order to complete the work under this contract.

BID ITEM 20501 – ADJUST SEWER ACCESS STRUCTURE
BID ITEM 20504 – ADJUST VALVE CASTING

Adjust items as necessary to match the new sidewalk grades. Confirm final grade with engineer prior to making any adjustments.

BID ITEM 20503 – ADJUST INLET

This item includes adjustment of inlets at the locations indicated on the plans. Additionally, this item includes all work to rotate castings, where indicated on the plans, in order to match the new curb.

BID ITEM 21024 – SILT SOCK (12 INCH) COMPLETE (UNDISTRIBUTED)
BID ITEM 21049 – INLET PROTECTION RIGID FRAME – PROVIDE & INSTALL
BID ITEM 21050 – INLET PROTECTION RIGID FRAME – MAINTAIN
BID ITEM 21051 – INLET PROTECTION RIGID FRAME – REMOVE

All erosion control measures shall be installed as directed by the Engineer. All inlet protection shall be installed prior to any disturbance on the site. Contractor shall confirm the dimensions and fit of rigid frame inlet protection prior to installation.

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

This item shall be used to pay for placement of all new curb and gutter, regardless of curb type. When not noted specifically on the plans, the Contractor shall match the existing curb type, otherwise the curb type indicated on the plans shall be installed. This item includes installation of #4 tie bars spaced at 3' to tie the curb to the adjacent concrete pavement.

BID ITEM 30302 – 7” CONCRETE SIDEWALK & DRIVE

Contractor shall place a minimum of 2” of select fill for the base material of the concrete sidewalk & drive. Placement and compaction of this material in accordance with the standard specifications is included with this item.

BID ITEM 30342 – TREE GRATE 4’ X 8’ (INCLUDING FRAME)

Prior to placement of the tree grate or Terrace Support System (paid separately), the Contractor shall coordinate with City Forestry to confirm the final locations of the grates. Contact City Forestry at 266-4816 a minimum of 1 week prior to placement of these items.

All tree grates shall have a center opening of 18-inches. Contractor will be responsible for covering and protecting the tree grate openings until the trees are planted, backfilled, and tree guards are in place.

When the concrete pour adjacent to the tree grate is less 1 ft. between the grate and any construction or expansion joints, the Contractor shall install a 12 ft. #5 epoxy coated rebar within the narrow concrete area, parallel to the length of the tree grate. This bar, where used, is included with this item.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

SANITARY SEWER GENERAL

The sewer designer for the project is Mark Moder. Mark’s contact information is (608)261-9250 mmoder@cityofmadison.com.

This sanitary sewer with this project consists of repairing and installing cured in place liner inside of Madison Municipal Building (MMB) sewer lateral. This work will include 2(two) point repairs of an 8” diameter sewer lateral and installing a CIPP liner inside of the lateral.

All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project.

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

BID ITEM 90001 – 7” COLORED CONCRETE SIDEWALK

BID ITEM 90002 – 9” COLORED CONCRETE DRIVE

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12”x12” sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal..

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

CONSTRUCTION

Prepare the base for the concrete sidewalk in accordance with the standard specifications. In locations where base material must be added to achieve the required elevations, placement and preparation of this material is included with this bid item.

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Control joints, construction joints and expansion joints shall be placed in accordance with Part III of the standard specifications

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

7" and 9" Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

7" Colored Concrete Sidewalk and 9" Colored Concrete Drive shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

7" Colored Concrete Sidewalk and 9" Colored Concrete Drive, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90003 – 9" CONCRETE DRIVE

Concrete through the driveways at the locations indicated on the plans shall be constructed to a thickness of 9 inches. All work shall be performed in accordance with Part III of the standard specifications.

BID ITEM 90004 – REMOVE BOLLARD

DESCRIPTION

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove concrete bollards within the project limits.

The existing concrete bollards are located near the mid-block crossing on the 200 block of MLK Blvd. and adjacent to the driveways on the 100 block of MLK Blvd. Remove the entire bollard per Article 203 of the Standard Specifications and as herein provided.

The existing bollards are placed on an approximately 3 ft. deep concrete base and are connected to the foundation with a 4" steel pipe that extends up from the base into the center of the bollard. The item also includes removal of the base and steel pipe. The area of the removed base shall be backfilled with select fill. Backfilling is included with this item

METHOD OF MEASUREMENT

Remove Bollard shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove Bollard, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing bollard, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90005 – REMOVE BIKE RACK

DESCRIPTION

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove bike racks at the locations indicated on the plans.

