

BID OF _____

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018**

CONTRACT NO. 8104

MUNIS NO. 11742

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>

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: az

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:	SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8104
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	10/26/2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	10/25/2018
BID SUBMISSION (2:00 P.M.)	11/01/2018
BID OPEN (2:30 P.M.)	11/01/2018
PUBLISHED IN WSJ	10/18/2018 & 10/25/2018

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like

functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

- 2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.1.1 **Cover Page**, Page C-6; and
 - 2.4.2.1.2 **Summary Sheet**, C-7.
- 2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:
 - 2.4.2.2.1 **Cover Page**, Page C-6;
 - 2.4.2.2.2 **Summary Sheet**, C-7; and
 - 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all

factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

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

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

**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: _____ %.

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

**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

SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8104

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.12 EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of sanitary sewer, partial water main replacement, new storm sewer main, base preparation, curb and gutter, driveway aprons, new sidewalk, partial existing sidewalk replacement, new split block retaining wall, and asphalt pavement.

The project limits for the work on Shepard Terrace, Chamberlain Avenue, Van Hise Avenue and Mason Street are between Mason Street to Chamberlain Avenue and Shepard Terrace to N Franklin Avenue. The project is approximately 2,400 ft. in length.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall maintain access to all properties along the project area at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses on Chamberlain Avenue, Van Hise Avenue, Mason Street, and North Franklin Avenue 48 hours before any work is done that would obstruct their driveways.

All private storm sewer discharges shall be maintained for all properties in the project area.

Coordination with Utilities

Work in this contract may require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

AT&T, Charter Communications, City of Madison, Madison Gas and Electric, TDS Metrocom, US Signal and Windstream have underground and/or overhead facilities within the project limits.

MG&E plans to replace 6 gas services within the project limits prior to construction.

If potential gas main conflicts require relocation, MG&E will install a window in that location. Contact Shaun Endres with MG&E ((608) 252-7224 or senders@mge.com) a minimum of 3 days' notice in order to perform a diggers hotline one call for the area. The window relocation should take 2-3 hours. The gas main that may need relocation due to conflict can be raised or lowered by MG&E's West Road King with little notice. West Road King can be contacted at 608-235-0237.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd. Suite 109, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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

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

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one (1) working day prior to placement of the plates.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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

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

North Franklin Avenue

Work shall be phased on the project so that at least one of the intersections of N Franklin Avenue at Chamberlain Avenue, Van Hise Avenue, or Mason Street is open to all traffic in all directions. The contractor shall maintain one (1) lane in each direction of at least eleven (11) feet of width on a hard surface on North Franklin Avenue at all times except for lane closures to facilitate utility installation at the intersection of North Franklin Avenue and Mason Street. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available. Travel lane closures shall only occur on weekdays between 9:00 a.m. and 4:00 p.m. Contractor is allowed three (3) single (1) lane closures on North Franklin Avenue at the intersection with Mason Street. Roadway shall be open to two-way traffic with a lane in each direction during non-working hours.

Chamberlain Avenue

Chamberlain Avenue shall be closed to through traffic for the duration of the project with access to local driveways being maintained at all times except during closures to facilitate utility installation and paving. Notice shall be given to the residents or businesses on Chamberlain Avenue 48 hours before any work is done that would obstruct their driveways.

Van Hise Avenue

Van Hise Avenue shall be closed to through traffic for the duration of the project with access to local driveways being maintained at all times except during closures to facilitate utility installation and paving. Notice shall be given to the residents or businesses on Van Hise Avenue 48 hours before any work is done that would obstruct their driveways.

Mason Street

Mason Street shall be closed to through traffic for the duration of the project with access to local driveways being maintained at all times except during closures to facilitate utility installation and paving. Notice shall

be given to the residents or businesses on Mason Street 48 hours before any work is done that would obstruct their driveways.

Notification when Closing Street

All Contractors shall give Traffic Engineering (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two (2) working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Opening of Section of Street to Traffic

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, City of Madison Traffic Engineering, at 266-5987 for questions on this spec.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plan, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall complete all work on or before **September 30, 2019**. The total time for completion of this contract is **ONE-HUNDRED TWENTY-TWO (122) CALENDAR DAYS**.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected start date.

BID ITEM 20101 – EXCAVATION CUT

Removal of any existing small timber retaining walls or planters, landscaping borders and small shrubs shall be considered incidental to this bid item.

SECTION 210.1(d) STREET SWEEPING

When required by 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 workday.

