

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

**2023**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH**

**CONTRACT NO. 9365**

**PROJECT NO. 14369**

**MUNIS NO. 14369**

**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>

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH  
CONTRACT NO. 9365**

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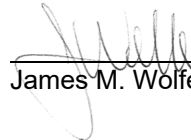
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This Proposal, and Agreement have  
been prepared by:

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

  
James M. Wolfe, P.E., City Engineer

JMW: scl

# 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:	RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH
CONTRACT NO.:	9365
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	9/14/2023
BID SUBMISSION (2:00 P.M.)	9/21/2023
BID OPEN (2:30 P.M.)	9/21/2023
PUBLISHED IN WSJ	9/7/2023 & 9/14/2023

**PREQUALIFICATION APPLICATION:** Forms are available at the same location or on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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 [www.bidexpress.com](http://www.bidexpress.com), or by hand at 1600 Emil St. The bids will be posted online 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 - 2023 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

All bids, sealed or electronic, must be accompanied with a Bid Bond (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. 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  Hydro Excavating
- 243  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 Historic Masonry

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

**SECTION C: SMALL BUSINESS ENTERPRISE**

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

SBE NOT APPLICABLE

## SECTION D: SPECIAL PROVISIONS

### RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH CONTRACT NO. 9365

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 102.1 PRE-QUALIFICATION OF BIDDERS

##### CATEGORY #399 HISTORIC MASONRY

This project requires specific and extensive knowledge of construction of historic stone walls. Work to be performed under Bid Item 90000 must be performed by a Contractor prequalified under category 399 – Historic Masonry.

If the prime Contractor is prequalified in a category other than 399 – Historic Masonry, their Subcontractor must be prequalified under 399 – Historic Masonry prior to construction.

If their Subcontractor is not prequalified under 399 prior to bidding, they shall submit documentation specific to meeting the experience requirements outlined under **Experience Requirements for Prequalification 399 – Historic Masonry** to Sarah, Lerner, Project Engineer, on or before September 21, 2023 at 2:00 pm. The Project Engineer shall then respond to the Contractor accepting or denying qualifications and eligibility. No submittals received after September 21, 2023 at 2:00 pm shall be considered. The contact information for the Project Engineer is:

Sarah Lerner  
City of Madison – Engineering Division  
210 Martin Luther King Jr Blvd, Room 115  
Madison, WI, 53703  
[slerner@cityofmadison.com](mailto:slerner@cityofmadison.com)  
608-261-8592

The prime Contractor shall be required to use the subcontractor submitted for approval on the project, and that subcontractor is required to become prequalified prior to construction.

Contractors shall note that the prequalification application requires an Affirmative Action Plan be approved and on file. For more information visit:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified>

**ALL BIDS THAT ARE PROVIDED WITHOUT THE CONTRACTOR SUPPLYING THIS INFORMATION AS SPECIFIED IN THESE SPECIAL PROVISIONS SECTION 102.1 – PREQUALIFICATION OF BIDDERS SHALL BE CONSIDERED NON-RESPONSIVE.**

##### **Experience Requirements for Prequalification 399 – Historic Masonry**

The Contractor or Contractor's subcontractor shall have completed work in similar material, design and extent to that indicated for this project and shall demonstrate completion of similar successful projects. A resume of qualifications shall be submitted to determine if the Contractor performing the work will be prequalified under item #399, Historic Masonry.



- Contractor must submit written documentation of at least three (3) individual projects completed in the last 20 years for which they have been the primary mason.
  - The written submission must include the following:
    - Name and address of project
    - Name, phone number and/or email of client
    - Date of project completion
    - Brief description of project

**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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

**ARTICLE 104: SCOPE OF WORK**

This Contract shall include documenting, assessing, deconstructing, salvaging and stockpiling stones, import of new stone and reconstructing historic stone retaining wall located on at 600 Glenway Street in Madison, Wisconsin.

The scope of work includes furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this Contract. The Contractor shall provide workers who perform quality work and who are experienced and knowledgeable in historic retaining wall reconstruction.

**SECTION 104.4: INCREASED OR DECREASED QUANTITIES**

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

**SECTION 105.12 COOPERATION BY THE CONTRACTOR**

The Contractor shall perform a One Call through Digger's Hotline for the site at least three days prior to beginning construction. The Contractor shall allow access to utility companies and resolve any conflicts that may arise during construction. It will be the responsibility of the Contractor to work with the utilities located in the project area to resolve conflicts during the construction process.

