

BID OF _____

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION

CONTRACT NO. 9681

MUNIS NO. 67001

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>

**DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
CONTRACT NO. 9681**

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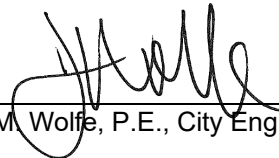
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MATERIALS AVAILABLE IN BID EXPRESS:

Exhibit A: Dairy Drive Demo Plans
Exhibit B: Dairy Drive Demo Specifications
Reference Doc 1: Reuse and Recycling Plan
Reference Doc 2: Dairy Drive Restroom Building
Reference Doc 3: Dairy Drive Pallet Shelters

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: LA

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:	DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
CONTRACT NO.:	9681
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	September 11, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	September 18, 2025
BID SUBMISSION (2:00 P.M.)	September 25, 2025
BID OPEN (2:30 P.M.)	September 25, 2025
PUBLISHED IN WSJ	September 4, 11 & 18, 2025

Questions and Clarifications: Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have **#9681 DAIRY DR CAMPGROUND DEMO AND SITE RESTORATION** in the submit line.

The **deadline** for receiving questions and clarifications shall be **4:00 p.m. on Thursday, Sept. 18, 2025**.

No additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

Publishing Addendums: The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or before noon on Tuesday, Sept. 23, 2025. The City of Madison reminds all General Contractors that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, 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: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Isaac Gabriel at (608) 267-1197, or Kyle Frank at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR 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 _____

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid. This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

**DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
CONTRACT NO. 9681**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
CONTRACT NO. 9681**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		_____ %

SBE Subcontractors Who Are Suppliers

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

**DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
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Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

☐ Yes ☐ No

3. Did this SBE submit a bid? ☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION CONTRACT NO. 9681

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: PREQUALIFICATION OF BIDDERS

Prime contractors bidding this contract shall be prequalified in one of three categories below:

- **Building Demolition (category 110) or General Building Construction, Equal or less than \$250,000 t (category 415) or General Building Construction, \$250,000 to \$1,500,000 (category 420)**
 - Contractor must be prequalified by the date indicated on page A-1 of the bidding documents.

SECTION 102.8: EXAMINATION OF SITES OF WORK

The Pre-Bid Site Tour is scheduled for Tuesday, Sept. 16, 2025 at 8:30 a.m. Contractors shall meet at the project site, 3202 Dairy Dr., Madison, WI.

SECTION 102.9 BIDDERS UNDERSTANDING

All Contractors are reminded that this is a Public Works contract for the City of Madison and is exempt from State Sales Tax. Refer to this section of the City Standard Specification for Public Works and Specification 00 62 76.13 in Exhibit B for more information.

The City of Madison Common Council will meet on September 16, 2025 to consider extending the Dairy Drive Campground operations to spring of 2026. If the Common Council approves extension of the Dairy Drive Campground operations the City of Madison will proceed to cancel this bid advertisement. If the Common Council does not approve extension of the Dairy Drive Campground operations to spring of 2026, the bid advertisement and due date will continue as indicated in the bidding documents and any addenda.

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 103: AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Isaac Gabriel, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, October 30, 2025**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion dates.

Payment and Performance Bonds shall be dated no sooner than **Wednesday, October 29, 2025**.

The bidder must completely fill in the bid items and the Grand Total. After the initial bid advertisement and prior to bid opening, the City will establish a Construction Budget Dollar Value. The City will open all bids and if any single responsible bidder submits a Grand Total that is below the Construction Budget Dollar

Value, City staff will make a recommendation to award the contract. The City shall have the right to reject all bids regardless of the value of the bids submitted. In the event that a single bid is submitted, opened, but rejected, the City will not publish the dollar amount of the bid submitted.

SECTION 104: **SCOPE OF WORK**

This contract is for the demolition of structures, site features and asphalt and/or concrete paving located 3202 Dairy Dr., Madison, WI.