BID ITEM 30453 – SPLIT BLOCK RETAINING WALL

DESCRIPTION

This work shall include construction of a modular block retaining wall at the locations indicated on the plans or as directed by the Engineer, and in accordance with the manufacturers recommendations. The wall shall be constructed of StoneWall Select, County Block, Rockwood Classic Colonial, Keystone Century Wall, or an approved equal. Select product is subject to the Engineer's approval and Contractor shall submit selected product information to Engineer prior to preconstruction meeting. The color shall be CHARCOAL with the final color to be approved by the Engineer.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. Also the minimum allowed thickness of any other portions of the block is 2 inches.

CONSTRUCTION

The wall shall be constructed in accordance with the manufacturers specifications. The Contractor shall take any and all necessary precautions to avoid injury or damage to the existing trees.

METHOD OF MEASUREMENT

Split Block Retaining Wall shall be measured by the acceptably completed square foot of exposed wall.

BASIS OF PAYMENT

Payment for Split Block Retaining Wall shall be full compensation for providing all needed materials, including but not limited to modular blocks and select backfill, for excavating and preparing foundation, sawcutting of existing walls as needed, matching into existing walls as needed, placing and compacting select backfill, backfilling and disposing of surplus material; and for all labor, tools, equipment and incidentals required to complete the work

BID ITEM 30208 – HAND FORMED CURB & GUTTER (TREE LOCATIONS)

When placing Hand Formed Curb & Gutter adjacent to existing trees, the Contractor shall minimize the excavation necessary for the curb to be installed. The excavated area shall be limited to a maximum of 6 Inches behind the back of curb. The Contractor shall coordinate work with City Forestry as required by the standard specifications.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Elia E Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

SANITARY SEWER GENERAL

This project consists of the installation of 2171' of 8" diameter SDR 35 pipe and approximately 1644' of sanitary lateral (SDR-35 pipe). Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

All sanitary sewer laterals were located by television inspection and City records from the main.

Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

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

STORM SEWER AND STRUCTURES GENERAL

The storm sewer designer for this project is Elia E Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 984 feet of new storm sewer of various sizes ranging from 12" – 18" Type I RCP and Type II Pavement Storm pipe at locations shown on the plan and in accordance with these specifications.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor, for his or her convenience, deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and approval of the design engineer has been received.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

BID ITEM 50353 - SANITARY SEWER LATERAL

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb.

BID ITEM 50355 – RECONNECT SANITARY LATERAL

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection. Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction latest edition Article 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

SECTION 701

PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of installing new 8-inch pipe and fittings at the south end of Shepard Terrace through the Mason Street intersection. New hydrants and valves will also be installed along Shepard Terrace at the Van Hise Avenue intersection and the Chamberlain intersection. Select services will be either replaced or reconnected as indicated.

Aside from valve box replacements or repairs (as needed), the majority of the 6-inch cast iron water main from the 1940's will remain as-is. The south end of Shepard Terrace uses a 2-inch copper water main that will be replaced in full.

Visit the site prior to bidding and become familiar with existing conditions and utilities.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2018 Edition*.

BID ITEM 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL

The following services will need full replacement as a result of tree conflicts and inoperable curb stops:

- 2818 Chamberlain Avenue
- 2814 Mason Street

These services shall be replaced in the right of way and coupled to the existing service pipe at the property line. Place the new curb box and stop approximately three feet behind the back of the new curb. Where possible, excavate closely in parallel with the existing service that is being replaced. Consult the Engineer about alternate excavation/installation paths as needed.

BID ITEM 70106 – ROCK EXCAVATION

Although new water main installation work is mostly limited to the southwest corner of the project limits, it should be noted that bedrock is reported in the soil boring logs in some areas, including within the standard bury depth of water main.

Review the soil boring logs and notify the Engineer if bedrock is encountered during water main or water service excavation work.

BID ITEM 90001 – SIDEWALK CURB

DESCRIPTION

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb at the locations indicated on the plans. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The sidewalk curb is to be installed at the back of walk in locations where the sidewalk is lowered as directed by the Engineer or at the locations indicated on the plans. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide, and shall be poured monolithic with the adjacent sidewalk.

METHOD OF MEASUREMENT

Sidewalk Curb shall be measured by linear foot acceptably installed.

BASIS OF PAYMENT

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

BID ITEM 90002 – REMOVE EXISTING WALL & TIE IN NEW WALL

DESCRIPTION

This item shall consist of removing portions of existing stone or brick retaining wall, that extend into the street right-of-way along 202 Shepard Terrace or (STA 105+54 LT to STA 106+08 LT). This item shall also include the reworking/reconstruction of the end of the remaining wall to insure that it is stable and secure.