The existing bike racks to be removed are within the terrace along the City-County Building frontage of MLK Blvd. The existing bike racks are bolted to the concrete sidewalk.

The existing bike racks may only be removed once work has been completed on the easterly side of MLK Blvd. Contractor must post notices on the bike racks that will be removed a minimum of 48 hours prior to the planned removal date. It is anticipated that the bike racks will remain in use up until then.

METHOD OF MEASUREMENT

Remove Bike Rack shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove Bike Rack, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removal, notification, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90006 – TERRACE SUPPORT SYSTEM

DESCRIPTION

This Bid Item shall include all work, materials, equipment and incidentals necessary to construction the Terrace Support System as shown on the plans, details, and as described in these Special Provisions.

The Contractor shall provide and install the Deeprout Silva Cells, GreenBlue Urban RootSpace, or approved equal, according to the manufacturer's requirements and per these Special Provisions. The objective of installing these cells is to support the concrete terrace, sidewalk and tree grates while keeping backfill material within the cells uncompacted to provide a better growing environment for the trees.

The plans and details indicate approximate limits and locations of the terrace support system, along with minimum depths and minimum surface square footage. The actual layout of the support system will be dependent on the manufacturer that is selected. Prior to installation, the Contractor shall provide the City a proposed layout of the support system for approval.

MATERIALS

The Contractor shall provide and install the Terrace Support System, per the manufacturer's requirements. This will include the use of a manufacturer approved geogrid around the perimeter of the cell system and around any areas where the cells are gapped due to utility structures. The geogrids shall be considered incidental to this bid item. The base of the support system shall be constructed of Gradation No. 3 crushed aggregate. The Contractor shall install a nonwoven, geotextile fabric, type SAS that meets the City Standard Specifications, on top of the deck of the support system to prevent any crushed aggregate material from entering the area enclosed by the cells. Provide and install root barriers to the depths and locations indicated on the plans and details. If necessary for construction around utilities, install 1" clear stone and geogrid as recommended by the manufacturer to bridge those gaps in the support system.

CONSTRUCTION

The Contractor shall excavate the terrace area down to the subgrade of the support system. The excavation of this area shall be included in this bid item. A minimum of 4" of gradation 3 crushed aggregate shall be installed as the base for the support system and shall be compacted per the City Standard Specifications. The top of the base layer shall be installed such that the top of the system is at the appropriate elevation and grade for the final surface placement. Installation of the base of the Terrace Support System is included with this item. If requested a minimum of 1 week in advance, the Engineer can assist in providing grades for the top of the base layer.

The cells of the support system, shall then be constructed on top of the base layer. The Contractor shall construct the frames around any shallow utility crossings. When necessary at utility crossings, the depth of the terrace support system may be reduced to approximately 26 inches from the top of sidewalk.

Around the perimeter of the cells, a geogrid shall be installed to prevent compacted material under the roadway or under the sidewalk from entering the cell area. The Contractor shall install the cells as close to any utility structures as possible, but the cells shall be gapped around the structures as necessary, with a geogrid installed around the perimeter of the cells at the gap, and 1" Clear Stone, included with this item, shall be installed to bridge any larger gaps in the cell system.

The cells shall also be gapped around the tree planting areas (tree pit) as shown on the details to allow for a tree to be planted. A 12" root barrier, per the manufacturer's recommendations shall be installed around the tree pit opening.

Prior to installing the top deck of the cell frames, the Contractor shall install the Planting Soil (paid separately). The backfill material shall fill the entire area of the cells as well as the tree pits and shall remain uncompacted within the support system.

Once all backfill material is in place, the top of the frames shall be set so that a minimum of 3" of aggregate will exist between the top of the frames and bottom of the 7" concrete sidewalk. Once the frames are constructed, the geotextile fabric can be placed on top of the deck and wrapped per the detail drawings to prevent loss of the crushed aggregate at the tree pits. Installation of the geotextile fabric is included with this bid item.

The concrete sidewalk and the tree grate installation (each paid separately) shall be constructed per the standard specifications and details, except that the concrete sidewalk shall be thickened around the tree pit location, as shown on the detail drawings. The thickened sidewalk shall be considered incidental.

METHOD OF MEASUREMENT

Terrace Support System shall be measured by the cubic feet of space occupied by the framework of the cells that are installed and accepted. The tree pit area shall not be considered in the measurement of the terrace support system.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid for at the contract unit price, which shall be payment in full for furnishing and installing all materials, all excavation, labor, equipment, hauling, and incidentals necessary to complete this item of work.