The contract work shall be as described in the plans, specifications, and bid item summaries. The work shall include but not be limited to the following:

- Installation of tree protection and erosion control measures.
- Protecting right of way easements for use during construction.
- Removal of all hazardous materials and devices according to all regulatory codes and provide copies of the manifests to the City Construction Manager.
- Recycling of building materials per the City of Madison approved Reuse and Recycling plan and providing copies of the manifests to the City Construction Manager.
- Plugging existing sanitary service lateral to the structure.
- In the event of an unsuccessful auction of the bathroom building, demolition and removal of the building, including concrete piers, steel beams, platform and ramps.
- In the event of an unsuccessful auction of any or all of the pallet shelters, demolition and removal of such units, including the concrete pads.
- Removal of asphalt or concrete paving, and drive aprons.
- Salvaging and delivery to City, two RCP and one HDPE drain pipes.
- Removing of rip rap at the stormwater ditches.
- Installation of six inches of clean subsoil and six inches of clean topsoil in all disturbed areas as required.
- Re-grading the disturbed area, seeding and installation of protective matting as specified in these special provisions.
- In the event of an unsuccessful auction, removal of the perimeter fence and gates after completion of final grading, seeding and matting.
- Constructing new concrete curb and gutter within the street right-of-way with asphalt patching and terrace restoration.

The scope of work includes the 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 use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

In addition, the Contractor shall include all costs of permits (except as noted in Section 108.2 below), disposal, equipment rental, and any other costs whatsoever which may be required for execution of this contract.

SECTION 104.1: **LANDS FOR WORK**

This contract is to be performed at 3202 Dairy Dr. located in Madison, WI.

The Contractor shall only be allowed entrance and exiting to the site at the designated construction entrance shown on the construction documents.

The Contractor shall follow all specified erosion control methods and restoration requirements as provided with these plans and specifications.

The Contractor shall contain all demolition and construction activities within the area of demolition shown on the plans.

SECTION 104.2: **INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

The contract documents are complimentary of each other and consist of all of the following. The Contractor and all Sub-contractors shall be responsible for reviewing all documents that may affect their understanding of the work to be performed under this contract.

- The City Standard Specification

<http://www.cityofmadison.com/business/pw/specs.cfm>

- These Special Provisions
- All Addendums to the bidding documents
- Any supplemental instructions, details, or specifications issued during the course of the contract.
- Exhibit A – Project Plans
- Exhibit B – Project Specifications
- Reference Doc 1 – Reuse and Recycling Plan
- Reference Doc 2 – Dairy Dr. Restroom Building
- Reference Doc 3 – Pallet Shelters

SECTION 104.8: REMOVALS

The Contractor shall provide documentation for all disposals of items removed from this site as part of the demolition. Documentation shall include date, material, weight, quantity, volume, and hauler as well as whether it was recycled, diverted from, or entered into a landfill.

Pursuant to City of Madison General Ordinance 10.185, Recycling and Reuse of Construction and Demolition Debris, the contractor shall be responsible for recycling all reasonably clean materials including but not limited to concrete, asphalt, and metals from this project site. Contractor shall include all costs associated with recycling/disposal in their bid price and shall retain any monies received through recycling efforts.

The contractor shall review requirements in Reference Doc 1 – Reuse and Recycling Plan.

SECTION 104.11: FINAL CLEANUP

Prior to final walk through the Contractor shall perform a thorough final site cleanup including but not limited to all of the following:

- Perimeter fencing is removed.
- Construction entrance removed.
- Site graded per plan, seeded, and erosion matting is installed and properly staked.
- Sidewalk and traffic lanes are clean of dirt, stone, and debris.
- Silt Sock shall remain in place until after seed has established.

SECTION 105.5: INSPECTION OF WORK

The Contractor shall be responsible for coordinating all required inspections with the appropriate regulatory agency having jurisdiction.

SECTION 105.6: CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the “Questions and Clarifications Deadline” as noted in Section A of the bid documents.

If a conflict exists within the Specifications or exists within the Drawings, the Contractor shall perform the work that most closely fits the City’s intent of this contract.

