BID OF
2020
PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS
FOR
ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020
CONTRACT NO. 8557
MUNIS NO. 12687
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

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

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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: wjm

# 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:	ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020
CONTRACT NO.:	8557
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	04/02/2020
BID SUBMISSION (2:00 P.M.)	04/09/2020
BID OPEN (2:30 P.M.)	04/09/2020
PUBLISHED IN WSJ	03/26/2020 & 04/02/2020

<u>PREQUALIFICATION APPLICATION</u> Forms are available at the same location or on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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 Bids may be submitted on line at <a href="www.bidexpress.com">www.bidexpress.com</a>, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

# 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, <a href="https://www.cityofmadison.com/Business/PW/specs.cfm">www.cityofmadison.com/Business/PW/specs.cfm</a>.

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-

A-1

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 (<a href="www.bidexpress.com">www.bidexpress.com</a>). 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 DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Nothwithstanding 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 $\boxtimes$

Build	<u>din</u> g	g Demolition			
101		Asbestos Removal	110		Building Demolition
120		House Mover			•
	_				
Stre	et,	Utility and Site Construction			
201		Asphalt Paving	265		Retaining Walls, Precast Modular Units
205	П	Blasting	270		Retaining Walls, Reinforced Concrete
210		Boring/Pipe Jacking			Sanitary, Storm Sewer and Water Main
215		Concrete Paving		_	Construction
		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276		
220					Sawcutting
221	=	Concrete Bases and Other Concrete Work			Sewer Lateral Drain Cleaning/Internal TV Insp.
222	Ш	Concrete Removal			Sewer Lining
225		Dredging	290		Sewer Pipe Bursting
230	П	Fencing	295		Soil Borings
235		Fiber Optic Cable/Conduit Installation			Soil Nailing
240		Grading and Earthwork	305		
241	씜	Horizontal Saw Cutting of Sidewalk			Street Construction
242		Infrared Seamless Patching			Street Lighting
245		Landscaping, Maintenance			Tennis Court Resurfacing
246		Ecological Restoration	320		Traffic Signals
250		Landscaping, Site and Street			Traffic Signing & Marking
251		Parking Ramp Maintenance			Tree pruning/removal
252		Pavement Marking			Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing			Trucking
260	Ш	Petroleum Above/Below Ground Storage	340	Ш	Utility Transmission Lines including Natural Gas
		Tank Removal/Installation			Electrical & Communications
262		Playground Installer	399		Other
Brid	ge	Construction			
501	$\Box$	Bridge Construction and/or Repair			
	_				
Build	dino	g Construction			
401		Floor Covering (including carpet, ceramic tile installation,	137		Metals
401	ш	ribbas VCT			
400		rubber, VCT			Painting and Wallcovering
402		Building Automation Systems	445	_	
403		Concrete	450		Pump Repair
404		Doors and Windows	455		Pump Systems
405	П	Electrical - Power, Lighting & Communications			Roofing and Moisture Protection
410		Elevator - Lifts	464	F	Tower Crane Operator
412	=	Fire Suppression			Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments			Soil/Groundwater Remediation
415		General Building Construction, Equal or Less than \$250,000			Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000	470		Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing			Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal	.00		Architectural
			400		
430		Heating, Ventilating and Air Conditioning (HVAC)	499	ш	Other
433	_	Insulation - Thermal			
435	Ш	Masonry/Tuck pointing			
Stat	e o	f Wisconsin Certifications			
1	П	Class 5 Blaster - Blasting Operations and Activities 2500 feet	and cl	ose	er to inhabited buildings for quarries, open pits and
•	ш	road cuts.	aria oi	000	in to illinabiled ballange for quarries, open pile and
2			ام امم		r to inhabited buildings for transhap site
2	Ш	Class 6 Blaster - Blasting Operations and Activities 2500 feet			
	_	excavations, basements, underwater demolition, underground			
3		Class 7 Blaster - Blasting Operations and Activities for structure	res gre	eate	er than 15 ' in height, bridges, towers, and any of
		the objects or purposes listed as "Class 5 Blaster or Class 6 B	laster	".	
4	П	Petroleum Above/Below Ground Storage Tank Removal and I			(Attach copies of State Certifications )
5	Ħ	Hazardous Material Removal (Contractor to be certified for as			
5	ш				
		of Health Services, Asbestos and Lead Section (A&LS).) See			
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	погт	anc	e of Aspesios Adatement Certificate must be
	_	attached.			
6		Certification number as a Certified Arborist or Certified Tree W	orker/	as	administered by the International Society of
		Arboriculture			•
7		Pesticide application (Certification for Commercial Applicator F	or Hi	re v	vith the certification in the category of turf and
-		landscape (3.0) and possess a current license issued by the D			and satisfies, and all all all all all all all all all al
8		State of Wisconsin Master Plumbers License.		,	
U	- 1	otate of viibodialii iviabtei i iullibelb Libelibe.			

# **SECTION B: PROPOSAL**

# Please refer to the Bid Express Website at <a href="https://bidexpress.com">https://bidexpress.com</a> 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

SBE NOT APPLICABLE

# **SECTION D: SPECIAL PROVISIONS**

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

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).

# SECTION 104 SCOPE OF WORK

The Contractor shall perform repair work primarily throughout the 4th and 8th Aldermanic Districts. A list of approved repair locations and an area map of Aldermanic Districts 4 and 8 have been provided within these Special Provisions for reference. The list, however, is not a final list. Additional locations may be added. Horizontal sawcut/grind locations have been marked in the field with a pink line and a white "C". The Contractor shall horizontally sawcut/grind sidewalk to eliminate trip hazards at those locations designated by the Common Council, and as directed by the Engineer.

Additional horizontal sawcutting/grinding may be required within the project limits of City of Madison Reconstruction Projects and may be city wide as part of the Sidewalk Request Program. The Contractor shall be paid one mobilization to complete the horizontal sawcutting/grinding in the 4th and 8th Aldermanic Districts. The Contractor shall be paid one mobilization for each Reconstruction Project that horizontal sawcutting/grinding is requested. The Contractor shall be paid one mobilization for each list of locations as part of the Citywide program. If a list of locations and/or a Reconstruction Project can be completed back to back or simultaneously then only one mobilization will be paid.

# SECTION 104.3 CHANGES IN THE WORK

The quantities of the items listed in this Contract are estimates only, based upon sawcuts/grinds marked in the 4th and 8th Aldermanic Districts and past year's reconstruction and request work. The quantities of the items are subject to change.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease <u>SHALL NOT</u> constitute a claim for damages by the Contractor for loss of anticipated profits, <u>NOR</u> shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

# SECTION 104.4 <u>INCREASE OR DECREASE QUANTITIES</u>

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid item price for the associated bit item.