BID ITEM 90007 – PLANTING SOIL

DESCRIPTION

This work shall consist of furnishing and installing engineered topsoil as shown on the plans and details, and as herein provided. Planting Soil is to be used as the primary backfill material within the terrace support system, and within the planter bed.

MATERIALS

All tree planting sites, as described above, shall be backfilled with improved soil mixture of 2:1:1 of topsoil, sand, and compost respectively.

CONSTRUCTION

Place planting soil material in no more than 8" lifts, and lightly compact the material only so that it remains in place. The soil backfill shall fill the void within the terrace support system up to the top deck of the cells.

METHOD OF MEASUREMENT

Planting Soil will be measured by the Cubic Foot, lightly compacted and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for furnishing and installing topsoil backfill, and for all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90008 – TEMPORARY SIDEWALK (UNDISTRIBUTED)

DESCRIPTION

This special provision describes installation and maintenance of temporary sidewalk material to be used to provide and maintain pedestrian access through the site and to all businesses and sidewalk café space where applicable.

MATERIALS

Furnish a hard temporary surface material consisting of a hot-mixed asphaltic surface, any grade of concrete, skid resistant steel plating, wood bridging, rubber matting or alternative material as approved by the Engineer. Gravel or base course material is not acceptable. If wood bridging is required, rubber matting shall be installed on top to provide a slip resistant surface, which shall be included with wood bridging temporary sidewalk and will not be paid twice under this item. Hot mix asphalt or temporary concrete will be the only allowed materials used for temporary sidewalk through driveways.

CONSTRUCTION

Install, maintain, and remove temporary sidewalk material as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary sidewalk shall have a minimum clear width of 6 feet; be located outside the immediate work area, in an area as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the temporary sidewalk when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance, maintaining that temporary access may require removing and relaying the material in the same location.

If necessary for construction activities, temporary sidewalk may involve construction of wood bridging to maintain access over open trenches or curing concrete. Any wood bridging shall be constructed with protective railing where required and be ramped at either end such that the wood bridging is not a trip hazard and meets ADA requirements.

Temporary sidewalk shall also be placed as necessary to maintain the required crosswalk access through the construction zone. This may involve placement of a temporary ramp over the curb, which will require placement of a 2" PVC pipe to maintain drainage through the gutter. Ramping and pipe placement are included with this item.

METHOD OF MEASUREMENT

Temporary sidewalk shall be measured by the square foot acceptably installed, maintained and removed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90009 – CONCRETE PAVEMENT REPAIR

DESCRIPTION

This item includes all work, equipment, materials and incidentals necessary to repair concrete pavement at the locations indicated on the plans or as directed by the engineer. This includes all work necessary to removing the failing portion of the pavement and place new concrete pavement with steel bars as required. Depth of the repair shall match the adjacent concrete pavement thickness, which is assumed to be 9-inches.

CONSTRUCTION METHODS

CONCRETE PAVEMENT REMOVAL

The approximate sizes of the areas to be removed and replaced are shown on the plan and are typically 5' in width. All pavement replacement shall be verified by the Engineer in the field, prior to removal. Full depth sawcuts shall be made with a diamond blade. The longitudinal sides of the patch shall also be sawed. The sludge from sawing shall be removed from the pavement upon completion of each sawcut in accordance with the concrete waste management standard specifications.

A lifting device shall accomplish removal of the concrete pavement sections. The use of said device is intended to preclude any disturbance of the underlying base course and reduce spalling of the edges of the concrete pavement remaining in place. Other methods of removing the pavement, which will not disturb the base course or adjacent edges, may be used only if approved by the Engineer. If other methods are allowed to be used, the Contractor will be responsible for replacement of any adjacent sections of concrete pavement that are damaged during removals or for replacement of any base course material that is removed while doing the concrete pavement removal.

Concrete pavement that is damaged during the course of removal, hole drilling or replacement, shall be repaired by removing the damaged area prior to pouring. A full depth sawcut will be required. Repair of damaged concrete pavement shall be considered incidental to that item of work, and no separate compensation shall be made.

The Contractor will be responsible to add/remove crushed stone to the existing base course with minimal disturbance of the exiting base to pour back a new concrete pavement to match the existing pavement thickness. The Contractor shall anticipate some base course work will be required. All base material shall be compacted prior to placement of concrete pavement.