SECTION 105.9: SURVEYS, POINTS AND INSTRUCTIONS

The Contractor shall be responsible for furnishing and setting any construction survey stakes or reference points and bench marks necessary to establish the location, alignment, and elevation for the project.

SECTION 105.12: COOPERATION BY CONTRACTOR

The Contractor shall attend a pre-construction meeting prior to the start of construction at each site. The City may determine that this meeting shall be held via remote conferencing and will provide a method to remote conference the preconstruction meeting if necessary.

The Contractor shall be responsible for all temporary facilities including heat, water, electricity, toilet facilities, etc. as needed. There will be no permanent power provided at the site. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility.

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.

Utilities exist on/near the site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction.

NO changes to the proposed elevations or site improvements may be made within any utility easement without written approval from the Engineer.

All excessive noisy activities will need to be coordinated and scheduled with the City Construction Manager (CCM) for City of Madison Engineering. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday and Sunday 10:00 AM to 7:00 P.M. in such a manner as to unreasonably interfere with the peace, comfort and quality of life of the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk, or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

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

The City will attempt to auction the following items to the public, for removal PRIOR to the contractor for this contract commencing on site:

1. Existing bathroom / office building with wood decking.
2. Existing pallet shelters and concrete bases.
3. In the event that the above items are unsuccessfully auctioned or remain on site at the time the contractor commences demolition activities on site, the removal of the items will be the responsibility of this contractor and shall be demolished per the City's Reuse and Recycling plan.

The City will be auctioning to the public, the perimeter chain link fence and gates, for removal AFTER the site grading and seeding/matting is completed. The contractor for this contract shall notify the City Construction Manager thirty (30) days prior to final grading and seeding is to be completed in order to schedule the fence removal with the auction winner. In the event that the fence is unsuccessfully auctioned or remains, the removal of the perimeter fencing and gates will be the responsibility of this awarded contractor AFTER site grading, seeding and matting is completed.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

SECTION 107.2: PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection and restoration of all new and existing work.

The Contractor shall take extreme care with protecting the trees and public sidewalk adjacent to the project sites. The Contractor with the Project Manager shall walk the site and record the condition of existing adjacent items, with photos, to create a benchmark for restoration.

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 contract.

SECTION 107.7: MAINTENANCE OF TRAFFIC

A Traffic Control Plan is not required for this project. However, the contractor shall be prepared to properly execute the following as needed:

- Any closure of adjacent streets surrounding each parcel's travelled way or sidewalk adjacent to the demolition site requires a Street Occupancy Permit. The Contractor shall be responsible to obtain the permit, if necessary.
- The Contractor shall provide traffic flaggers as necessary for construction vehicles entering and exiting the site.

SECTION 108.2: PERMITS AND LICENSING

The Contractor shall be fully responsible for applications, fees, and any permits required but not included below associated with abatement, demolition, and inspection to meet all applicable codes.

- The following list indicates permits in progress by the Owner and the responsibility of the Owner or the Contractor for finalizing and obtaining each:
 - WI-DNR WRAPP Water Resources Application for Project Permit, (formerly known as a Notice of Intent NOI)
 - The City of Madison will have submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit. The City of Madison will obtain a City of Madison Erosion Control Permit.
 - City of Madison Erosion Control Permit. The Owner will have completed and obtained the required ECP permit.
 - The Contractor shall be responsible for installing, maintaining, and removing all erosion control measures for the duration of the contract.
 - The Contractor shall be responsible for any required rain event reports that must be filed under the ECP.
 - The Contractor shall be responsible for closing the ECP upon completion of the project.
 - Demolition Permit. The Owner will have completed all required plan reviews necessary for the obtaining the Demolition Permit prior to the Contractor receiving the Start Work Letter.
 - The Owner shall be responsible for paying for the permit.
 - The Contractor shall be responsible for scheduling all required inspections; and for closing the permit. The Contractor shall provide copies of the closing report to the Project Manager.
 - Street Terrace Permit. If needed, the Contractor shall be responsible for applying and paying for the permit, scheduling all required inspections; and for closing the permit.
 - Sewer Plug Permit. The Owner will have completed all required plan reviews necessary for obtaining the Sewer Plug Permit prior to the Contractor receiving the Start Work Letter.
 - Permanent plugging of the sanitary sewer lateral at the point where it enters public right of way
 - The Owner shall be responsible for paying for the permit.

