

CITY OF MADISON

REQUEST FOR BIDS



RFB #: 8968-0-2020-BP

Title: City of Madison Immediate Need Fiber Projects

City Agency: Information Technology

Due Date: Monday, September 14, 2020
2:00 PM CST

Table of Contents

1 NOTICE TO BIDDERS..... 1

 1.1 Summary..... 1

 1.2 Important Dates..... 1

 1.3 Format..... 1

 1.4 Labeling..... 1

 1.5 Delivery of Bids 1

 1.6 Appendix A: Standard Terms & Conditions 1

 1.7 Appendix B: Sample Contract for Purchase of Services 1

 1.8 Affirmative Action Notice 1

 1.9 Multiple Bids..... 2

 1.10 City of Madison Contact Information..... 2

 1.11 Inquiries, Clarifications, and Exceptions 3

 1.12 Addenda..... 3

 1.13 Bid Distribution Networks..... 3

 1.14 Local Vendor Preference 3

 1.15 Oral Presentations/Site Visits/Meetings 4

 1.16 Acceptance/Rejection of Bids 4

 1.17 Withdrawal or Revision of Bids 4

 1.18 Non-Material and Material Variances..... 4

 1.19 Public Records 4

 1.20 Usage Reports 5

 1.21 Partial Award..... 5

 1.22 Tax Exempt..... 5

 1.23 Cooperative Purchasing..... 5

 1.24 Bidders Responsibility..... 5

2 DESCRIPTION OF SERVICES/COMMODITIES 6

 2.1 Scope of Services 6

3 REQUIRED INFORMATION AND CONTENT OF BIDS 7

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Fee Bid

Form E: References

Appendix A: Standard Terms & Conditions

Appendix B: Contract for Purchase of Services

Attachment 1: 100 State Street Fiber Relocation – Technical Specifications

Attachment 2: 330 E. Lakeside Connection Project – Technical Specifications

Exhibit A: 100 State Street Connection Drawing

Exhibit B: 330 E. Lakeside Connection Drawing

Exhibit C: 100 State Street Concrete Specifications

1 NOTICE TO BIDDERS

1.1 Summary

The City of Madison Information Technology (“City”) is soliciting Bids from qualified vendors for City of Madison Immediate Need Fiber Projects. Vendors submitting Bids (“Bidders”) are required to read this Request for Bids (“RFB”) in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Bids no later than the due time and date indicated below. The City will reject late Bids:

Issue Date: Friday, August 28, 2020
Questions Due Date: Thursday, September 3, 2020
Answers Posted Date: Tuesday, September 8, 2020
Due Date: Monday, September 14, 2020, 2:00 PM CST

1.3 Format

The City will not consider illegible Bids.

Elaborate Bids (i.e., expensive artwork) beyond that sufficient to present a complete and effective Bid, are not necessary or desired.

The City is requesting bids in the following format: Electronic Only. Electronic versions less than 20MB should be emailed to the address in section 1.5.

Complete and return Forms A through E to City of Madison Purchasing Services by Monday, September 14, 2020, 2:00PM CST.

1.4 Labeling

All email correspondence must include RFB 8968-0-2020-BP in the subject line.

1.5 Delivery of Bids

Delivery of electronic copy to: via email to bids@cityofmadison.com

Bids must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing this attachment prior to submission of their Bids. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Bids.

1.7 Appendix B: Sample Contract for Purchase of Services

Bidders are responsible for reviewing this attachment prior to submission of their Bids. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFB. The terms of this template contract shall become contractual obligations following award of the RFB. By submitting a Bid, Bidders affirm their willingness to enter into a contract containing these terms.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, if applicable, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Bids

Multiple Bids from Bidders are permitted; however, each must fully conform to the requirements for submission. Bidders must sequentially label (e.g., Bid #1, Bid #2) and separately package each Bid. Bidders may submit alternate pricing schemes without having to submit multiple Bids.

1.10 City of Madison Contact Information

The City of Madison Information Technology is the procuring agency:

Taletha Skar
City of Madison Information Technology
PH: (608) 261-9648
tskar@cityofmadison.com

The City of Madison Purchasing Services administers the procurement function:

Brian Pittelli
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 267-4969
FAX: (608) 266-5948
bpittelli@cityofmadison.com

For questions regarding Affirmative Action Plans please contact:

Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFB will acknowledge all emails received. Bidders not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries, Clarifications, and Exceptions

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, *in writing*, to the Purchasing Services administrator listed in Section 1.10.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 1.12 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.13 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

State of Wisconsin VendorNet System: [State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet](http://vendornet.state.wi.us/vendornet)

DemandStar by Onvia: National bid network – Free subscription is available to access Bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid’s due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

1.16 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Bids submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Bids responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Bids will be available for review in accordance with such laws.