PLACEMENT OF CONCRETE

The concrete shall be placed to match the thickness of the adjacent pavement, which is assumed to be 9-inches. The concrete shall be placed on the same day that the old pavement is removed. Open sections of pavement shall not be left open at the end of the day's work, unless approved by the Engineer. Sections removed and not poured back the same day may need to be restored with the temporary pavement. Use of temporary pavement shall be considered incidental to this item.

When pavement sections are designated for removal and replacement on adjacent lanes an approved bond breaker shall be installed.

When placing concrete pavement or curb and gutter, #4 L-Bars shall be installed whenever possible, or required by the Engineer. The cost of said L-Bars shall be included in the particular item of work, and no separate compensation shall be made.

It is anticipated that the existing MG&E duct package within the roadway is shallow, and is concrete encased. If concrete pavement cannot be replaced over the MG&E duct package to a depth of at least 8-inches, the Contractor shall place ribbed steel mesh within the concrete pavement, crossing the duct package. The mesh shall contact #5 bars, spaced at approximately 6-inches.

All L-Bars, dowel bars, tie bars and wire mesh shall be epoxy coated.

When replacing concrete pavement adjacent to curb and gutter that is to remain the Contractor shall install #6 tie bars to tie existing curb and gutter in with the new concrete pavement, which are included with these bid items.

All transverse joints in the replaced sections of concrete pavement shall be doweled and tied in accordance with the SDD 3.10 and 3.11. When removing large sections of pavement, a new contraction joint may be required.

All longitudinal joint replacement shall be tied to the adjacent pavement in accordance with SDD 3.10 and 3.11 and the standard specifications.

The concrete design mix shall be such that the concrete achieves a strength of at least 3000 psi in a maximum of seventy-two (72) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. If necessary at certain locations to meet the requirements of the traffic control specification, the design mix may be modified such that the concrete achieves a strength of at least 3000 psi in twenty-four (24) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. No additional compensation will be made for the high early strength requirements set forth in the specifications.

The opening of concrete pavement repair to traffic shall be controlled by cylinder tests.

The strike-off and consolidation shall conform to Section 415.3.11 of the State of Wisconsin Standard Specifications for Road and Bridge Construction.

The concrete shall be consolidated in place by use of an immersion type vibrator or vibratory screed. The screed or template used for the surface strike-off shall be of an approved design, constructed of metal, or with a metal edge, and sufficiently rigid to retain its shape.

The transverse edges of the finished concrete pavement repair shall be flush with the edges of the existing concrete pavement. The longitudinal surface shall form a straight line from edge to edge within a tolerance of +/-1/8 inch. A straight edge shall be used to check each pavement area during the final finishing state of the pavement pour. Concrete pavement repairs not meeting the 1/8" tolerance/allowance shall be corrected. If the concrete has hardened it shall be removed and replaced.

The surface of the patch shall not vary more than 1/8 inch in a distance of 10 feet when a 10-foot-long straightedge is placed on the surface at any angle. Sags or depressions in the surface of the patch area that exceed the 1/8-inch tolerance shall be repaired at the expense of the Contractor. Upward deviations in the hardened patch surface shall be ground down, at the expense of the Contractor, by approved machinery as directed by the Engineer. THIS WILL BE STRICTLY ENFORCED.

The final surface of the pavement shall have a burlap drag or broom finish in the same direction as the adjacent concrete pavement.

MEASUREMENT

Concrete Pavement Repair shall be measured by the Square Yard acceptably completed.

PAYMENT

Concrete Pavement, Repair measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for full-depth sawcutting; removal and disposal of the existing pavement; for furnishing, placing, finishing and curing the concrete; for furnishing and installing the 1 1/4" epoxy coated dowel bars, tie bars or mesh where required; for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90010 – SAND BLASTING

DESCRIPTION

This item includes all work, equipment, materials and incidentals necessary to remove the surface coloring from the concrete pavement by sand blasting. In the center of the street between the Municipal Building and the City-County Building, there is a circular pattern within the pavement that is established with circular concrete joints and portions of the pavement are colored red and black. The colored portions were installed by surface staining or adding surface pigment to the concrete.

The Contractor shall sand blast the colored areas to completely removing the surface coloring such that bare concrete pavement only remains. The sand blasting shall be completed with an even application such that the pavement is not damaged, pitted, or cut. Any uneven areas shall either be remedied with additional sand blasting, or, if areas cannot be evened, Contractor will be required the replace concrete that is damaged from the sandblasting.

Direct the sandblasting away from areas that are open to pedestrians or vehicle traffic, and protect the area as necessary to prevent overspray of sand off of the site.