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

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

The Contractor shall attend a pre-construction meeting prior to the start of construction. The Contractor shall use care when accessing the site and during construction not to damage existing trees, plantings, fences, retaining walls, existing utilities, concrete curb, sidewalk, asphalt pavement and other facilities that are in the area to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense per the City of Madison Standard Specifications. The Contractor shall use care around all existing trees that are to remain. No trees that are to be preserved shall be cut without the approval of the Landscape Architect. **The Contractor shall protect and not disturb vegetation.**

Contractor shall confine their operations to work areas indicated on the plans and right-of-way. Contractor shall not trespass. Any damage to private property caused by access shall be restored in kind by Contractor at Contractor's expense. Contractor may NOT store materials, or stage equipment on private property and shall obtain permission if they wish to store materials or equipment on public property other than areas identified in the plans.

This site is adjacent to a highly used public park and bike path.

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. Contractor may stage equipment, stockpile and store materials within the areas identified on the plan that will not affect existing trees or tree roots to remain or protected vegetation. These areas will be restored in kind when construction is complete.

Damage occurring to the structure during construction shall be the Contractor's responsibility including damage from stormwater runoff and damage from the public. It is the Contractor's responsibility to ensure the site is secure, and protected when not under construction. Any damage shall be the Contractor's responsibility and shall be repaired at the Contractor's expense at no additional charge to the City.

The plans and specifications were created by the City of Madison. Contact Sarah Lerner, Landscape Architect at City Engineering with any questions or discrepancies found on the plans at [slerner@cityofmadison.com](mailto:slerner@cityofmadison.com).

### **SECTION 105.13            ORDER OF COMPLETION**

The Contractor shall phase construction operations to minimize the amount of time that there is disturbance within the project. The Contractor is responsible for their construction staging and shall do so to minimize the impacts to the project site.

### **SECTION 107.6            DUST PROOFING**

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

### **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 adjacent streets, including bike lanes and bike paths, shall be kept open to all traffic and the Contractor shall keep the portions of the street being used by public traffic around the project in such condition that traffic will be safely, reasonably and adequately accommodated. The Contractor shall provide and maintain in safe and adequate condition temporary approaches, crossings and intersections with roads and necessary driveways. The Contractor shall bear all the expense of maintaining traffic over sections of streets adjacent to the project that may be impacted during mobilization, staging, construction, hauling and any other aspect of construction of this project. The Contractor is to create any traffic control plans

necessary to complete construction along with recognizing and obtaining any traffic control approvals necessary.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Any traffic control may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

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

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. The sidewalk between Glenway Street and Cross Street shall remain open at all times. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

The 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.

## **ARTICLE 108.2      PERMITS**

The following permits are have been acquired by the City for this project:

1. City of Madison Erosion Control Permit

Permits are required prior to authorizing the start of construction.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

A City of Madison Erosion Control permit will be applied for and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events on weekends and holidays, and this work will be paid for under the appropriate bid item. A copy of the permit will be provided to the contractor prior to construction.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees.

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

This project was approved by the South Central Wisconsin Rails Transit Commission on July 26, 2023. An email approving these is included in this contract.

## **SECTION 109.2      PROSECUTION OF WORK**

Work shall only proceed after the contract is awarded, routed, and signed by all parties, and following the preconstruction meeting. The anticipated earliest date that work could potentially start on this contract is September 25, 2023. The Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Once work begins under this contract, all work shall be completed within **THIRTY (30) CALENDAR DAYS**.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications.

## **SECTION 109.7      TIME OF COMPLETION**

Regardless of the start date, all work shall be completed on or prior to **NOVEMBER 30, 2023**.

## **SECTION 110.1:      MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page will be paid for at the quantity listed in the proposal page, and will not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer.

## **BID ITEM 10911 – MOBILIZATION**

### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. The Contractor shall not stage equipment or materials outside of the project limits. Staging of materials within the street shall not be allowed.

Damage to curb and gutter, vegetation, sidewalks, streets or other features or on adjacent property shall be the responsibility of the Contractor to repair at no additional cost to the City.

Root compaction is a concern at this location. The Contractor shall limit heavy equipment and root compaction. In areas where use of heavy equipment or staging over roots is unavoidable, the Contractor shall install wood mulch to protect roots from compaction. The Contractor shall be responsible for removing wood mulch once the project is complete.

## **BID ITEM 20221 - TOPSOIL**

Work under this bid item shall including import, stockpiling, and placement of topsoil at locations determined by the Engineer.

This bid item may be reduced or eliminated if no or little additional topsoil is required.

## **METHOD OF MEASUREMENT**

Topsoil shall be measured by the actual quantity of square yards of area which has been seeded with the contract, within the limits designated on the plans or in the contract or as ordered by the Engineer.

#### **BASIS OF PAYMENT**

Topsoil measured as provided above, will be paid for at the contract unit price per square yard as defined in the latest edition of the Standard Specifications for Public Works Construction.

#### **BID ITEM 20701 - TERRACE SEEDING**

##### **DESCRIPTION**

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, in accordance with Article 207 of the Standard Specifications at locations identified by the Engineer.

Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the site.

The Contractor shall contact by the Rich Bergmann, Parks Division Construction Supervisor at (608) 266-6289 [rbergmann@cityofmadison.com](mailto:rbergmann@cityofmadison.com) to approve Terrace Seeding prior to installing Erosion Matting.

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

Approximately 148 square yards of terrace seeding is designated for seeding the entire area within the construction fencing identified for access. This quantity may be reduced or eliminated.

##### **METHOD OF MEASUREMENT**

Terrace Seeding shall be measured by the actual quantity of square yards of area which has been seeded with the contract, within the limits designated on the plans or in the contract or as ordered by the Engineer.

#### **BASIS OF PAYMENT**

Terrace Seeding, measured as provided above, will be paid for at the contract unit price per square yard as defined in the latest edition of the Standard Specifications for Public Works Construction.

#### **BID ITEM 21002 - EROSION CONTROL INSPECTION**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor, and incidentals necessary for the Contractor to perform and rain inspections ½" rainfall erosion control inspections per Article 210 of the City of Madison Standard Specifications for Public Works Construction and as identified in these special provisions within 24 hours of the end of any Friday, Saturday, or day prior to the Holiday rain day exceeding ½" in total depth or as directed by the Construction Engineering. Weekly inspections during the week shall be completed by city staff.

The Contractor shall be required to submit erosion control inspections while the project is active through the City of Madison permit tracking website: <https://elam.cityofmadison.com/CitizenAccess/Default.aspx>

#### **BID ITEM 21024 – SILT SOCK (12 INCH) – COMPLETE**

##### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 12 inch silt sock in accordance with the City of Madison Standard

Specifications for Public Works Construction.

41 linear feet are included in the proposal at locations shown on the plans. 100 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

#### **METHOD OF MEASUREMENT**

Silt sock (12 inch) - Complete shall be measured by the actual quantity of linear feet installed as defined in the latest edition of the Standard Specifications for Public Works Construction.

#### **BASIS OF PAYMENT**

Silt sock (12 inch) - measured as provided above, will be paid for at the contract unit price per linear feet as defined in the latest edition of the Standard Specifications for Public Works Construction.

#### **BID ITEM 21062 - EROSION MATTING, CLASS I, URBAN TYPE B- ORGANIC**

#### **DESCRIPTION**

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

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

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

Anchorage devices shall be submitted to the Engineer for approval prior to placement.

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

Trimming of the Erosion Matting, Class I, Urban Type B - Organic required to accommodate fence location shall be considered incidental to this bid item.

This bid item may be reduced or eliminated if no or little additional matting is required.

#### **METHOD OF MEASUREMENT**

Erosion Matting, Class I, Urban Type B - Organic shall be measured by the actual quantity of square yards of area which has been seeded with the contract, within the limits designated on the plans or in the contract or as ordered by the Engineer.

#### **BASIS OF PAYMENT**

Erosion Matting, Class I, Urban Type B - Organic, measured as provided above, shall be paid for at the contract unit price per square yard as defined in the latest edition of the Standard Specifications for Public Works Construction.

## **BID ITEM 90000 – DECONSTRUCT AND REBUILD STONE RETAINING WALL**

### **DESCRIPTION**

This work includes all labor, materials, equipment, tools, protection and incidentals necessary to reconstruct the existing sandstone and ashlar cut stone retaining wall as identified in plans and these special provisions.

This work shall include documenting the placement of existing stones, assessing the conditions of stones that are not suitable for re-use, deconstructing the existing wall, removing existing mortar, stockpiling and protecting existing stone suitable for reuse, and reconstructing wall to match existing appearance and stone placement. All repair and replacement materials shall match historic construction in all physical and visual aspects, including material, form, size, shape, color, texture and workmanship.

### **MATERIALS**

The Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of the contract. It is the intent of this project to salvage, preserve and reuse existing historic stone to the greatest extent possible. All repair and replacement methods and materials shall match the existing historic condition in all physical and visual aspects, including material, form, size, shape, color, texture and workmanship. All work shall be performed using the gentlest methods available.

#### Stone

Prior to deconstruction, the Contractor shall identify salvageable stones and stones that have deteriorated beyond repair which shall be replaced with reconstruction for approval by the Landscape Architect. Contractor shall also provide the Landscape Architect with a drawing or matrix showing the documentation of the existing placement of the stones that will be used for reconstruction.

Should replacement stone be required due to irreparable damage; replacement stone shall match all physical properties including color, texture, shape, and size of existing stones. The Contractor shall obtain approval from the Landscape Architect for replacement stone prior to construction. Any materials not suitable for re-use shall be disposed of by the Contractor at no additional cost to the City.

Any damages to approved stone prior to substantial completion, due to Contractor or subcontractor operations, wave activity, or otherwise, shall be repaired by the Contractor at no additional cost to the Owner.