1.20 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Bidders Responsibility

Bidders shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidders to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 [Scope of Services](#)

Please see Attachment 1: 100 State Street Fiber Relocation – Technical Specifications and Attachment 2: 330 E Lakeside Connection Project – Technical Specifications, which lists the scope of services.

Please note that vendors must bid on both projects as part of this bid. The City does not plan to divide the award between multiple vendors.

3 REQUIRED INFORMATION AND CONTENT OF BIDS

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Contractor Profile Information
4. Form D – Fee Proposal
5. Form E – References



Form A: Signature Affidavit

**RFB #: 8968-0-2020-BP City of Madison Immediate Need
Fiber Projects**

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: 8968-0-2020-BP City of Madison Immediate Need Fiber Projects

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Attachment 1: 100 State Street Fiber Relocation – Technical Specifications	N/A	
Attachment 2: 330 E. Lakeside Connection Project – Technical Specifications	N/A	
Exhibit A: 100 State Street Connection Drawing	N/A	
Exhibit B: 330 E. Lakeside Connection Drawing	N/A	
Exhibit C: 100 State Street Concrete Specifications	N/A	
Addendum #	N/A	

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFB #: 8968-0-2020-BP City of Madison Immediate Need Fiber Projects

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- Yes**, we are a local vendor *and* have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFB #: 8968-0-2020-BP City of Madison Immediate Need Fiber Projects

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Part 1

Please complete the total pricing for the following. You must include pricing for both projects.

Project	Name	Cost
1	100 State Street Connection	\$
2	330 E. Lakeside Connection	\$
	Total	\$

Part 2

Please provide copies of the necessary licenses and permits needed to perform this work. (example, Facilities Access Permit, Right of Way Permit)

COMPANY NAME



Form E: References

RFB #: 8968-0-2020-BP City of Madison Immediate Need Fiber Projects

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

(STC-Form: 12/18/2018)

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
 2. **Entire Agreement, Order of Precedence.** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
 4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
 5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
 6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
 7. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
 8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
 9. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
 10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided 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 Department 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 Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, 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 stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers 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 IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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 Director of Affirmative Action.

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's Department of Affirmative Action 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 Sections 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:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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.)

21. Non-Discrimination. In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, 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. 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.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. **The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - Work not conforming to these warranties shall be considered defective.
 - This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed

by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.

32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

33. Software & Technology Purchases.

- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

a. Definitions. For purposes of this requirement, "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 any contract awarded under this RFP, the successful 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 a 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 does 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 under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

City of Madison CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Placeholder for description of services as seen in Attachment No. 1

Attachment No. 1. *Placeholder for "Scope of Services" City of Madison Fiber Project*

Exhibit-A: *Placeholder for Fiber Engineering Drawings*

Attachment No. 2. *Placeholder for Pricing Exhibit / Payment Schedule*

Attachment No. 3. *Placeholder to attach or incorporate relevant portions of the City's RFP and/or the selected contractor's proposal*

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be *Placeholder for project timeline.*

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.

E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, 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. 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.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided 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 Department 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 Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, 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 stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:**

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers 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 IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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 Director of Affirmative Action.

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's Department of Affirmative Action 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 Sections 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:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall

not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Sarah Edgerton, Information Technology Director

(Department or Division Head)

City of Madison

210 Martin Luther King Jr Blvd, Suite 500, Madison, WI 53703

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or

suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Umbrella Liability: The Contractor shall procure and maintain during the life of this Contract, Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Business Automobile Liability and Employers Liability with minimum limits of \$5,000,000 per occurrence and aggregate.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any

renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- 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 does 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 under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**
 Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **IT NETWORK CONNECTION POLICY.**
 If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
32. **AUTHORITY.**
 Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**
 This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

SAMPLE – DO NOT SIGN

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

ATTACHMENT 1
100 State St Fiber Relocation - Technical Specifications

SECTION A1 PROJECT INFORMATION

A1.01 Definitions

Acceptance – the date the City accepts all of the Work of the Project as indicated by signing the Acceptance Form (**Exhibit B**) using the process in section A4.