Immediately following the sand blasting, the Contractor shall collect all used sand and haul offsite. Contractor shall also sweep the streets impacted by the sand blasting. This includes MLK Blvd. and Wilson St., adjacent to the project area. Inlet protection shall be cleaned out, as necessary, which will be paid under the bid item for maintenance of inlet protection.

METHOD OF MEASUREMENT

Sand Blasting will be measured by the lump sum acceptably completed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90011 – FENCE SAFETY

DESCRIPTION

This special provision describes constructing a temporary fence where necessary between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. Fence shall also be installed in locations around and adjacent to temporary crosswalks to help direct pedestrians to the crosswalk areas and prevent crossing at unsafe locations. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the visually impaired.

MATERIALS

Provide notched conventional metal "T" or "U" shaped fence posts.
Provide fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1 inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at a maximum of 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

In areas where concrete sidewalk is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement or sidewalk. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.

If Contractor damages areas outside of the work zone for the purposes of fence installation, the Contractor shall repair those areas at their expense.

METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90012 – BENCH

DESCRIPTION

This work shall consist of the furnishing and installing benches as shown on the plans and as herein provided.

MATERIALS

Benches shall be 72" length as indicated, black color to match "signal black" RAL9004. Acceptable product manufacturers are: #SC3005-BS-72, Landscape Forms, 15108 Chestnut Circle Burnsville, MN 55306, (800) 521-2546, and Overture Bench, Thomas Steele, 2700 Laura Lane, Middleton, WI 53562, (608) 831-9040.

CONSTRUCTION

Install benches with stainless steel bolt and anchor system according to manufacturer's instructions in locations shown on the plans.

METHOD OF MEASUREMENT

Benches shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing benches; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90013 – TRASH RECEPTACLE

DESCRIPTION

This work shall consist of the furnishing and installing trash receptacles as shown on the plans and as herein provided.

MATERIALS

Trash Receptacles shall have lock option, black color to match “signal black” RAL9004. Acceptable product and manufactures are: #SC5002-24-40, Landscape Forms, 15108 Chestnut Circle Burnsville, MN 55306, (800) 521-2546, and Overture Trash Receptacle, Thomas Steele, 2700 Laura Lane, Middleton, WI 53562, (608) 831-9040. Trash Receptacles are to be arranged as shown on the plans or as directed by the Engineer. All trash receptacles shall be black color to match “signal black” RAL9004, for the body of the Trash Receptacle. In total, five (5) of the Trash Receptacles shall have a matching black top, top loading. One (1) trash receptacle shall have a blue top, RAL5002, side loading, with a recycling symbol, submit options to Engineer. Submit color and symbol to the City for review and approval.

CONSTRUCTION

Prior to installation, confirm the final location with the Engineer and Mall Concourse Maintenance staff. Install trash receptacles with stainless steel bolt and anchor system according to manufacturer’s instructions in locations shown on the plans.

METHOD OF MEASUREMENT

Trash receptacles shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing trash receptacles; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90014 – BIKE RACK, 7-STALL

DESCRIPTION

This work shall consist of the furnishing and installing multi-stall bike racks as shown on the plans and as herein provided.

MATERIALS

Bike rack shall be a 7-stall, double sided bike rack. Capacity to be determined by the number of looped down brackets; the end supports shall not count as locations to calculate capacity. Acceptable racks are: the Campus Rack made by Dero Bike Rack Company, the City Bike Rack made by Saris, or approved equal. Bike racks shall be steel, hot-dipped galvanized finish and painted black to match signal black” RAL9004.

CONSTRUCTION

Install plastic shims under the base of the bike rack to elevate the anchoring location slightly above the sidewalk; coordinate shim placement with the Engineer. Bike rack shall be installed by flange and stainless steel bolt system per the manufacturer’s recommendations.

METHOD OF MEASUREMENT

Bike Racks shall be measured by the unit, each, provided, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing bike racks; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90015 – BIKE RACK, 5-STALL**DESCRIPTION**

This work shall consist of the furnishing and installing multi-stall bike racks as shown on the plans and as herein provided.

MATERIALS

Bike rack shall be a 5-stall, single sided bike rack. Capacity to be determined by the number of looped down brackets; the end supports shall not count as locations to calculate capacity. Acceptable racks are: the Campus Rack made by Dero Bike Rack Company, the City Bike Rack made by Saris, or approved equal. Bike racks shall be steel, hot-dipped galvanized finish and painted black to match signal black” RAL9004.