- City Engineering Operations Section shall inspect the plugging of the sanitary sewer lateral. Notify the City Engineering Operations Section to schedule an inspection of the sewer plugs prior to beginning backfill operations.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

SECTION 109.2: PROSECUTION OF WORK

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement.

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

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about November 17, 2025.

Milestone #1 – Demolition of the bathroom building and foundation, pallet shelters and pads, all asphalt and gravel paths, stormwater drains, and drive aprons, and replacement of curb and gutter, shall be completed no later than December 31, 2025. This shall include final reviews completed by the City Construction Manager and other regulatory inspections as required.

Milestone #2 – The Contractor shall have completed final grading, restoration and seeding/matting of the disturbed area and removal of the perimeter fence and gates, no later than May 29, 2026. This shall include final reviews completed by the City Construction Manager and other regulatory inspections as required.

SECTION 202.2(a)(b): SELECT FILL (CLEAN FILL)

For all fill material necessary and accomplish grades shown, use clean compactable fill (no clay) or select fill as described in sections 202.2(a) and 202.2(b) of the City Standard Specifications. Crushing of concrete to be done on-site.

SECTION 202.2(f): TOPSOILS

Place and distribute six (6) inches of topsoil. Topsoil shall comply with Article 202.2(f) of the Standard Specifications.

The Contractor shall notify the City Construction Manager a minimum of 48 hrs prior to inspect and approve the finish grade **prior to seeding and erosion matting**. If seed and mat are placed prior to the finish grade inspection, the Contractor may be required to remove matting and re-seed at no additional cost to the City.

SECTION 207.3(a) and (b) TERRACE SEEDING, SITE SEEDING

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

Contractor to note – the City Construction Manager shall be contacted to review and approve the finish grade prior to seeding and mulching.

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

SECTION 210.1(b) CONSTRUCTION ENTRANCE

The Contractor shall provide and install a stone tracking pad according to WDNR Conservation Practice 1057 and a 3/4" plywood runway as indicated on the demolition plan. Tracking pad shall provide sufficient space for removing mud/dirt from vehicle tires. Plywood runway is to minimize damage to existing sidewalk.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

SECTION 210.1(e) SILT FENCE, SILT SOCK (8 inch)

The Contractor shall provide, install, maintain, and remove the silt fence or 8 inch silt sock as indicated on the erosion control plan and in accordance with the City of Madison Standard Specifications for Public Works Construction. Installation shall include the initial installation in the terrace and relocation as necessary to the property side of the sidewalk as final grading is completed.

SECTION 210.1(f) INLET PROTECTION TYPE D COMPLETE

The Contractor shall provide, install, maintain, and remove inlet protection as indicated in the demolition plan according to WDNR Conservation Practice 1060.

SECTION 210.2(c) EROSION MATTING

The Contractor shall provide, install, and maintain Erosion Matting, Class I Urban Type A over all disturbed areas after final grading and seeding have been completed. Anchorage devices shall be completely biodegradable. Photo biodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices.

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

SECTION 302 TYPE "A" CONCRETE CURB AND GUTTER

Install Type "A" concrete curb and gutter as defined in City of Madison Standard Specifications at locations where driveway aprons are to be removed. Replace existing concrete curb and gutter sections to provide sections of not less than six (6) feet and not more than fifteen (15) feet unless otherwise directed by the Engineer/Inspector.

Curb head and gutter shall be per Standard Detail Drawing 3.06, Type "A" to match existing.

BID ITEM 90000 – LUMP SUM

DESCRIPTION

BID ITEM 90000 shall include the lump sum for mobilization.