Bidding Documents – This Attachment and any additional attachments, worksheets, drawings, and addendums included with it or within the RFB. The Bidding Documents will become part of the Contract when this bid is awarded.

Contract – The Contract for Purchase of Services signed by parties and all attachments thereto (including the Bidding Documents.)

Contractor – Bidder to whom the Contract is awarded

Owner – City of Madison

Project – The fiber installation or repair project(s) described in the Bidding Documents. If there are more than one Project, each Project will have its own Attachment and Exhibit(s).

City Project Manager – City of Madison representative directing the flow and nature of work being performed for each Project.

Standard Specifications – means the current version of the City of Madison’s Standard Specifications for Public Works Construction, found here:
<https://www.cityofmadison.com/business/pw/specs.cfm>

Work – All tasks comprising the Project.

A1.02 Description of Work for the Project

The purpose of this project is to re-route an existing connection between a Traffic Engineering manhole and 100 N. State Street. The contractor will be required to place a new 2" duct approximately 25' back to the building along the new path, remove an existing cable from the soon to be abandoned duct, then re-install the cable through the new duct and re-terminate the cable. The Contractor will be required to break up and remove several squares of the “exposed aggregate” concrete, open trench the new 2" duct into the TE manhole then restore those squares to City specification document (Exhibit C).

This Attachment 1 includes the following exhibit(s):

- Exhibit A: 100 State St Connection**
- Exhibit B: Acceptance Form**
- Exhibit C: 100 State St Concrete Specifications**

A1.03 Project Management

All work will be performed under the guidance of the City Project Manager. The City Project Manager will interface with the Contractor’s Foreman on a regular basis checking the progress and workmanship of the Prime Contractor and Subcontractors.

Contractor must coordinate all field activities with City of Madison Project Manager prior to construction.

ATTACHMENT 1 Scope of Services

A1.04 Construction Schedule

The schedule to complete this Project will be planned with and approved through the City Project Manager. The City Project Manager and Contractor will agree to the schedule in writing and the agreed Project Schedule will become part of this Contract. The agreed project schedule may be modified in writing.

A1.05 Prequalified Contractors

Contractor must be on the City of Madison Public Works approved list of pre-qualified contractors to work in the public right of way for utilities. See section 235 Fiber Optic Cable/Conduit Installation on the pre-qualified contractor list that can be found at the following link:

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

A1.06 Equipment and Material Storage

The Contractor will be required to store all equipment to include; vehicles, machines, tools, consumables and other work related materials off site in a lawful location during times when work is not being performed in the immediate vicinity.

A1.07 Hours of Work

The hours of work are between the hours of 7:00am and 7:00pm (Monday through Saturday) per the noise restrictions in MGO 24.08. **Splicing work, however, must be performed between the hours of 12:01 am. and 6:00 am. unless otherwise instructed.** The Contractor must work with the City Project Manager who will coordinate access to the City of Madison property when required.

A1.08 Project Foreman

The Contractor must assign one foreman to the Project who will take instruction for all crews. This foreman must be on site and act as the single point of contact for the City Project Manager until the Project is completed.

A1.09 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the City of Madison with a minimum of 1-year warranty on all workmanship and Contractor-provided materials for this Project. The warranty shall begin on the date of Final Acceptance (see Section A4) and continue for not less than one full year thereafter. The City's remedy under this warranty shall be full reperformance of the work to the specifications required by this Contract and replacement and reinstallation of any defective Contractor-provided materials. If the Contractor is unable or unwilling to reperform the work to the specifications required by this Contract, Contractor shall be liable to the City for all reasonable costs of reperforming such work.

Upon discovery of materials or workmanship that are inconsistent with the requirements of the Contract (including these Bidding Documents) and any subsequent amendments or agreements within the 1-year warranty period, the City of Madison will notify the Contractor. Contractor shall provide to the City, within not less than three (3) business days, a response detailing the Contractor's proposed remedy. The City of Madison will accept or reject the proposed remedy within ten (10) business days. If the proposal is accepted, the City will work with the Contractor to define a convenient time for the warranty work to be performed. If the proposal is rejected by the City, the parties will have five (5) additional business days to reach an agreed remedy, or the City will proceed to perform the work itself or hire another contractor to reperform the work and in either case, Contractor will pay all reasonable costs of the same within thirty (30) calendar days of receipt of an invoice from the City.

ATTACHMENT 1
Scope of Services

All costs associated with repairs or correction of any failure or inconsistency identified within the 1-year warranty period will be borne by the Contractor.