The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The City reserves the authority to delete or add any number of these systems from the Contract. Should this occur the Contractor shall not be eligible for any additional compensation for the remainder of the systems.

# SECTION 104.10 CLEANING UP

Excess concrete, slurry, debris, dust or residue left from sawcutting/grinding operations, including on adjacent sidewalk and/or property, shall be removed immediately.

# SECTION 105.12 COOPERATION OF THE CONTRACTOR

The City of Madison has been given to understand that work may be undertaken by others in approximately the same time frame in Districts 4 and 8 as this proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

Sidewalk and curb repair/replacement projects including:

- \*Sidewalk Ordered 2020, Districts 4 and 8 (Contract 8493)
- \*Sidewalk and Curb & Gutter, Citywide Installation and Repair 2020

(Contracts 8497)

\*Public Works Projects in Districts 4 and 8

Projects and/or Streets may be deleted or added to the above list.

# SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall complete all horizontal sawcutting/grinding within the project limits of a Reconstruction project within two weeks of substantial completion of the Reconstruct Project.

The City of Madison shall prepare a list of locations for horizontal sawcutting/grinding as part of the Sidewalk Request Program. The Contractor shall have one week to mobilize and begin sawcutting/grinding the identified locations and continue working until complete unless other arrangements are made in advance with the City Engineer.

The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The Contractor shall not progress through the Aldermanic District in a random fashion. A single ward of the district shall be completed before moving into another ward unless otherwise directed by the Engineer.

The Contractor shall properly barricade all work areas. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

Access to all driveways within the project limits shall be maintained whenever possible. During times when work will prevent access to driveways, the Contractor shall notify all residents, a minimum of 48 hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within 2 hours.

Access to commercial driveways shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer.

The Contractor shall work such overtime as required by the Engineer to meet the above requirements at no additional cost to the City.

Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

# SECTIONS 107.2 <u>PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS</u>

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property.

The Contractor shall also take precautions during sawcutting/grinding operations not to disfigure, scar, or impair any surrounding surfaces including but not limited to sidewalk, driveways, roadway, steps, walls and turf or damage any private installations such as sprinkler heads, electric fences, etc.

# SECTION 107.6 DUSTPROOFING

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

# SECTION 107.7 MAINTENANCE OF TRAFFIC

The contractor shall not close any lanes of traffic at any time.

The work shall be arranged so that there is a minimum of interference with ingress and egress to private property.

On-street parking may be removed by the Contractor to facilitate sidewalk repair and to maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

Should the Contractor require occupying a lane of traffic during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be incidental to this contract.

# SECTION 107.9 BARRICADES, WARNING SIGNS AND FLAGMEN

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

# SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work for this project on or before <u>JUNE 1, 2020</u>. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m.

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the Engineer

All work shall be completed on or before **DECEMBER 18, 2020**.

# SECTION 109.3 <u>LIMITATIONS OF OPERATIONS</u>

All sidewalk sawcuts/grinds started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk sawcutting/grinding through driveways of adjoining business properties shall be completed within two (2) hours.

The Engineer or Inspector may direct horizontal sawcuts/grinds at locations other than construction joints. Sawcuts/grinds directed by the Engineer or Inspector will be paid for at the unit price bid.

Horizontal sawcutting/grinding shall be done by a means that will eliminate any dust. Airborne concrete dust resulting from the cutting/grinding process shall be controlled and collected with a dust abatement system such as saw-mounted vacuum hoods or other dust control device capable of preventing the escape of airborne particles. Remaining debris, cuttings, concrete dust and slurry shall be cleaned and

removed from the sidewalk surface as well as surrounding rails, sidewalks, pavement, driveways, landscaping or other objects in the vicinity of work upon completion of each sawcut/grind. This work shall be incidental to operations connected with this contract.

The Contractor shall seed and mat areas disturbed. All restoration, excluding resetting brick pavers shall be incidental to this contract. All debris from the backfilling and seeding operations shall be swept up and removed from the area immediately.

# SECTION 306.2 <u>HORIZONTAL SAWCUT/GRIND CONCRETE SIDEWALK, DRIVEWAYS,</u> TRAFFIC ISLANDS, AND STEPS

Existing concrete, asphalt mixes, or other types of material used to shim raised sidewalks, shall be removed from adjacent sidewalk stones prior to horizontal sawcutting/grinding sidewalk.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property. The Contractor shall also take precautions during sawcutting/grinding operations not to disfigure, scar, or impair any surrounding surfaces including but not limited to sidewalk, driveways, roadway, steps, walls and turf or damage any private installations such as sprinkler heads, electric fences, etc.

All trip hazards marked for horizontal sawcutting/grinding shall be removed in accordance with the American with Disabilities Act (ADA) requirements and the resulting finish shall be ADA compliant. Each offset shall be tapered at a 1:8 slope and shall have an even, smooth, and uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6.

The finished result of each horizontal sawcut/grind shall be taken to a zero point of differential settlement along the entire length of the cut and to both edges of the sidewalk to eliminate trip hazards the full width of the sidewalk.

All horizontal sawcutting/grinding shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the walk.

## 306.3 Method of Measurement.

306.3(a) Horizontal sawcut/grind concrete sidewalk, driveways, traffic islands and steps.

Inch -Feet Measurement shall be made by the average depth of cut on each trip hazard multiplied by the length along the joint that is trimmed. Exact dimensions of each trip hazard shall be recorded by the contractor. Depth shall be measured to the nearest 1/8th inch. Length of cut shall be measured to the nearest 1/4 foot.

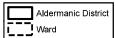
# 306.4 Basis of Payment.