METHOD OF MEASUREMENT

BID ITEM 90000 shall be measured as LS (LUMP SUM) for mobilization. The Contractor shall provide the City Construction Manager with all final certifications and written evidence of proper handling and disposals per the City's Reuse and Recycling Plan for completion of this bid item. Partial payments shall

be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90000 shall be paid for at the contract unit price. Partial payments may be authorized by the City Construction Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90001 – LUMP SUM

DESCRIPTION

BID ITEM 90001 shall include the lump sum for the demolition and disposal of the existing bathroom/office building and wood decking per plans and specifications, in the event of an unsuccessful public auction. Demolition shall be in accordance with Article 203 of the Standard Specifications. Do not include the foundation / footings lump sum that is in Bid Item 90003.

METHOD OF MEASUREMENT

BID ITEM 90001 shall be measured as LS (LUMP SUM) for all of work necessary for demolition and disposal as described above. The Contractor shall provide the City Construction Manager with all final certifications and written evidence of proper handling and disposals per the City's Reuse and Recycling Plan for completion of this bid item. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90001 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90002 – LUMP SUM

DESCRIPTION

BID ITEM 90002 shall include the lump sum for salvaging the existing 30' RCP, the existing 45' RCP, and the 75' HDPE pipes for reuse and delivery to City Engineering clean fill site at 402 South Point Rd. Demolition shall be in accordance with Article 203 of the Standard Specifications.

METHOD OF MEASUREMENT

BID ITEM 90002 shall be measured as LS (LUMP SUM) for all of work necessary for salvaging and delivery as described above. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90002 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90003 – LUMP SUM

DESCRIPTION

BID ITEM 90003 shall include the lump sum for the demolition and disposal of the existing bathroom/office building's foundations / footings per plans and specifications. Demolition shall be in accordance with Article 203 of the Standard Specifications. Do not include the bathroom/office building and deck lump sum that is in Bid Item 90001.

METHOD OF MEASUREMENT

BID ITEM 90003 shall be measured as LS (LUMP SUM) for all of work necessary for demolition and disposal as described above. The Contractor shall provide the City Construction Manager with all final certifications and written evidence of proper handling and disposals per the City's Reuse and Recycling

Plan for completion of this bid item. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90003 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90004 – EACH UNIT

DESCRIPTION

BID ITEM 90004 shall include the unit cost for the demolition and disposal of the existing pallet shelters per plans and specifications, in the event of an unsuccessful public auction. Demolition shall be in accordance with Article 203 of the Standard Specifications. Do not include the pallet shelter concrete base unit cost that is in Bid Item 90005.

METHOD OF MEASUREMENT

BID ITEM 90004 shall be measured as EACH for all of work necessary for demolition and disposal as described above. The Contractor shall provide the City Construction Manager with all final certifications and written evidence of proper handling and disposals per the City's Reuse and Recycling Plan for completion of this bid item. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90004 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90005 – EACH UNIT

DESCRIPTION

BID ITEM 90005 shall include the unit cost for the demolition and disposal of the existing pallet shelter's concrete bases per plans and specifications, in the event of an unsuccessful public auction. Demolition shall be in accordance with Article 203 of the Standard Specifications. Do not include the pallet shelter unit cost that is in Bid Item 90004.

METHOD OF MEASUREMENT

BID ITEM 90005 shall be measured as EACH for all of work necessary for demolition and disposal as described above. The Contractor shall provide the City Construction Manager with all final certifications and written evidence of proper handling and disposals per the City's Reuse and Recycling Plan for completion of this bid item. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90005 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90006 – LUMP SUM

DESCRIPTION

BID ITEM 90006 shall include the lump sum for the demolition and disposal of all other site improvements per plans and specifications. Do not include bid items 90000 through 90005 and 90007. Demolition shall be in accordance with Article 203 of the Standard Specifications. This item shall include but not be limited to all of the following:

- Demolition and removal of all asphalt and gravel pathways.
- Removal of stormwater drains and rip rap at stormwater ditches.