Additional warranties on restoration and workmanship may be required according to the terms of the permit(s) required below. Any such warranties are in addition to the warranty described above.

A1.10 Permits

Contractor will be responsible for applying, obtaining, and paying application / permit fees for all permits required to complete the work under this contract.

Prior to beginning work, the Contractor shall obtain the following permits from the City of Madison, and in the case of a Project that crossed another jurisdiction, any other permits required by such other permitting authority:

A. A **Permit to excavate in the right of way** (Excavation Permit or ENGROW) from the City of Madison as required by sec. 10.05 of the Madison General Ordinances. Application materials are available here: <https://www.cityofmadison.com/engineering/permits.cfm>

MGO Sec. 10.05 is here:

https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOI_CH1--10_CH10STALSIGU_10.05OCRI-W

B. A **Facilities Access Permit** from the City of Madison as required by sec. 10.057 of the Madison General Ordinances. Application materials are available here:

<https://www.cityofmadison.com/trafficEngineering/documents/FacilityAccessPermit041019.pdf>

MGO Sec. 10.057 is here:

https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOI_CH1--10_CH10STALSIGU_10.057FAACPE

No excavation, digging, tunneling, trenching, boring, plowing, installation of facilities, equipment or improvements above, on or beneath the surface of any right-of-way may begin without the necessary valid permit(s) from the City of Madison and any other governing permitting authority. The City Project Manager will be available to answer questions about the application process, but it is the Contractor's responsibility to complete the applications and obtain permits prior to beginning work.

The Contractor shall comply with all City of Madison ordinances, policies, procedures and all requirements set forth from any other local permitting agencies.

Contractor shall have a copy of the permits on site and shall be available for inspection immediately upon request by the permitting authority or City Project Manager.

A1.11 Underground Utility Locating

Wisconsin Law Requires excavators to notify Digger's Hotline a minimum of 3 days prior to all excavations (excluding Saturdays, Sundays, and Legal Holidays). Hand dig with care within the 18" safety zone when

ATTACHMENT 1 Scope of Services

exposing underground utilities. Caution, Diggers Hotline does not mark all private facilities. It is the excavator's responsibility to ensure all private utilities are marked.

The Contractor must follow Wis. Stat. sec. 182.0175, which outlines additional responsibilities of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise located during the course of construction.

The Contractor may not perform work for the City of Madison under any Digger's Hotline locate ticket other than their own.

Underground Utilities have been plotted from available records and field observations but are not necessarily exact. It is the excavator's responsibility to field locate all underground obstructions and utilities prior to construction. Complete repaint of any and all damages incurred shall be at the expense of the Construction Contractor. Exact duct location subject to change based on field locate completion.

A1.12 Soil Condition/Depth of Installation Clause

All duct minimum depth must be 36". 48" minimum depth under roadways and waterways. The Contractor must inform the City Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect their ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in their price are deemed necessary. The City Project Manager and Contractor foreman together will determine the need for additional resources and costs. If granted, approval for the additional expenses will be delivered in the form of a Change Order from the City of Madison prior to continuation in that area.

A1.13 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the worksite. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores are the only acceptable means by which to cover the core hole when the Contractor is not physically on site performing work.

All work areas, both interior and outdoor must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday the Contractor must clean the worksite and secure all equipment and tools.

The Contractor shall comply with all current and applicable Occupational Safety and Health Administration (OSHA), federal, state, and local rules and regulations governing the safety of employees and material during excavation, trenching, ditching, and installation and backfilling operations on this project.

A1.14 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the latest version of the Manual on Uniform Traffic Control Devices, as determined by City of Madison

ATTACHMENT 1
Scope of Services

Traffic engineering for all construction being performed within various Municipal and DOT Right of Ways when requested.

The following provisions shall apply to traffic regulation during this Project:

- a. There shall be, at all times, adequate vehicle and pedestrian access for ingress and egress for all properties adjacent to the project.
- b. During non-working hours, the contractor shall keep all existing traffic lanes clear from interference including all approaches and intersections.
- c. If lane blockage is unavoidable, the contractor shall notify the traffic engineering department, police department, fire department, ambulance services, school bus garages, and other agency operations as appropriate so these agencies may re-route their vehicles around the construction zone(s).
- d. Contractor is responsible to adhere to all applicable provisions of the latest version of the WisDOT Manual on Uniform Traffic Control Devices, and the WZ19 handbook, prepared by the Transportation Information Center – LTAP of the University of Wisconsin-Madison, available at www.epd.wisc.edu/tic along with submitting traffic plans if required by permitting authority.
- e. Contractor shall be responsible for making adjustments to the Traffic Control Plan as required by the permitting authority.