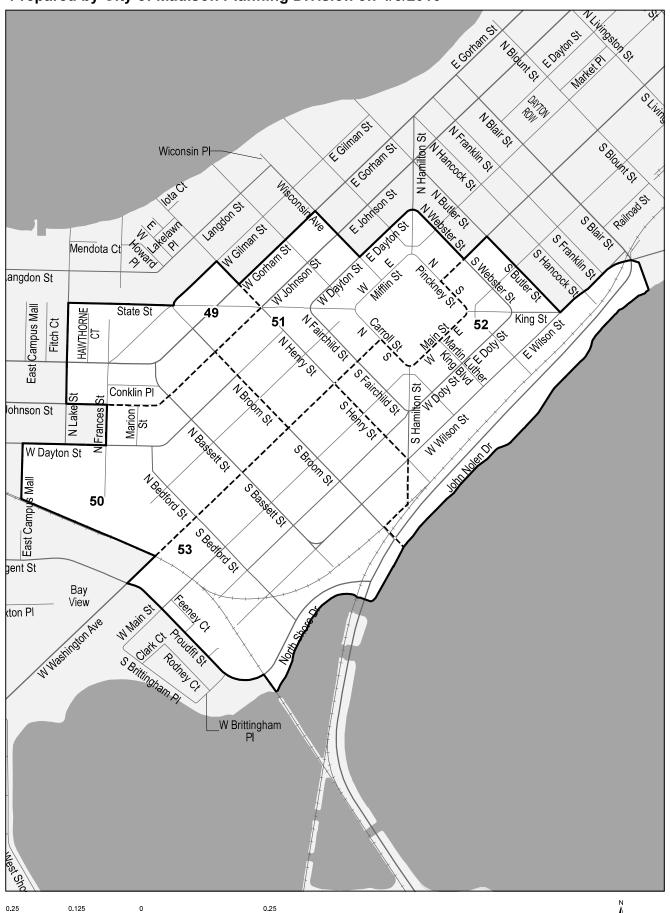
306.4(a) Horizontal sawcut/grind concrete sidewalk, driveways, traffic islands and steps.

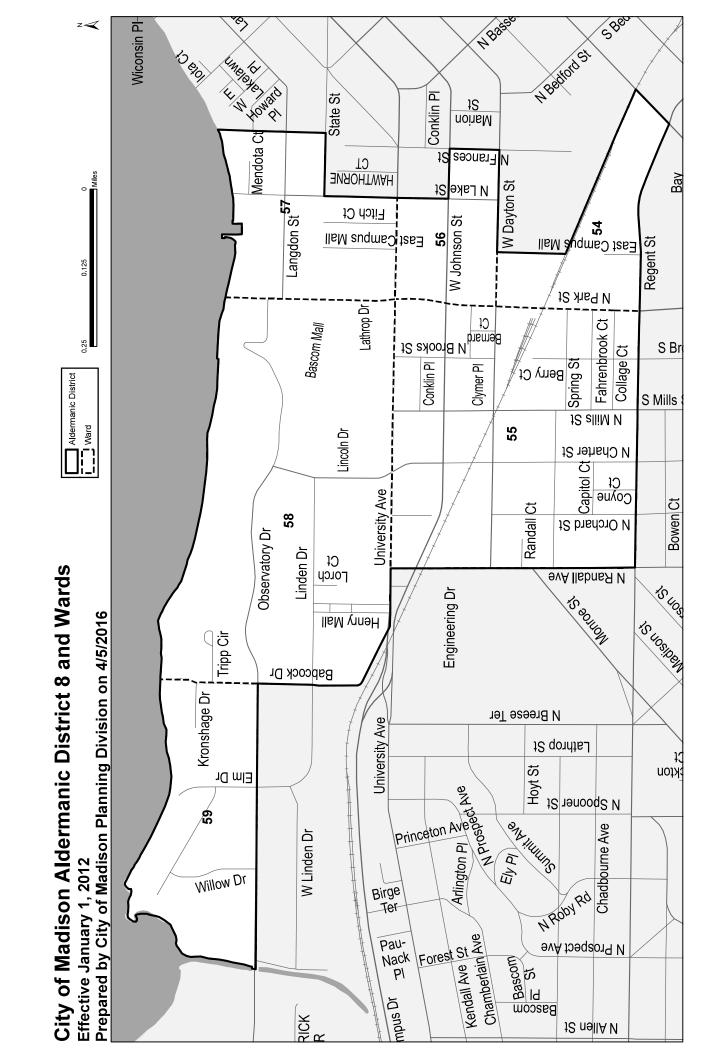
This item, measured as provided above, will be paid for at the contract price per inch-feet. This price shall be full compensation for furnishing all labor, tools, materials, equipment, restoration, topsoil, seed and matting and incidentals necessary to complete the work as described above.

# **City of Madison Aldermanic District 4 and Wards**

Effective January 1, 2012 Prepared by City of Madison Planning Division on 4/5/2016







	DISTRICT 4 SAWCUTS - CONTRACT #8557							
		Address	Frontage	# of Sawcuts	Comments	Area (see map)		
601		University Ave	N Lake St	7	UW property	1		
301	N		14/ 1 1 0/	5	UW parking ramp	1		
301 602	N W	Lake St	W Johnson St	3	UW parking ramp	1		
602	W	Washington Ave Washington Ave	N Bedford St	2	elevated sidewalk	1		
602	W	Washington Ave	W Mifflin St	1	Giovaled Gidowalik	1		
555	W	Mifflin St		2		1		
25	N	Bedford St		1		1		
1	Ν	Bedford St		1		1		
1	N	Bedford St	W Washington Ave	6		1		
2	S	Bedford St	W Washington Ave	1		2		
615	W	Washington Ave		1		2		
619	W	Washington Ave		2	1: 1:6	2		
631 545	W	Washington Ave Dayton St		3	parking lot frontage	1		
545	W	Dayton St	N Bedford St	1		1		
545	W	Dayton St	N Frances St	3		1		
620	W	Mifflin St	N Frances St	2	UW property, parking lot and warehouse	1		
601		University Ave	N Frances St	9	UW property, parking ramp	1		
311	Ν	Frances St		1		1		
305	N	Frances St		5		1		
305	N	Frances St	W Johnson St	8		1		
524	W	Johnson St		1		1		
520	W	Johnson St		1		1		
504	W	Johnson St		3	1	1		
505	147	University Ave	N Bassett St	1		1		
437	W	Gorham St	N Bassett St	2		1		
222	N	Bassett St Bassett St	W Jahnson Ct	1		1		
222 511	N W	Johnson St	W Johnson St	2 2		1		
525	W	Johnson St		5		1		
525	W	Johnson St	Marion St	4		1		
535	W	Johnson St	Marion of	2		1		
535	W	Johnson St	Marion St	5		1		
223	N	Frances St		1		1		
201	N	Frances St	W Dayton St	1		1		
200		Marion St	W Dayton St	3		1		
525	W	Johnson St	W Dayton St	5		1		
220	N	Bassett St		1		1		
217	N	Bassett St		1		1		
454	W	Dayton St	N Bassett St	1		1		
503	W	Dayton St		1		1		
511	W	Dayton St		2		1		
515 521	W	Dayton St Dayton St		1		1		
523	W	Dayton St		2		1		
525		Dayton St		2		1		
531	W	-		1		1		
535	W	Dayton St		1		1		
133	N	Bedford St		1		1		
133	N	Bedford St	W Dayton St	2		1		
131	N	Bedford St		1		1		
117	N	Bedford St		2		1		
554	W	Mifflin St		1		1		
554	W	Mifflin St	N Bedford St	1		1		
550	W	Mifflin St		1		1		
544	W	Mifflin St		2		1		
540	W	Mifflin St		3	<u> </u>	1		
538 534	W	Mifflin St Mifflin St		2 2		1		
534	W	Mifflin St		1	+	1		
526	W	Mifflin St		2		1		
520	W	Mifflin St		1		1		
518	W	Mifflin St		2		1		
508	W	Mifflin St		1		1		
32	N	Bassett St	W Mifflin St	2		1		
515	W	Mifflin St		1		1		
525	W	Mifflin St		1		1		
531	W	Mifflin St		1		1		
539	W	Mifflin St		2		1		
541	W	Mifflin St		2	1	1		
543	W	Mifflin St		1		1		
547	W	Mifflin St		1	<u> </u>	1		
551 528	W	Mifflin St		1		1		
520	٧V	Washington Ave	L					