CONSTRUCTION

Install plastic shims under the base of the bike rack to elevate the anchoring location slightly above the sidewalk; coordinate shim placement with the Engineer. Bike rack shall be installed by flange and stainless steel bolt system per the manufacturer’s recommendations.

METHOD OF MEASUREMENT

Bike Racks shall be measured by the unit, each, provided, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing bike racks; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90016 - SHEET MEMBRANE WATERPROOFING (UNDISTRIBUTED)**DESCRIPTION**

There are several vaults located within the project limits, and the approximate locations of the vaults are indicated on the plans. It is assumed that the vault roofs are shallow, and the approximate depths are noted under the Cooperation of Contractor section of these special provisions. Contractor shall take care when removing sidewalk and working around these vaults. This item shall only be used in areas where vaults were not anticipated, or if the depth of the vault is significantly more shallow than expected.

This special provision describes preparing the surface, furnishing and installing a primer, waterproofing membrane, and hot rubberized sealer or mastic, or both, on a vault roof to be overlaid with a minimum of one-inch granular material and concrete sidewalk (paid under the appropriate item).

MATERIALS

Provide a material in the waterproofing system that is specifically designed for use with vault roofs. The membrane shall consist of a cold-applied, self-adhering membrane incorporating a heat resistant woven or non-woven fabric or fiberglass reinforcing laminated in between layers of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the down side and may have a thin spun bonded open weave polyester fabric on the up side. Provide a composite sheet membrane with the following properties:

Property	Test Method	Specific Value
Width		36 inch min.
Tensile Strength	ASTM D 412	50 lb/in or 700 psi min.
Thickness		60 mils to 80 mils
Puncture Resistance	ASTM E 154	40 lb. min.
Permeance	ASTM E 96, Method B	0.05 US Perms max.
Low Temperature Pliability	ASTM D 146, 1-inch Mandrel @ -25° F	No cracks or splits at 180° bend
Water Absorption	ASTM D 570, 72 hr.	0.25% max.
Peel Adhesion	ASTM D 903	5 lb/in width min.
Crack Cycling @ -15° F, 100 cycles	ASTM C 836	No cracks or splits
Compound Softening Point	ASTM D 36	210° F ± 20° F
Viscosity of Membrane Rubberized Asphalt, @ 329° F	ASTM D 4402	3500 centipoise

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material. Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

MATERIALS CERTIFICATION

Prior to membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the Engineer a notarized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications. The certification shall include or have attached specific results of tests performed on the material supplied. The Engineer may at his option require samples of any material for testing. Prior approval membranes will be provisionally accepted by manufacturer's certification on their company letterhead, but may be subject to control and/or approval by subsequent testing.

CONSTRUCTION

Application Methods

Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the vault roof temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the Engineer. To establish procedures for maintaining optimum working conditions and to coordinate work related to adjacent construction, a pre-installation conference with a manufacturer's representative shall be held prior to starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with membrane installation procedures shall be present during placement of the membrane.

After sidewalk removal operations, remove by sweeping, compressed air blasting, or by other satisfactory means any foreign material remaining on the vault roof. The roof shall be clean, dry and free from mud, dirt, sand, oil or grease and any other contaminants prior to application of the primer. No vehicles or equipment will be permitted on the roof after surface preparation except those necessary for the

installation of the waterproofing membrane. The Engineer will inspect the roof prior to the application of the primer. Do not begin application of either the primer or membrane until after the Engineer grants approval.

To coat all surfaces of the roof and walls that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free (approximately forty-five minutes) before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the roof becomes contaminated, clean and reprime the area.

Apply primer on the walls and expansion joints to the limits of the adjacent concrete pours. Take care to ensure that all corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the roof starting on the low side edge.

To form a bond with the primed roof, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane by hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the roof cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the roof profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete. The entire membrane shall be free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the roof. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure water tightness. Apply membrane flashing to expansion joints and cut, fit and seal the membrane flashing with mastic or by heat sealing.

Cover the corners of walls and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic in accordance with manufacturer guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

The applicator foreman or lead worker shall be certified by the manufacturer of the waterproofing membrane as approved applicators, and shall be present during all applications.