A1.15 Excavations

No trench or excavation site shall be left open overnight or unattended. Steel plates may only be used to cover unattended excavations with prior approval from City Traffic Engineering and City Streets Division. In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the excavation shall be completely backfilled with sand or gravel, unless permission is obtained from the City of Madison to use excavated material for backfill. All backfill materials shall meet the requirements of the Standard Specifications.

A1.16 Hard Surface Potholing/Saw-cutting/Road Coring

The Contractor will be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per all municipal excavations permit requirements. Core holes must be backfilled using suitable materials compacted in lifts.

Potholing is not allowed in sidewalks and ADA compliant or non-compliant pedestrian ramps. If Contractor does any hard surface excavations within any sidewalk or ramp panels, Contractor shall replace the entire panel, along with adjacent panels, at the Contractor's expense.

At no time shall the Contractor perform any excavation that undermines the adjacent intact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

If required, trenches in paved areas shall be saw-cut to the full depth of surfacing or as required by the permitting authority. Paved surfaces shall be repaired by the Contractor in accordance with the permitting authority's specifications, including the Pavement Patching Criteria found here: <https://www.cityofmadison.com/engineering/patchingCriteria.cfm> .

A1.17 Restoration

Contractor shall restore and final clean all areas of work. Right-of-way restoration and final cleaning, and street and sidewalk repair/replacement, shall be in compliance with the latest edition of the Standard

ATTACHMENT 1
Scope of Services

Specifications for Public Works Construction and the restoration requirements of the Permit to Excavate in the Right of Way.

Final Cleaning and restorations must follow the requirements in section 104.11, "Final Cleaning," in the Standard Specifications for Public Works Construction. The City will not be responsible for additional costs associated with the failure to identify or perform all final cleaning and restoration requirements.

The Contractor is advised to videotape each area of construction just prior to the work being performed to document all pre-existing conditions.

The Contractor shall take adequate precautions to protect existing facilities, sidewalks, curbs, pavements, utilities, foliage, and adjoining property and structures outside of the right-of-way; and to avoid damage thereto.

Contractor will not remove or prune City street trees without prior approval from City of Madison Forestry. The Contractor shall contact the City of Madison Forestry to prune terrace trees if necessary.

A1.18 Erosion Control Policy

Contractor's work under this Contract shall at all times comply with applicable sections of chapter 37 of the Madison General Ordinances, Erosion Control, linked at the end of this section.

Excavator is responsible for any erosion control, which includes submitting erosion plans, related to this project should it become necessary.

Any prolonged open excavations or standing debris piles may require erosion control practices such as sandbagging around the area or placing hay bales around the area.

The Contractor must employ good housekeeping practices that will prevent the ingress of any excavated materials into the municipal storm water system. This includes properly covering storm sewer inlets with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. Use DOT Type D inlet protection wherever possible. Type C Inlet protection will only be allowed under certain circumstances with prior approval of City Engineer. Contractor shall regularly sweep streets adjacent to the work area to keep free from debris. Standards apply.

An erosion control plan and permit may be necessary for any areas where excavation beyond that of bore pits, utility locates, and handhole placement occurs. At no time can spoils or other debris be stored or piled in the street gutter. Refer to MGO 37.08, Erosion Control Plan Requirements, for a description of the requirements for erosion control plans and permits if necessary.

https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOIVCH32--45_CH37THPUSTSYINERCO_37.08ERCOPLRE

Section A2 UNDERGROUND CONSTRUCTION

A2.01 Duct Placement

The Contractor must provide all duct, handholes, cables, locate wire, pull rope, and splice materials necessary for cable installations. All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of water and sewer (storm and sanitary) mains where parallel runs must maintain 60" horizontal clearance.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

ATTACHMENT 1 Scope of Services

All spare ducts must be sealed using properly sized duct plugs.

Ducts occupied by cable shall be sealed at termination points using rubber plugs and compression bands. Foam sealant will not be used.

Miscellaneous structures and obstructions such as sign posts; mail boxes; meter boxes; or other obstructions shall be avoided or removed and reinstalled to original or better condition.

The Contractor shall be responsible, at all times, for the maintenance of streets and other utilities affected by construction operations. Debris shall not be permitted to accumulate and all premises shall be maintained in a neat and workman-line manner.