	DISTRICT 4 SAWCUTS - CONTRACT #8557						
		Address	Frontage	# of Sawcuts	Comments	Area (see map)	
524	W	Washington Ave		1		1	
522	W	Washington Ave		1		1	
518 516	W	Washington Ave Washington Ave		1		1	
506	W	Washington Ave		3		1	
504	W	Washington Ave		1		1	
454	W	Washington Ave		1		1	
450	W	Washington Ave		1		1	
448	W	Washington Ave		1		1	
444	W	Washington Ave		2		1	
440	W	Washington Ave		1		1	
436	W	Washington Ave		1		1	
430	W	Washington Ave		1		1	
426	W	Washington Ave		1		1	
404	W	Washington Ave	N. Poor and Ot	2		1	
404 380	W	Washington Ave	N Broom St	1		1	
360	W	Washington Ave Washington Ave		5		1	
316	W	Washington Ave		1		1	
10	N	Henry St	W Washington Ave	2		1	
454	W	Dayton St	** ***uoningion*****	2		1	
440	W	Dayton St		2	438 Dayton St frontage	1	
430	W	Dayton St		3	, , ,	1	
402	W	Dayton St		1		1	
409	W	Johnson St	N Broom St	1		1	
120	N	Henry St		4		1	
124	N	Broom St	W Dayton St	1		1	
403	W	Dayton St		1		1	
437	W	Dayton St		1		1	
123	N	Bassett St	W Dayton St	1		1	
316	W	Washington Ave	N Henry St	1		1	
316	W	Washington Ave	W Mifflin St	3		1	
360	W	Washington Ave	W Mifflin St	10	333 W Mifflin St frontage	1	
380 8	W N	Washington Ave	N Broom St	2		1	
410	W	Broom St Washington Ave	N Broom St	2	10 N Broom St frontage	1 1	
410	W	Washington Ave	N Broom St	1	14 N Broom St frontage	1	
401	W	Mifflin St	N Broom St	1	20 N Broom St frontage	1	
423	W	Mifflin St	IV BIOOM OF	2	25 IV Broom of Homago	1	
427	W	Mifflin St		1		1	
444	W	Mifflin St		2		1	
434	W	Mifflin St		2		1	
424	W	Mifflin St		2		1	
404	W	Mifflin St		1		1	
340	W	Mifflin St		3		1	
334	W	Mifflin St		2		1	
120	N		W Mifflin St	1		1	
601		University Ave		9	UW property	1	
529		University Ave		2		1	
515	141	University Ave		2		1	
437	W	Gorham St Gorham St		1 4		1 1	
431 409	W	Gornam St Gorham St	+	4		1 1	
409	W	Gorham St	+	1		1	
675	W	Washington Ave		2		2	
675	W	Washington Ave	Proudfit St	9		2	
675	W	Washington Ave	W Main St	4		2	
634	W	Main St		5		2	
612	W	Main St		11		2	
2	S	Bedford St		4		2	
543	W	Washington Ave		1		2	
555	W	Washington Ave		2		2	
555	W	Washington Ave	S Bedford St	1		2	
554	W	Main St		1		2	
554	W	Main St	S Bedford St	3		2	
609	W	Main St	S Bedford St	3		2	
633	W	Main St	M/ Mair Ot	2	parking lot frontage next to railroad	2	
680	W	Doty St	W Main St	1	railroad frontage on W Main St	2	
641	W	Main St		7	nark frontage hotseen W Main and Finders Of	2 2	
101		Proudfit St Proudfit St	W Main St	2	park frontage between W Main and Findorf Ct park frontage between Proudfit and Feeney Ct	2	
137		Proudfit St	VV IVIAIII St	1	pair nontage between Prouditt and Feeney Ct	2	
151		Proudfit St	+	1		2	
201		Proudfit St	+	1	park frontage, behind ramp	2	
544	W	Main St		4	,g-,	2	
			1				