Contractor shall take care to remove the necessary portion of the wall while not disturbing the structural integrity, stability, or the aesthetics of the portion of the wall that is to remain. Proper removal of a portion of the wall may require salvaging some of the material of the removed portion of the wall, or re-installing a portion of the existing wall, and may include some additional excavation, base, and fabric placement to maintain the proper structure of the wall. This work shall be performed at the direction of the engineer. Any required reconstruction work of the wall shall be considered incidental to this bid item.

Contractor shall salvage the existing stones for the property owner.

METHOD OF MEASUREMENT

Remove Existing Wall shall be measured by the lump sum.

BASIS OF PAYMENT

Remove Existing Wall, as measured above, shall be paid at the contract price which shall be full compensation for all labor, equipment, hauling, storage and incidentals necessary to acceptably complete the work as described.

BID ITEM 90030 – CONSTRUCT NEW SIDEWALK FLUME/INLET

DESCRIPTION

The work included in this item shall include saw cutting and removal of the existing sidewalk flume at the location shown on the plans. The saw cutting shall be required from the top of the flume through the bottom of the structure below grade. The depth of structure below ground is not known. This item shall include full removal and disposal of excess concrete off-site at a site to be provided by the Contractor. All concrete including any foundation or footing found below the surface shall be disposed of.

The work further includes construction of a new inlet structure at the end of the newly cut sidewalk flume. The Contractor shall dowel into the existing new face of the flume 8 - #4 epoxy coated bars 1' long each, these dowels shall be spaced a minimum of three and one half (3.5) inches from center of dowel to any edge of concrete and shall be spaced approximately evenly from side to side and vertically within the face of the sidewalk flume. The dowel bars shall be embedded 6" into the existing concrete and poured 6" into the new inlet end of flume.

The work under this item further includes provision and placement into the new end of flume a Neenah R-4001-B with Grate C casting at the end of the flume. The top of the new concrete structure will be hand formed to capture runoff from the flume.

This new end of flume shall be the width of the existing flume, 18" in length measured longitudinal to the flume, such that the edge of new casting is two (2) inches from the new saw cut and such that there will be three and one half (3.5) inches of concrete behind the back of the newly installed casting. The new casting shall be connected to a 6" ductile iron pipe with a pressure coupling. The ductile iron pipe shall be run vertically through the new end of flume to a depth two (2) feet below adjacent bottom of walk and extended under the walk and connected to the new inlet installed directly in front of the existing flume. The proposed 6" ductile iron pipe shall be at a minimum of 0.5% slope. All pipe and fittings necessary to complete that work are included in this bid item.

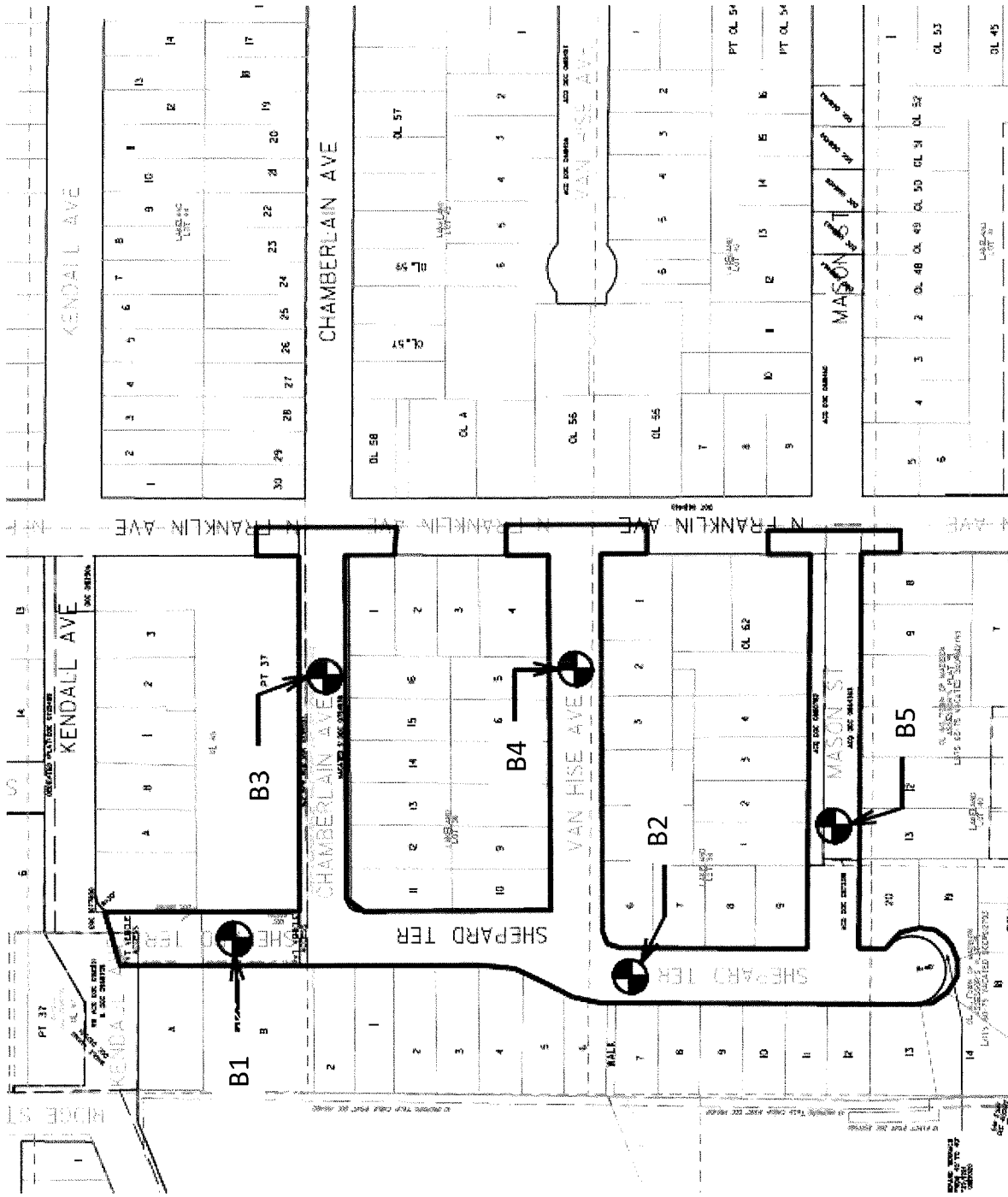
This structure shall be constructed in accordance with Part III of the City of Madison Standard Specifications for Public Works Construction and is modified as below.