A2.02 Handhole Placement

The Contractor will be required to provide and install new Type VII 30"x48"x36" handhole and Type V 24"x36"x24" handhole along the route shown on the CAD plans. See the attached CAD drawings for placement location of the handholes.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade.

The installed handholes must sit atop a 12" bed of ¾" washed, crushed stone for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling. Inside each new handhole the Contractor will be required to install a single 8' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 3" above the surface of the crushed stone bed.

Installed conduits must be brought from horizontal to at least a 45 degree vertical position inside handhole. Top of conduit must be a minimum of 12" above the stone at the bottom of the handhole.

A2.03 Fiber Optic Cable Installation

The Contractor may install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. Regardless of the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). When using a mechanical tugger (Tension master) the contractor must have the ability to monitor the pulling tensions to ensure the maximum is not exceeded at any time during the installation.

If the contractor uses the existing mule tape to install the fiber optic cable through the occupied duct they must replace the mule tape during the fiber installation.

At various handholes the Contractor must store a cable slack loop neatly coiled and stored in the handhole and labeled at each end with a permanent label, identifying the Cable Owner and the Strand Count. Suitable labels for this purpose are Panduit #PST-FO. All slack fiber coils must be coiled in a "figure 8" fashion. Fiber coil radius must not be smaller than the allowed specification for the fiber.

A2.03.1 Cable Labeling

The Contractor shall label all fiber optic cables in a permanent consistent manner as specified in this section. All labels shall be readable and designed for long term permanent labeling of fiber optic. Labels shall be affixed to the cable, in a place that is easily visible from the vault opening and on each end of the cable, per the manufacturer's recommendations, and shall not be affixed in a manner that will cause damage to the fiber. The labeling schemes for fiber cables set forth in this section shall be used by anyone placing fiber within the City of Madison network.

ATTACHMENT 1
Scope of Services

Labeling of the backbone, distribution and fiber optic cables shall conform to the following unique identification code elements and will be supplied by the City Project Manager:

OWNER/FIBER COUNT
CABLE NAME
CABLE SEGMENT ID

In addition to the above, a wrap of colored tape must be placed on each cable, to indicate primary direction consistent with the City color code:

NORTH: ORANGE
SOUTH: BROWN
EAST: GREEN
WEST: SLATE

A2.04 Locate Wire Installation

The Contractor will be required to install a #10 AWG UL TYPE USE 2/RHH/RHW-2 Outdoor rated PVC jacket- stranded copper locate wire inside one of the new ducts in the duct routes.

A2.05 Mule Tape Installation

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct with the locate wire and fiber optic cable and within duct. Any mule tape being left in duct must contain foot markings on the tape. If a tracer is not installed then a locatable mule tape must be installed.

A2.06 As-Built Drawing Requirements

Contractor shall provide all information requested by the City for as-built drawings, in a format approved by the City, to include but not limited to:

- Fiber sequential markings at hand hole walls and end of fiber;
- Depths of fiber at a minimum of 200' intervals along with centerline of all hard surface crossings, i.e.: roads, alleys, drives, waterways, pipelines, and railroads;
- Actual GPS, latitude and longitude coordinates, location of Handholes;
- Actual running line from right-of-way, back of curb, edge of pavement or other known landmarks shown on sheets;
- Actual location of warning markers;
- Any information required by the Facilities Access Permit (MGO 10.057)
- Any other information required by the City to produce an accurate and permanent record of the Project. Any questions in regards to this can be sent to the City Project Manager.

Section A3 FUSION SPLICING

A3.01 Outdoor Fusion Splicing

The Contractor will be required to provide the personnel, tools, and equipment needed to perform optical cable splicing in an environmentally controlled vehicle or trailer designed specifically for optical cable splicing. All permanent splicing will be single strand fusion type splices.

ATTACHMENT 1

Scope of Services

The Contractor will provide all cable, splice cases, and trays for all splice protection sleeves and consumables related to outdoor cable splicing.

A3.02 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtails to the ends of the fiber optic cables. The Contractor will provide all pigtail assemblies and cable termination and interior splicing panels for all splice sleeves and consumables. The Contractor will be required to install all termination and splice equipment as well as route all pre-terminated pigtails between devices.

A3.03 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

A3.04 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss.

A3.05 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

A3.06 Test Documentation

Following the OTDR testing the Contractor must provide the City with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor. Following the PMLS testing, the Contractor must provide the City with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the City-provided labeling scheme set forth in Section A2.03.01. This labeling must accompany each test results.