#### Mortar

Install new joints using mortar to match historic appearance, texture, pointing profile, and formation. Mortar used shall be St. Astier Natural Hydraulic Lime NHM 3.5, distributed by TransMineral USA.

Sand shall be clean and uncontaminated by clay/silt and shall be as follows:

1. Clean, sharp, free from loam, silt, vegetable matter, salts, and other injurious substances, conforming to ASTM C144 standard.

Mortar shall match the original color and texture. If applying pigment to match existing mortar, the Contractor shall provide color samples of mortar for approval by the Landscape Architect prior to construction.

Do not use frozen materials or materials mixed or coated with ice or frost. Do not lower the freezing point of mortar by the use of admixtures or anti-freeze agents, do not use chlorides in the mortar.

## EXECUTION

The Contractor shall provide a means and method plan identifying project timeline and approach including, method for excavation support, access and mobilization to work areas, protection of surrounding stone and landscape, methods for deconstruction and tools for cleaning stone for re-use, methods and mock-ups.

There is no water or electricity available at the site.

This work shall include preliminary spot cleaning of the existing stone.

The Contractor shall exercise care in the transportation of all stone materials to prevent cracking, splitting, spalling, etc., that would otherwise lead to rejection at the job site.

During deconstruction, support and protect remaining stone work that surrounds removal areas and adjoining construction in an undamaged condition. Remove mortar, loose particles and soil from stone and clean existing stone. Re-use salvaged stone to the extent possible.

Existing materials deemed unsuitable, as well as materials which have been delivered to the project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the project site at the Contractor's expense.

### Delivery Storage and Handling

The Contractor shall be responsible for delivering and storing materials to the project site. During storage and construction, all materials shall be protected. Stone shall be stored in a dry location or in waterproof containers and kept on pallets

### Mortar

Remove all existing mortar and masonry prior to installation of any reusable stone.

New mortar shall be placed at all joints.

Keep mortar from drying out too quickly. Protect from direct sun and high winds for the first 72 hours after installation. Follow the manufacturer's recommendations at all time. Be aware that over-wetting is also possible which can lead to the mortar becoming frost feeble. Consult the manufacturer for all questions regarding the nature and handling of mortar.

Allow mortar to harden at least 5 days prior to beginning cleaning work.

Work shall be conducted when the average low temperature is less than 45 degrees Fahrenheit and not above 95 degrees Fahrenheit and will remain so for at least 120 hours after completion of the work. To prevent premature evaporation of the mortar, phase masonry work during hot weather by completing the process on the shady side of the wall or by scheduling installation of materials during cooler evening hours.

For Cold-Weather Requirement for masonry repair and mortar:

1. Follow ACI 530 and manufacturers written installation requirements.

Hot-Weather Requirements:

2. Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 90 degrees Fahrenheit and above.

Remove all mortar that comes in contact with the face of the stone to prevent staining.



Cover partially completed work when work is not in progress.

Excavation support shall be reinforced to ensure support capable of withstanding all weather conditions including high winds.

Stormwater and Erosion

Surface water runs directly from the top of the wall, to the bottom of the wall. Additionally, this wall surrounds an existing pipe that discharges water during storm events. The Contractor shall be required to install silt sock during construction while the ground is disturbed under bid item 21024. It is anticipated that earth support measures shall be required during the reconstruction of the wall. The means and methods for such support shall be provided to the Landscape Architect prior to commencement of work. All site stabilization measures shall be the responsibility of the Contractor to install, maintain, remove and dispose of and shall be considered incidental to this bid item. Any failures of the earth support system shall be the responsibility of the Contractor to remedy.

**METHOD OF MEASUREMENT**

Deconstruct and Rebuild Stone Retaining Wall shall be measured lump sum for all completed work.

**BASIS OF PAYMENT**

Deconstruct and Rebuild Stone Retaining Wall includes furnishing all labor, equipment, materials and incidentals as required to complete the work including removing, sorting, storing, excavation and design and installation of excavation support, backfilling, disposing materials, mortaring and reconstruction stacked stone wall. Partial payments will be given based on the percentage of work completed.

**END OF SPECIAL PROVISIONS**

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH  
CONTRACT NO. 9365**

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 - 2023 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**

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH  
CONTRACT NO. 9365**

**Best Value Contracting**

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

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

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

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

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

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH  
CONTRACT NO. 9365**

**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**

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:

### **RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH CONTRACT NO. 9365**

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-Three 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:

### **RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH CONTRACT NO. 9365**

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.

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH  
CONTRACT NO. 9365**

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

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Witness 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

\_\_\_\_\_  
City Attorney Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, 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:

**RAILROAD ARCH CULVERT REPAIR AT SOUTHWEST BIKE PATH  
CONTRACT NO. 9365**

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