	DISTRICT 4 SAWCUTS - CONTRACT #8557							
		Address	Frontage	# of Sawcuts	Comments	Area (see map)		
538 530	W	Main St Main St		1 2		2 2		
518	W	Main St		3 2		2		
510	W	Main St		1		2		
506	W	Main St		2		2		
18	S	Bassett St		1		2		
10	S	Bassett St		1		2		
501	W	Washington Ave		1		2		
501	W	Washington Ave	S Bassett St	5		2		
503	W	Washington Ave		2		2		
517	W	Washington Ave		1		2		
525 541	W	Washington Ave Washington Ave		1		2 2		
411	W	Washington Ave		2		2		
419	W	Washington Ave		2		2		
425	W	Washington Ave		2		2		
433	W	Washington Ave		1		2		
447	W	Washington Ave		2		2		
451	W	Washington Ave		1		2		
453	W	Washington Ave	S Bassett St	2		2		
11	S	Bassett St		2		2		
21	S	Bassett St		1		2		
33	S	Bassett St		4		2		
501	W	Main St	S Bassett St	2		2 2		
501 503	W	Main St Main St	S Bassett St	1		2		
503	W	Main St	1	2		2		
511	W	Main St		1		2		
521	W	Main St		1		2		
533	W	Main St		2		2		
545	W	Main St		2	parking lot frontage	2		
542	W	Doty St		4		2		
552	W	Doty St		1		2		
554	W	Doty St		1		2		
551	W	Main St		1		2		
114	S	Bedford St		1		2		
118	S	Bedford St		1		2		
118	S	Bedford St	W Doty St	4		2		
609	W	Main St	W Doty St	2	614 W Doty St frontage	2		
633 640	W	Main St Wilson St	W Doty St	3 2	628 W Doty St frontage	2		
608	W	Wilson St	W Doty St	1	W Doty St frontage south of railroad tracks railroad frontage just south of S Bedford St	2		
608	W	Wilson St	W Doty St	1	railroad frontage on W Doty St	2		
388	s	Bassett St	S Bedford St	1	park frontage on S Bedford St, north of North Shore			
305	S	Bedford St	o Boalora ot	4	paint inchage on a Board of, notar of trotal once	2		
301	S	Bedford St		1		2		
555	W	Wilson St		3	railroad frontage at easterly corner of W Wilson St a	2		
543	W	Wilson St		2		2		
539	W	Wilson St		2		2		
529	W	Wilson St		1		2		
532	W	Wilson St		1		2		
536	W	Wilson St		1		2		
544	W	Wilson St		3		2		
548	W	Wilson St	C Dodf Ot	1		2		
552 219	W S	Wilson St Bedford St	S Bedford St	3		2 2		
219		Bedford St	+	1		2		
521	- S W	Doty St		2		2		
517	W	Doty St		2		2		
511	W	Doty St	1	2		2		
202	S	Bassett St		2		2		
202	S	Bassett St	W Doty St	2		2		
208	S		<u> </u>	3		2		
210		Bassett St		3		2		
218		Bassett St		4		2		
218	S	Bassett St	W Wilson St	1		2		
508	W	Wilson St		2		2		
512	W	Wilson St		9		2		
526	W	Wilson St	_	2		2		
527	W	Wilson St		1		2		
523	W	Wilson St		1		2		
521	W	Wilson St		1		2 2		
507 302	W S	Wilson St Bassett St		3		2		
302	S		W Wilson St	5		2		
	0	บลรรษแ อเ	AA AAIIPOII Of	)				

	DISTRICT 4 SAWCUTS - CONTRACT #8557							
		Address	Frontage	# of Sawcuts	Comments	Area (see map)		
215 201		Bassett St Bassett St		1		2 2		
512		Doty St		2		2		
514		Doty St		1		2		
522 427	W	Doty St Main St		1		2 2		
431		Main St		3		2		
445	W			1		2		
449		Main St		3		2		
111 115		Bassett St		1		2 2		
117		Bassett St		1		2		
454		Doty St		2		2		
454		Doty St Bassett St	S Bassett St	1		2 2		
120 114		Bassett St		1 1		2		
112		Bassett St		2		2		
442		Main St		1		2		
436		Main St Main St		2	parking lot frontage	2 2		
432 418		Main St	<u> </u>	2		2		
414		Main St		2		2		
412		Main St		2		2		
33 30		Broom St Broom St		3		2 2		
30		Broom St	W Main St	2		2		
22		Broom St		1		2		
20		Broom St		2		2		
403		Washington Ave	S Broom St	3		2 2		
309 309		Washington Ave Washington Ave	S Henry St	3		2		
345	W	-	, , , , , ,	2		2		
354		Main St		1		2		
354 80	W	Main St Washington PI	S Broom St W Main St	2	parking romp frontage on W Main St	2 2		
110	S	Henry St	VV IVIAIII St	12	parking ramp frontage on W Main St	2		
110		Henry St	W Main St	6		2		
333		Main St		2		2		
345 112		Main St Broom St	S Broom St	3		2 2		
110		Broom St		1		2		
108	S	Broom St		3		2		
401		Main St		1		2		
401 450		Main St Doty St	S Broom St	3		2 2		
444		Doty St		1	446 W Doty St frontage	2		
442	W	Doty St		2		2		
434		Doty St		1		2		
432 430		Doty St Doty St	+	1 2		2 2		
426		Doty St	1	3		2		
424	W	Doty St		2		2		
418		Doty St	-	1 1		2		
416 408		Doty St Doty St	+	1 1		2		
120		Broom St	1	2		2		
120	S	Broom St	W Doty St	3		2		
345		Main St	W Doty St	2		2		
334 110		Doty St Henry St	W Doty St	3		2 2		
214		Henry St	55., 51	3		2		
212	S	Henry St		1		2		
208		Henry St	-	2		2		
202 202		Henry St	W Doty St	3		2		
307		Doty St	55., 51	1		2		
313	W	Doty St		1		2		
319		Doty St		1		2		
323 325	W	Doty St Doty St	-	3		2 2		
335		Doty St	†	2		2		
343	W	Doty St		1	parking lot frontage	2		
353	W			1		2		
213 351	S W	Broom St Wilson St	S Broom St	4		2		
JJI	v V	TTIIOUT OL	O DIOOIII OL	1 7	1			