A3.07 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the City. Instances where individual tolerances cannot be met must be reviewed with the City Project Manager prior to completion.

ATTACHMENT 1
Scope of Services

Event Loss Table

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

Section A4 ACCEPTANCE PROCEDURE

A4.01 Project Acceptance

Within thirty (30) days of receiving the test results [fiber testing], City shall inspect the project, according to A4.01 and Exhibit B, and notify contractor of acceptance or rejection of completed project.

If the City rejects any fiber within the thirty (30) day time period, Contractor shall use commercially reasonable efforts to cure the defective condition identified in the Rejection Notice within sixty (60) days, to the extent the defective condition was caused by Contractor. If Contractor is unable to cure within sixty (60) days, City may terminate the agreement.

Contractor is only authorized to perform work exactly as stated in Exhibit A. Any unauthorized work, including but not limited to splicing or installation of fiber or equipment not expressly authorized by Exhibit B hereunder (or by instructions from the City in case of an emergency or through an amendment to the contract) shall be grounds for immediate termination of this Contract, and Contractor shall be responsible for and shall reimburse the city for all costs of removing unauthorized equipment and restoring the City's facilities to its authorized condition.

A4.01 Project Inspection

Contractor shall make its work available to the City and any others as authorized by law for inspection at all reasonable times during the execution of and upon completion of project. At the time of inspection, the City may order the immediate cessation of any work that is contrary to Exhibit A or that otherwise poses a threat to the life, health, safety, or well-being of the public. This inspection is documented through Exhibit B.

The date of Final Acceptance of the Project is as indicated on Exhibit B shall trigger the start date for the one year warranty described in Section A1.09.

A4.03 Project Payment

The project shall be invoiced in full at the date of final acceptance of the project. The Basis for Payment is outlined in section 24 of the City's Purchase of Services Contract to which this document will be attached.

ATTACHMENT 1
Scope of Services

Section A5 CONTRACTOR PROVIDED MATERIALS AND CONSTRUCTION
QUANTITIES

A5.01 Contractor Provided Material List

The Contractor must purchase and provide all of the materials for this project, as specified in Exhibit A, Sheet ID P1 for the specific quantities outlined in the document.

Section A6 CITY PROVIDED MATERIALS

A6.01 City Provided Material List (if any.)

The City does not expect to provide any materials for this Project. However, the City of Madison may, at a later date and in its discretion, provide materials for the Project and if so, the Contractor's pricing shall be reduced accordingly. If the City decides to provide materials after the Contract start date, a contract amendment shall be completed prior to start of project with new pricing.

EXHIBIT 3

PROJECT ACCEPTANCE FORM

1. _____ Confirm Engineering has signed off all aspects of Permit to Excavate in Right of Way (ENGROW)
2. _____ Confirm TE has signed off on all aspects of the Facility Access Permit (FAP)
3. _____ Accept conduit (type, size, depth, etc.)
4. _____ Accept handholes, splice cases, electronics
5. _____ Accept Fiber
6. _____ Accept final as-builts

Check one box:

- Project Accepted (fill in the blank lines below)

The City hereby accepts the project described as _____

As of this date: _____.

(Person giving acceptance signs the final signature line at the bottom of this form)

- Project Rejected (fill in reasons statement below)

Reason(s) for Rejection:

ATTACHMENT 1
Scope of Services

Contractor's Proposed steps to correct items Rejected:

City and Contractor agree to the above steps to correct items above (use only when rejected items need to be repaired)

CITY OF MADISON:

Contractor:

(Print Name)

(Print Name)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

CITY OF MADISON'S FINAL ACCEPTANCE OF PROJECT:

(Print Name)

(Signature)

(Title)

(Date)

ATTACHMENT 2
330 E Lakeside Connection Project- Technical Specifications

SECTION A1 PROJECT INFORMATION

A1.01 Definitions

Acceptance – the date the City accepts all of the Work of the Project as indicated by signing the Acceptance Form (**Exhibit B**) using the process in section A4.

Bidding Documents – This Attachment and any additional attachments, worksheets, drawings, and addendums included with it or within the RFB. The Bidding Documents will become part of the Contract when this bid is awarded.

Contract – The Contract for Purchase of Services signed by parties and all attachments thereto (including the Bidding Documents.)