Overlaying The Membrane With Concrete

Construct the concrete according to scheduling requirements elsewhere in the contract. Cover all exposed membrane with the specified granular material and concrete mix within five (5) days after installation. Chemical solvents, gasoline, diesel fuel, mineral spirits, etc. shall not be spilled or leaked onto the membrane. Prior to covering the membrane with granular material and concrete, clean and dry the membrane of mud, dirt, oil, grease, or any other contaminants, and dry the membrane. Patch contaminated areas as required by the Engineer.

METHOD OF MEASUREMENT

Sheet Membrane Waterproofing, installed in accordance with the contract and accepted will be measured, in area by the square yard.

BASIS OF PAYMENT

Sheet membrane waterproofing, measured as provided above, shall be paid at the contract unit price. Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer; preparing the surface; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90017 – PROVIDE AND PLANT TREE

DESCRIPTION

This item includes all work, equipment, hauling and incidentals necessary to provide and plant trees at the locations indicated on the plans. All work is to be completed per Article 209 of the standard specifications and per the standard detail drawings.

The Contractor shall provide 2 in. diameter trees, balled and burlapped, of the species indicated on the plans. Trees shall be planted within the center of the tree opening such that it is evenly spaced and vertical within the grate opening. Contact the City Forester representative 1 week prior to the anticipated planting date to review planting specification with the City Forestry representative and to schedule an inspection of the nursery stock prior to planting.

METHOD OF MEASUREMENT

Provide and Plant Tree will be measured as Each tree acceptably procured and planted.

BASIS OF PAYMENT

Tree Planting, measured as stated above, shall be paid at the contract unit price which includes all materials, equipment, work, hauling and incidentals necessary to complete the work as set forth in the description and as shown on the plans and details.

BID ITEM 90018 – INSTALL TREE GUARD

DESCRIPTION

This item includes all work, equipment, and incidentals necessary to install tree guards at each of the tree planting locations.

City Forestry will provide the Contractor with the tree guards. Contractor shall contact City Forestry, (608) 266-4816, 1 week prior to installation to coordinate pick up of the tree guards from their yard.

Tree Guards are manufactured by Neenah (model R-8501-4818), and installation of the tree guards shall be in accordance with their specifications. Installation of the tree guards shall be completed immediately following the planting of the new trees and shall be installed in a manner that does damage the new tree planting. Final placement shall be vertical and not skewed relative to the grate.

METHOD OF MEASUREMENT

Install Tree Guard will be measured as Each acceptably installed.

BASIS OF PAYMENT

Install Tree Guard, measured as stated above, shall be paid at the contract unit price which includes all materials, equipment, work, hauling and incidentals necessary to complete the work as set forth in the description and as shown on the plans and details.

BID ITEM 90019 – REMOVE, SALVAGE & REINSTALL INFORMATIONAL SIGNAGE

This item includes all necessary work, materials, equipment and incidentals necessary to remove, store, protect, and reinstall the informational sign at the location indicated on the plans.

This item shall be constructed in accordance with Part II, III, and IV of the City of Madison Standard Specifications for Public Works Construction.

All aspects of the sign are to be salvaged including any images, plaques, and post features. Any damages shall be repaired or replaced at the Contractor's expense.

The sign shall be re-installed in the same manner as existing, which shall include providing any attachment materials necessary to secure the sign. Any bolts used to secure the sign shall be stainless steel.

METHOD OF MEASUREMENT

Remove, Salvage & Reinstall Informational Signage shall be measured as each unit acceptably completed. The contract price shall include furnishing all equipment and materials necessary to perform the work; removal of the sign; storing sign in a protected area; protecting sign through construction; and reinstalling the sign on the new concrete sidewalk.

BASIS OF PAYMENT

Remove, Salvage & Reinstall Informational Signage shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description

BID ITEM 90020 – ADJUST CLEANOUT

DESCRIPTION

This item includes all work, equipment, and incidentals necessary to adjust cleanouts at the locations indicated on the plans or as directed by the Engineer. All work shall be completed in accordance with Part II of the Standard Specifications.

Contractor shall take care to protect and salvage the castings with the existing cleanouts within the sidewalk. If damaged, the Contractor shall replace the castings to match the existing size and design of the cleanouts. The Contractor shall confirm the grade of the new sidewalk and drives that will be poured around the existing cleanouts, and the top surface of the clean shall be adjusted to be flush with the new concrete sidewalk and drive. Offsets must be limited to no more than 1/8", and any difference greater than this will require re-adjustment of the cleanout and re-pouring the concrete sidewalk, if necessary.

METHOD OF MEASUREMENT

Adjust Cleanout will be measured as Each acceptably completed in place.