			DISTRICT 4 SA		UNIRACI #855/	
		Address	Frontage	# of Sawcuts	Comments	Area (see map)
316	S	Broom St		1	elevated sidewalk	2
402	W	Wilson St		3		2
402	W	Wilson St	S Broom St	4		2
401 401	W	Doty St	S Broom St	1		2
411	W	Doty St Doty St	2 BIOOHI 21	1		2
431	W	Doty St		1	427 W Doty St frontage	2
437	W	Doty St		1	, ,	2
445	W	Doty St		2		2
447	W	Doty St		1		2
446 438	W	Wilson St Wilson St		1		2
434	W	Wilson St		1		2
432	W	Wilson St		1		2
426	W	Wilson St		1		2
422	W	Wilson St		2		2
420	W	Wilson St		3		2
403 421	W	Wilson St Wilson St		5		2
427	W	Wilson St		1		2
437	W	Wilson St		3		2
451	W	Wilson St		1		2
451	W	Wilson St	S Bassett St	1		2
312	S	Bassett St		1	314/316 S Bassett St frontage	2
313	W	Wilson St	S Hamilton St	2		2
322 350	S S	Hamilton St		1		2
325	S	Hamilton St		5		2
321	S	Hamilton St		2		2
321	S	Hamilton St	S Henry St	1		2
201		State St	N Henry St	2	near W Mifflin St	3
201		State St	W Mifflin St	1	near N Henry St	3
201	14/	State St	N Fairchild St	1		3
125 15	W N	Mifflin St Fairchild St	N Fairchild St	4		3
122	W	Washington Ave		1		3
122	W	Washington Ave	N Fairchild St	2		3
116	W	Washington Ave		2	6 N Carroll St frontage on W Washington Ave	3
222	W	Washington Ave		2		3
222	W	Washington Ave	N Fairchild St	9		3
201 123	W	Mifflin St Washington Ave	N Henry St	1	127/131 W Washington Ave frontage	3
122	W	Main St		4	3 grinds near S Fairchild St intersection	3
123	W	Main St	S Fairchild St	2	o grande nedi e r anorme et interescenti	3
204	W	Main St	S Fairchild St	1	park frontage	3
201	W	Washington Ave		4		3
204	W	Main St	W Washington Ave	1	park frontage	3
204	W	Main St	S Henry St	1	park frontage	3
204 151	W	Main St Wilson St		1	park frontage between S Henry St and S Fairchild S	3
131	W	Wilson St		2		3
111	W	Wilson St		3		3
106	W	Wilson St		3	102 W Wilson St frontage	3
106	W	Wilson St		2	112 W Wilson St frontage	3
215	S	Hamilton St		10		3
215	S	Hamilton St	W Wilson St	6		3
115 115	W	Doty St  Doty St	S Carroll St	5 1		3
210	v V	Martin Luther King Jr Bl		4		3
210		Martin Luther King Jr Bl		1		3
17	W	Main St	W Doty St	2		3
126	S	Hamilton St	S Fairchild St	3		3
223	W	Main St		1	parking ramp frontage	3
223	W	Main St	S Fairchild St	1	parking ramp frontage	3
223 120	W S	Main St Fairchild St	S Henry St S Henry St	1	parking ramp frontage parking ramp frontage	3
120	S	Fairchild St	W Doty St	3	parking ramp frontage parking ramp frontage	3
216	S	Hamilton St	,	2	ggs	3
204	S	Hamilton St	W Doty St	4		3
000	S	Henry St		4		3
203		Henry St	W Doty St	2		3
203	S					
203 201	S	Hancock St	E Wilson St	2		3
203				2 2 1		3 3 3

			DISTRICT 4 SAV	VCUTS - C	ONTRACT #8557	
		Address	Frontage	# of Sawcuts	Comments	Area (see map)
235 132	Е	King St Wilson St	King St	8		3
211	_	King St	Taning Ot	1		3
203		King St		4		3
106	Е	Doty St	King St	3	2 grinds near E Doty St intersection	3
118 121	Е	King St Main St	S Webster St	6	parking lot frontage	3
110	E	Main St	O Webster Ot	3		3
110	Е	Main St	E Washington Ave	1		3
120	Е	Washington Ave	N Webster St	3	Webster @ E Washington	3
201	E	Washington Ave	S Butler St	1	State property, near E Washington Ave intersection	3
101 101	S	Webster St Webster St	E Main St	8	State property State property	3
101	S	Webster St	King St	4	State property	3
101	S	Webster St	S Butler St	4	State property	3
415	N	Lake St		3	parking ramp frontage	1
405	N	Lake St	11	6	4 grinds in terrace area	1
405 405	N N	Lake St Frances St	University Ave	1		1
425	N	Frances St		2		1
430	N	Frances St		1	parking ramp frontage	1
405	N	Frances St	W Gilman St	1		1
450	W	Gilman St		1		1
430 421	W	Gilman St Gilman St		3	ļ	1
445	W	Gilman St		3		1
466		State St	W Gilman St	2		1
452		State St		1	park frontage	1
422	N	Henry St		3		1
422	N	Henry St	W Gilman St	1		1
205 328	W	Gilman St Gorham St		3	terrace area	1
328	W	Gorham St	N Broom St	5	terrace area	1
321	W	Gorham St		1		1
201	W	Gorham St		5		1
409		State St	W Gorham St	7	316 W Gorham St frontage	1
312 312		Wisconsin Ave Wisconsin Ave	W Johnson St N Carroll St	3		3
312		Wisconsin Ave	W Gorham St	5		3
15	W	Gorham St	TV Comain or	1		3
214	N	Carroll St		2	parking ramp frontage	3
220		State St	W Johnson St	1	133 W Johnson St frontage	3
222 228		State St State St	W Johnson St W Johnson St	1	137 W Johnson St frontage	3
120	W	Johnson St	vv Jonnson St	3	1 grind 128 W Johnson St frontage	3
110	W	Johnson St		1	1 gilla 120 VV dolliloon ot nontago	3
304	N	Carroll St		1		3
304	N	Carroll St	W Johnson St	2		3
308	N	Carroll St		1		3
312 330	N N	Carroll St		1 2		3
330	N	Carroll St	W Gorham St	1		3
107	W	Gorham St		1		3
117	W	Gorham St		1		3
123	W	Gorham St	W O It - O'	2	Objects to the top to	3
120 120	W	Johnson St Johnson St	W Gorham St W Gorham St	1 4	Church property, 129 W Gorham St frontage Church property, parking lot frontage on Gorham	3
149	W	Gorham St	** Gomain ot	1	onaron property, parking for nortlage on Gorifatti	3
33	W	Johnson St		3		3
33	W	Johnson St	Wisconsin Ave	1		3
33	W	Johnson St	W Dayton St	5		3
33 214	W N	Johnson St Carroll St	N Carroll St	3	narking ramp frontege grind at re	3
1	W	Dayton St	N Carroll St	1	parking ramp frontage, grind at ramp	3
1	W	Dayton St	Wisconsin Ave	1		3
2	Е	Mifflin St		1		3
2	E	Mifflin St	Wisconsin Ave	1	grind at ramp	3
123	E	Mifflin St	E Deuter: Ct	1	noulting young front	3
118 100	N N	Pinckney St Hamilton St	E Dayton St N Pinckney St	1	parking ramp frontage	3
100	N	Hamilton St	E Dayton St	3		3
101	N	Hamilton St	N Webster St	1		3
22	N	Webster St		2	by parking lot	3
			TOTAL # SAWCUTS:	982		