- Removal of drive aprons.
- Restoration of the sidewalk as required at the drive aprons.
- Replacement of curb and gutter
- The Contractor shall plug and abandon the sanitary sewer lateral in accordance with the provisions included in the Sewer Plug Permit.
- Madison Water Utility: The Contractor shall be responsible for coordinating the water service abandonment with City Engineering and the Madison Water Utility. The water meter will have been removed. There are no private wells on the property requiring abandonment.
- MG&E Gas and Electrical: MG&E will have removed power to the main panel. The City will have removed all power connections and lines from the main panel to the shelters, restroom building and street lights.
- Misc. Utilities: The Contractor shall be responsible for making contact with all related utilities at least 5 working days prior to beginning demolition.
- Disposal of all building materials sorted by type for recycling per Reference Doc 1 – Reuse and Recycling Plans. The Contractor shall be responsible for submitting documents showing compliance with the plans within sixty (60) days of completion of demolition.
- The Contractor shall be responsible for removal and disposal of all materials not identified for recycling.
- The Contractor shall be responsible for contacting and acquiring all required inspections of utilities and any required regulatory inspections.

METHOD OF MEASUREMENT

BID ITEM 90006 shall be measured as LS (LUMP SUM) for all of work necessary for demolition and disposal as described above. The Contractor shall provide the City Construction Manager with all final certifications and written evidence of proper handling and disposals per the City's Reuse and Recycling Plan for completion of this bid item. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90006 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90007 – LUMP SUM

DESCRIPTION

BID ITEM 90007 shall include the lump sum for the demolition and disposal of the perimeter chain link fencing per plans and specifications in the event of an unsuccessful public auction.

METHOD OF MEASUREMENT

BID ITEM 90007 shall be measured as LS (LUMP SUM) for all of work necessary for demolition and disposal as described above. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90007 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

BID ITEM 90008 – LUMP SUM

DESCRIPTION

BID ITEM 90008 shall include the lump sum for the restoration of the site with final grading, seeding and matting per plans and specifications.

METHOD OF MEASUREMENT

BID ITEM 90008 shall be measured as LS (LUMP SUM) for all of work necessary for site restoration as described above. Partial payments shall be requested as indicated in Specifications 01 29 73-Schedule of Values and 01 29 76-Progress Payment Procedures.

BASIS OF PAYMENT

BID ITEM 90008 shall be paid for at the contract unit price. Partial payments may be authorized by the Project Manager at the request of the Contractor. All partial payments shall be subject to standard City of Madison contract retainage procedures.

POINTS OF CONTACT

We ask all Contractors with questions and concerns regarding the bidding of these contract documents to do so by email to the following so we may properly log, track and respond to all issues.

*Reference **#9681 DAIRY DR CAMPGROUND DEMO AND SITE RESTORATION** in the submit line of all emails.

Project Manager for City Engineering Division | Facilities Management
Laura Amundson
City-County Building #115
210 Martin Luther King Jr Blvd
Madison, WI 53703
LAmundson@cityofmadison.com

Construction Manager for City Engineering Division | Facilities Management
Maria Delestre
City-County Building #115
210 Martin Luther King Jr Blvd
Madison, WI 53703
MDelestre@cityofmadison.com

END OF SPECIAL PROVISIONS

SECTION E: BIDDERS ACKNOWLEDGEMENT

DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION CONTRACT NO. 9681

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 - 2025 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
DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
CONTRACT NO. 9681

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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:

DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION CONTRACT NO. 9681

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 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.

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 _____ between _____ hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on _____, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION CONTRACT NO. 9681

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 as provided by law.
4. **A. Non-Discrimination.** During the term of 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.

B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with

sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the 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 ensure 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)(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.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

**DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION
CONTRACT NO. 9681**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract 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

Satya Rhodes-Conway, Mayor

Date

Michael Haas, Acting City Clerk

Date

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

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____.

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:

DAIRY DRIVE CAMPGROUND DEMO AND SITE RESTORATION CONTRACT NO. 9681

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

Surety

Seal

☐ Salary Employee

☐ Commission

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

The foregoing Bond has been approved as to form:

Date

City Attorney