BASIS OF PAYMENT

Adjust Cleanout, measured as stated above, shall be paid at the contract unit price which includes all materials, equipment, work, hauling and incidentals necessary to complete the work as set forth in the description and as shown on the plans and details.

BID ITEM 90070 – FURNISH AND INSTALL CIPP TO REHABILITATE 8-INCH DIAMETER SANITARY SEWER MAINS

DESCRIPTION

Work under this item shall include all work and materials necessary to install an 8" CIPP liner inside of the sanitary sewer lateral for the Madison Municipal Building (MMB). Lining work shall be completed in conformance with Article 509 of the City of Madison Standard Specifications for Public Works Construction- Latest Edition. The MMB lateral has been replaced with a six inch lateral from the MMB building to 2 feet into the Right of Way. At this location there is Fernco coupling. There is an electronic marker ball located above the sewer lateral at the property line. Work under this bid item shall include exposing the coupling location to use this location as a launching or receiving pit to install the CIPP liner. Restoration work under this bid item shall include installing Strongback Fernco couplings or approved equivalent and lateral piping to complete the lateral connection of the lateral pipe to line the MMB lateral pipe. The electronic ball shall be reinstalled above the lateral after the lining work is complete. Backfilling and reinstalling the sewer lateral ball shall be incidental to this bid item. Concrete and terrace restoration work shall be paid for separately.

METHOD OF MEASUREMENT

Furnish and install CIPP to rehabilitate 8-inch diameter sanitary sewer mains shall be measured by the linear foot as installed in the field.

BASIS OF PAYMENT

Furnish and install CIPP to rehabilitate 8-inch diameter sanitary sewer shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work set forth in the description.

BID ITEM 90071 – SEWER LATERAL POINT REPAIR

DESCRIPTION

Work under this item shall include all work and materials necessary to excavate to expose the sanitary sewer lateral where there is an offset and remove the offset pipe causing the sag below the Wisconsin the Department of Administration steam tunnel. If the offset and sag are not removed to the satisfaction of the Construction Engineer, additional point repair work will be required at no additional cost to the City. Lateral used to complete the repair shall be PVC ASTM D3034 SDR-35 or other approved pipe to match the existing inside diameter of the sewer lateral being repaired. Connections to the existing pipe shall be completed with Strongback Fernco couplings (2 per repair) in conformance with S.D.D. 5.3.3 and Article 501.6(a) of the City of Madison Standard Specifications for Public Works Construction- Latest Edition. There are 2 point repairs anticipated to complete this work located at 60'-62' and at 73' from SAS 5150-005, as shown on the plans. Each point repair shall be limited to 5' of lateral pipe or less. Contractor shall confirm that the lateral does not have a sag with Closed Circuit TV inspection (CCTV) and shall be approved for lining by the construction engineer. Wastewater control, PVC pipe, compacted bedding, and Strongback fernco couplings are all considered to be included with this bid item. Tunneling may be necessary at the existing utility crossings to complete the point repair work. Any utility tunneling required shall be considered incidental to this bid item.

If any storm sewer pipe or structures are damaged or removed during the process of completing the point repairs, the Contractor shall provide temporary connections in order to maintain function of the storm sewer system, and then replace the damaged or removed pipes and/or structures in kind. Any temporary storm sewer connections and/or removal and replacement of storm sewer pipes or structures is included with this item.

CCTV video of the existing MMB lateral can be found on the City ftp site.

In order to access the ftp site, in Internet Explorer:

<ftp://ftp.cityofmadison.com/>

Username: cityftp

Password: 2upload!

On the upper toolbar, pull down View and select Open FTP site in File Explorer

Again enter

Username: Cityftp

Password: 2upload!

The directory where the video is located is named MMB Lateral.

Copy the video on your hard drive in order to view.

If you have Windows 10, in File explorer,

<ftp://ftp.cityofmadison.com/>

Username: cityftp

Password: 2upload!

The directory where the video is located is named MMB Lateral.

Copy the video on your hard drive in order to view.

METHOD OF MEASUREMENT

Sewer Lateral Point Repair shall be measured as each unit acceptably completed in the field.

BASIS OF PAYMENT

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

**MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8500**

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 - 2020 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

MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8500

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:

MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8500

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 Twenty between _____ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

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

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), 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.

**MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8500**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

	Company Name
Witness	Date
Witness	Date

	President
	Date

	Secretary
	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	Date
Witness	Date
Witness	Date

	Date
	Date
	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

**MARTIN LUTHER KING JR. BLVD. SIDEWALK ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8500**

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