			I DISTRICT 8	# of	- CONTRACT #8557	Araa
		Address	Frontage	# of Sawcuts	Comments	Area (see map)
1209		University Ave	W Johnson St	9		1
1209		University Ave	Charter St	4		1
1209		University Ave	University Ave	2	A suite does not discussed as a suite	1
330	N N	Orchard St Orchard St	W Johnson St N Randall Ave	1	1 grind on median island ramp	1
1525	IN	Linden Dr	University Ave	1		1
1525		Linden Dr	University Ave	2		1
425		Henry Mall	University Ave	1	grind around MH, 1300 University Ave frontage	1
1127		University Ave	N Charter St	3	gina diedna iii i, rees eniferen, rite nemage	1
1101		University Ave	N Charter St	1		1
1101		University Ave	W Johnson St	5		1
1022	W	Johnson St	N Mills St	4		1
1022	W	Johnson St		3		1
1019		University Ave	N Mills St	1	325 N Mills St frontage	1
1019		University Ave		3		1
970		University Ave		1	1150 University Ave frontage	1
970		University Ave		2	970 University Ave frontage, across from Brooks St	1
970		University Ave		3	910 University Ave frontage, near Park St	1
975		University Ave		3	Grainger Hall	1
975		University Ave	N Brooks St	2	Near intersection of University Ave/N Brooks St	1
975		University Ave	N Brooks St	2		1 1
975	K.	University Ave	W Johnson St	2		1
306	N N	Brooks St Brooks St	W Johnson St	2		1
306 1001	IN	University Ave		2	+	1 1
821		University Ave	N Park St	4		1 1
821		University Ave	W Johnson St	2		1
821		University Ave	VV OOTHISOTI OL	2		1
802	W	Johnson St		4	East Campus Mall frontage on W Johnson St	1
744	W	Johnson St		1	Zact Gampas man nemage on 11 connect of	1
701		University Ave	W Johnson St	3	1 saw cut near 702 frontage, 2 near 724 frontage	1
701		University Ave	N Lake St	3	3,	1
630	N	Frances St		3		1
610		Langdon St	N Frances St	1		1
602		Langdon St	N Frances St	2		1
602		Langdon St		2		1
610		Langdon St		1		1
614		Langdon St		1		1
614		Langdon St		1	Exposed aggregate terrace walk.	1
626		Langdon St		2	Exposed aggregate terrace walk.	1
626		Langdon St		1		1
609		Lake St		3		1
619	N	Lake St		2		1
625		Mendota Ct		1		1
622		Mendota Ct		1		1
616		Mendota Ct		1	700 Law adam Ottombana Dala Osaban	1 1
800		Langdon St		4	702 Langdon St frontage, Pyle Center	1
701 701		Langdon St Langdon St		1	Memorial Library  Near terrace tree	1
701		Langdon St		2	Terrace concrete	1
701		Langdon St	N Lake St	1	Exposed aggregate terrace walk.	1
701		State St	N Lake St	3	University Book Store. Exposed aggregate terrace walk.	1
432	N	Lake St	7. 24.5 5.	2	Terrace concrete	1
432	N	Lake St		1		1
513	N	Lake St		2	Terrace concrete	1
45	N	Orchard St		1		2
1223		Capitol Ct		2		2
1223		Capitol Ct	Coyne Ct	1		2
1223		Capitol Ct	N Orchard St	2		2
21	N	Orchard St		2		2
1230		Regent St		5		2
1212		Regent St		4		2
10	N	Charter St		5		2
29		Coyne Ct	N Charter St	2		2
29		Coyne Ct	Capitol Ct	1		2
25	N	Orchard St	N Charter St	1	Parking lot frontage on Charter St	2
1133		Spring St		1		2
1333		Spring St	N Charter St	1		2
27	N	Charter St	N 01	3		2
1134		Regent St	N Charter St	3		2
1134		Regent St		3		2
1102		Regent St	NI NEIL- Of	6		2
1102 1050		Regent St	N Mills St	3		2
		Regent St		5 2		2

			וטואוכוט	# of	- CONTRACT #8557	Aros
		Address	Frontage	# of Sawcuts	Comments	Area (see map)
15	N	Mills St		1		2
1020		Regent St		2		2
1007		College Ct	Regent St	1	Parking lot frontage on Regent St	2
1002		Regent St		3		2
914		Regent St		2		2
1301		Spring St	N. Oush and Ot	3		2
1301 27	N	Spring St Randall Ave	N Orchard St N Orchard St	1	Near 20 N Orobord St	2
27	N	Randall Ave	N Orchard St	1	Near 30 N Orchard St Near 26 N Orchard St	2
27	N	Randall Ave	N Orchard St	3	Near 22-24 N Orchard St	2
10	N	Orchard St		6		2
10	N	Orchard St	Regent St	2		2
1330		Regent St		3		2
1398		Regent St		1		2
1398		Regent St	N Randall Ave	5		2
27	Ν	Randall Ave		2	Near 11 N Randall Ave	2
90	N	Orchard St	N Randall Ave	1	Bike path frontage along N Randall Ave	2
45	N	Randall Ave	Spring St	2		2
1309		Spring St	110 1 10	1	0.0	2
1308		Spring St	N Orchard St	4	3 Saw cuts near 112 frontage, 1 near 102 frontage.	2
1308 1314		Spring St Spring St		1		2
1314		Spring St		1	+	2
107	N	Randall Ave		4	2 saw cuts near 103 frontage, 2 near 107 frontage.	2
1325	IN	Randall Ct	N Randall Ave	1	2 53.1 Outo from 100 from ago, 2 from 107 from age.	2
1326		Randall Ct	N Randall Ave	1		2
125	N	Randall Ave		2		2
116	N	Orchard St		1		2
120	Ν	Orchard St		1		2
130	N	Orchard St		1		2
134	N	Orchard St		2		2
1303	W	Dayton St	N Orchard St	1	Near 136 N Orchard St frontage.	2
1303	W	Dayton St		2		2
1309	W	Dayton St		2		2
1329	W	Dayton St		3		2
1308	W	Dayton St	N Randall Ave	3	Wendt Library, 215 N Randall Ave frontage.	2
1308	W	Dayton St		1	Wendt Library	2
1308	W	Dayton St		2 2	Union South frontage on Dayton	2
1216 202	W N	Dayton St Charter St		1		2
202	N	Charter St		2		2
1221	W	Johnson St		1		2
1205	W	Johnson St		1	Parking lot frontage on W Johnson St	2
1105	W	Johnson St	N Charter St	4	Zoology bldg.	2
1105	W	Johnson St		5	Zoology bldg.	2
1105	W	Johnson St	N Mills St	5	Zoology bldg.	2
203	N	Charter St		1	Corner of N Charter St/W Dayton St	2
112	N	Charter St		3	UW Parking lot	2
116	N	Charter St		3	Weeks Hall, Geological Sciences	2
116	N	Charter St	W Dayton St	1	1225 W Dayton St frontage (Atmospheric Sciences)	2
116	N	Charter St	N Orchard St	1	1225 W Dayton St frontage (Atmospheric Sciences), on	2
111	N	Orchard St		1	Orchard St	2
1228	.,,	Spring St		1		2
1224		Spring St		2		2
1001		Spring St		1		2
41	N	Mills St		5		2
21	N	Mills St		1		2
1002		College Ct	N Mills St	1	Parking lot frontage on N Mills St	2
1101		Spring St		3		2
1111		Spring St		2		2
1102		Spring St	N Mills St	1		2
1100		Spring St	N Mills St	1	Bike path frontage along N Mills St	2
1025	W	Johnson St	N Mills St	2		2
1025	W	Johnson St	N Brooks St	1	LIM Dadin a let	2
214	N	Brooks St	N Dreeks Ot	1	UW Parking lot	2
934	W	Dayton St	N Brooks St	3		2
209	N W	Brooks St Johnson St	N Brooks St	2		2
935 915	W	Johnson St Johnson St	N Brooks St	2	near Park St corner	2
111	N	Mills St	Spring St	1	IIICAI I AIN OLOUIICI	2
110	N	Brooks St	Spring St	3		2
928	.,,	Spring St		1		2
		Spring St		3		
920						2