METHOD OF MEASUREMENT

Construct New Sidewalk Flume/Inlet shall be measured as a Lump Sum as the work is successfully completed in the field.

BASIS OF PAYMENT

Construct New Sidewalk Flume/Inlet shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.



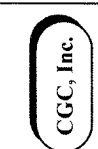
Legend

⊙ Denotes Boring Location

Notes

1. Soil borings performed by Badger State Drilling in October 2017
2. Boring locations are approximate.

Scale: Reduced



Date: 11/2017
 Job No. C17051-34

Soil Boring Location Plan
 Shepard Terrace Area
 Madison, WI





LOG OF TEST BORING

Project Shepard Terrace Area
Shepard: 100'N of Chamberlain, 5'E of CL
 Location Madison WI

Boring No. 1
 Surface Elevation (ft) 915±
 Job No. C17051-34
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					2 in. Asphalt Pavement/4 in. Base Course					
1		10	M	11	Stiff, Brown Lean CLAY, Trace to Little Sand (CL)	(1.5)				
2		12	M	10	Loose, Brown Clayey Fine SAND (SC)	(1.75)				
3		12	M	9	Medium Stiff, Brown Lean CLAY (CL)	(0.75)				
4		14	M	9	Weathered to Competent, Tan to White Sandstone BEDROCK					
5		10	M	41	End Boring at 15 ft					
6		10	M	19	Backfilled with bentonite chips and asphalt patch (N 43° 04.264', W 89° 26.287')					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/11/17 End 10/11/17
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Auto Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Shepard Terrace Area
 Location Shepard: 100'N of Mason, 8'W of CL
Madison WI

Boring No. 2
 Surface Elevation (ft) 949±
 Job No. C17051-34
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES									
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI				
					5	5 in. Asphalt Pavement/5 in. Base Course									
1	█	10	M	15	5	Very Stiff, Brown Lean CLAY (CL)					(2.5)				
2	█	12	M	6	5	Loose, Brown Fine to Medium SAND, Some Silt, Trace Gravel and Clay (SM)									
3	█	14	M	22	5	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)									
4	█	12	M	24	10	Weathered to Competent, Light Brown Sandy Dolomitic Limestone BEDROCK									
5	█	0		45	10	Rough Drilling Beginning near 13 ft.									
6	█	0		50/2"	15						End Boring at 15 ft				
					15	Backfilled with bentonite chips and asphalt patch (N 43° 04.242', W 89° 26.222')									
					20										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/10/17 End 10/10/17
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Auto Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Shepard Terrace Area
 Chamberlain: 160'W of Franklin, 7'S of CL
 Location Madison WI