Address Frontage		# of Sawcuts	Comments	Area (see map)		
902		Spring St	N Park St	1	Outlot-bike rental storage	2
108	N	Park St		3	RR frontage, tracks and bike path bridge over Park St. West side of Park St, north of Spring St.	2
919	W	Dayton St	N Park St	2		2
615	W	Johnson St	N Lake St	2	Witte residence hall	2
615	W	Johnson St	W Dayton St	1	Witte residence hall	2
615	W	Johnson St	N Frances St	2	Witte residence hall	2
821	W	Johnson St	N Lake St	1	Gordon Commons	2
821	W	Johnson St		1	Sellery residence hall	2
821	W	Johnson St	N Park St	7	Sellery residence hall	2
821	W	Johnson St	W Dayton St	2	Sellery residence hall	2
835	W	Dayton St	N Park St	2	Ogg residence hall	2
38	Е	Campus Mall	N Park St	2	RR frontage, tracks and bike path bridge over Park St. East side of Park St, north of Spring St.	2
35	N	Park St		2	Smith residence hall	2
21	N	Park St		1		2
826		Regent St	N Park St	2		2
826		Regent St		7		2
930		College Ct	N Park St	1	30 N Park St frontage	2
905		Spring St	N Park St	3		2
905		Spring St		1		2
911		Spring St		4		2
43	N	Brooks St	Spring St	1	Parking lot frontage.	2
802		Regent St		2		2
802		Regent St	E Campus Mall	1		2
21	N	Park St	E Campus Mall	1		2
760		Regent St	E Campus Mall	1	Outlot at NE corner of Regent St/E Campus Mall	2
760		Regent St		2	Outlot at NE corner of Regent St/E Campus Mall	2
700		Regent St		1		2
660	W	Washington Ave	Regent St	4		2
660	W	Washington Ave		3		2
			TOTAL # SAWCUTS:	388		

# SECTION E: BIDDERS ACKNOWLEDGEMENT

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

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 hid)
	a corporation organized and existing under the laws of the State of a partnership consisting of; an individual trading as; of the City of; an individual trading as 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
	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.
SIGNA	ATURE
TITLE	, IF ANY
IIILE	, IF AINT
Swor	n and subscribed to before me this
OWOI	day of, 20
	uay oi, 20
	ary Public or other officer authorized to administer oaths)
My C	Commission Expires
Bidde	ers shall not add any conditions or qualifying statements to this Proposal.

# **SECTION F: BEST VALUE CONTRACTING**

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

# **Best Value Contracting**

The C	ontractor shall indicate the non-apprenticeable trades used on this contract.
active	on General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the apprentice requirement. Apprenticeable trades are those trades considered apprenticeable 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.
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.

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# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

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
	${\tt ENVIRONMENTAL\ SYSTEMS\ TECHNICIAN\ /\ HVAC\ SERVICE\ TECH/HVAC\ INSTALL\ /\ SERVICE}$
	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**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

- 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		-
	Ву		Date
	Name and Title		-
Seal	SURETY		
	Name of Surety		-
	Ву		Date
	Name and Title		-
Nationa authorit	ıl Provider No.	for the year, and the payment and performance	above company in Wisconsin under and appointed as attorney in fact with bond referred to above, which power
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		
City of Madison, Wisconsin		
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.		
about the amena, oxiona or and the coverage of the blenmar bla bona.		
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		
digitative of Authorized Contractor Representative		
Data		
Date		

# **SECTION H: AGREEMENT**

betwee	GREEMENT made this day of in the year Two Thousand and Twenty n hereinafter called the Contractor, and the City of Madison, sin, hereinafter called the City.
	EAS, 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 ctor the work of performing certain construction.
NOW, follows	THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as
1.	<b>Scope of Work.</b> 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:

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 original 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)(I), 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.

# ANNUAL HORIZONTAL SAWCUTTING OF CONCRETE SIDEWALK AND INCIDENTAL WORK (DISTRICT 4 & 8) - 2020 CONTRACT NO. 8557

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:				
Ü		Company Name		
Witness	Date	President	Date	
Witness	Date	Secretary	Date	
CITY OF MADISON, WISCONS	SIN			
Provisions have been made to pay the liability that will accrue under this contract.		Approved as to form:		
Finance Director	Date	City Attorney	Date	
Witness	Date	Mayor	Date	
Witness	Date	City Clerk	Date	

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# **SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESEN as principal, and	ITED, that we	
Company of	as surety, are held and firmly bound unto the City of (\$) Dollars, lawful money of the United y of Madison, we hereby bind ourselves and our se presents.	
	ve bounden shall on his/her part fully and faithfully between him/herself and the City of Madison for the	
ANNUAL HORIZONTAL SAWCUTTIN INCIDENTAL WORK (I CONTRAC	DISTRICT 4 & 8) - 2020	
prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harn	for labor performed and material furnished in the s from all claims for damages because of negligence nless the said City from all claims for compensation es and employees of subcontractor, then this Bond is	
Signed and sealed thisday	of	
Countersigned:		
	Company Name (Principal)	
Witness	President Seal	
Secretary		
Approved as to form:	Surety Seal Salary Employee Commission	
City Attorney	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	