Boring No. 3
 Surface Elevation (ft) 923±
 Job No. C17051-34
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement/7 in. Base Course					
1	10	M	12		Medium Dense, Brown Clayey Fine SAND (SC)					
					Weathered to Competent, Tan to White Sandstone BEDROCK					
2	6	M	83/8"							
3	8	M	85/8"							
4	4	M	50/4"							
5	4	M	50/4"							
6	4	M	50/4"							
				15	End Boring at 15 ft					
					Backfilled with bentonite chips and asphalt patch (N 43° 04.157', W 89° 26.300')					
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/11/17</u> End <u>10/11/17</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>DB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Auto Hammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Shepard Terrace Area
 Van Hise: 90'W of Franklin, 8'S of CL
 Location Madison WI

Boring No. 4
 Surface Elevation (ft) 931±
 Job No. C17051-34
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	4 in. Asphalt Pavement/5 in. Base Course				
1		10	M	21	1	FILL: Medium Dense, Brown Sand mixed with Clay and Gravel, Occasional Cinders				
2		16	M	8	5	Stiff, Brown Lean CLAY (CL)				
3		18	M	17	10	Medium Dense, Brownish-Purple Silty Fine to Coarse SAND, Some Gravel and Clay (SM/SC-Residual Bedrock)				
4		1	M	50/2"	11	Weathered to Competent, Light Brown Sandy Dolomitic Limestone BEDROCK				
					15	End Boring at 11 ft Due to Auger Refusal on Competent Bedrock				
					20	Backfilled with bentonite chips and asphalt patch (N 43° 04.195', W 89° 26.190')				

WATER LEVEL OBSERVATIONS	
While Drilling ∇ <u>NW</u>	Upon Completion of Drilling _____
Time After Drilling _____	_____
Depth to Water _____	_____
Depth to Cave in _____	_____

GENERAL NOTES	
Start <u>10/10/17</u>	End <u>10/10/17</u>
Driller <u>BSD</u> Chief <u>MC</u>	Rig <u>CME-55</u>
Logger <u>DB</u> Editor <u>ESF</u>	
Drill Method <u>2.25" HSA; Auto Hammer</u>	

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Shepard Terrace Area
Mason, 100'E of Shephard, 8'N of CL
 Location Madison WI

Boring No. 5
 Surface Elevation (ft) 949±
 Job No. C17051-34
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES									
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI				
					X	4 in. Asphalt Pavement/6 in. Base Course									
1AS	█	0	M	8	█	FILL: Medium Stiff, Mixed Brown Clay and Loose Sand with Gravel					(0.75)				
2	█	10	M	7	█	Loose to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)									
3	█	8	M	20	█										
4	█	12	M	36	█										
5	█	10	M	52	█	Weathered to Competent, Light Brown Sandy Dolomitic Limestone BEDROCK									
6	█	6	M	77/7"	█										
End Boring at 15 ft															
Backfilled with bentonite chips and asphalt patch															
(N 43° 04.144', W 89° 26.261')															

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇</u> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/10/17</u> End <u>10/10/17</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>DB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Auto Hammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

SECTION E: BIDDERS ACKNOWLEDGEMENT

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this _____ day of _____, 20_____.

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

Bidders shall not add any conditions or qualifying statements to this Proposal.

SECTION F: BEST VALUE CONTRACTING

SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8104

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8104

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

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

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

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

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

SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8104

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

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

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

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

Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this Article.)

5. Substance Abuse Prevention Program Required. Prior to commencing work on the Contract, the Contractor, and any Subcontractor, shall have in place a written program for the prevention of substance abuse among its employees as required under Wis. Stat. Sec. 103.503.
6. **Contractor Hiring Practices.**

Ban the Box - Arrest and Criminal Background Checks. (Sec. 39.08, MGO)

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

		Company Name	
_____	_____	_____	_____
Witness	Date	President	Date
_____	_____	_____	_____
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

_____		_____	
Finance Director		City Attorney	
Signed this _____ day of _____, 20_____			
_____	_____	_____	_____
Witness		Mayor	Date
_____	_____	_____	_____
Witness		City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

**SHEPARD TERRACE, CHAMBERLAIN AVENUE, VAN HISE AND MASON STREET
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8104**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the
prosecution of said work, and save the City harmless from all claims for damages because of negligence
in the prosecution of said work, and shall save harmless the said City from all claims for compensation
(under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is
to be void, otherwise of full force, virtue and effect.

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President

Seal

Secretary

Approved as to form:

Surety

Seal

Salary Employee

Commission

By _____

City Attorney

Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number _____ for the year _____, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

Date

Agent Signature