Contractor – Bidder to whom the Contract is awarded

Owner – City of Madison

Project – The fiber installation or repair project(s) described in the Bidding Documents. If there are more than one Project, each Project will have its own Attachment and Exhibit(s).

City Project Manager – City of Madison representative directing the flow and nature of work being performed for each Project.

Standard Specifications – means the current version of the City of Madison’s Standard Specifications for Public Works Construction, found here:
<https://www.cityofmadison.com/business/pw/specs.cfm>

Work – All tasks comprising the Project.

A1.02 Description of Work for the Project

The purpose of this project is to connect the City of Madison facility located at 330. E. Lakeside Street to an existing MUFN manhole/splice location at the intersection of Lakeside Street and John Nolan Drive. The contractor will place a single new 2" duct and 24 strand Fiber Optic Cable approximately 850'. Duct, cable, and handhole placement is included in the attached CAD Drawings.

This Attachment 2 includes the following exhibit(s):

Exhibit A: 330 E Lakeside Connection Project

Exhibit B: Acceptance Form

A1.03 Project Management

All work will be performed under the guidance of the City Project Manager. The City Project Manager will interface with the Contractor’s Foreman on a regular basis checking the progress and workmanship of the Prime Contractor and Subcontractors.

Contractor must coordinate all field activities with City of Madison Project Manager prior to construction.

ATTACHMENT 2
Scope of Services

A1.04 Construction Schedule

The schedule to complete this Project will be planned with and approved through the City Project Manager. The City Project Manager and Contractor will agree to the schedule in writing and the agreed Project Schedule will become part of this Contract. The agreed project schedule may be modified in writing.

A1.05 Prequalified Contractors

Contractor must be on the City of Madison Public Works approved list of pre-qualified contractors to work in the public right of way for utilities. See section 235 Fiber Optic Cable/Conduit Installation on the pre-qualified contractor list that can be found at the following link:

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

A1.06 Equipment and Material Storage

The Contractor will be required to store all equipment to include; vehicles, machines, tools, consumables and other work related materials off site in a lawful location during times when work is not being performed in the immediate vicinity.

A1.07 Hours of Work

The hours of work are between the hours of 7:00am and 7:00pm (Monday through Saturday) per the noise restrictions in MGO 24.08. **Splicing work, however, must be performed between the hours of 12:01 am. and 6:00 am. unless otherwise instructed.** The Contractor must work with the City Project Manager who will coordinate access to the City of Madison property when required.

A1.08 Project Foreman

The Contractor must assign one foreman to the Project who will take instruction for all crews. This foreman must be on site and act as the single point of contact for the City Project Manager until the Project is completed.

A1.09 Warranty on Workmanship and Contractor Provided Materials

The Contractor is required to provide the City of Madison with a minimum of 1-year warranty on all workmanship and Contractor-provided materials for this Project. The warranty shall begin on the date of Final Acceptance (see Section A4) and continue for not less than one full year thereafter. The City's remedy under this warranty shall be full reperformance of the work to the specifications required by this Contract and replacement and reinstallation of any defective Contractor-provided materials. If the Contractor is unable or unwilling to reperform the work to the specifications required by this Contract, Contractor shall be liable to the City for all reasonable costs of reperforming such work.

Upon discovery of materials or workmanship that are inconsistent with the requirements of the Contract (including these Bidding Documents) and any subsequent amendments or agreements within the 1-year warranty period, the City of Madison will notify the Contractor. Contractor shall provide to the City, within not less than three (3) business days, a response detailing the Contractor's proposed remedy. The City of Madison will accept or reject the proposed remedy within ten (10) business days. If the proposal is accepted, the City will work with the Contractor to define a convenient time for the warranty work to be performed. If the proposal is rejected by the City, the parties will have five (5) additional business days to reach an agreed remedy, or the City will proceed to perform the work itself or hire another contractor to reperform the work and in either case, Contractor will pay all reasonable costs of the same within thirty (30) calendar days of receipt of an invoice from the City.

ATTACHMENT 2
Scope of Services

All costs associated with repairs or correction of any failure or inconsistency identified within the 1-year warranty period will be borne by the Contractor.

Additional warranties on restoration and workmanship may be required according to the terms of the permit(s) required below. Any such warranties are in addition to the warranty described above.

A1.10 Permits

Contractor will be responsible for applying, obtaining, and paying application / permit fees for all permits required to complete the work under this contract.

Prior to beginning work, the Contractor shall obtain the following permits from the City of Madison, and in the case of a Project that crossed another jurisdiction, any other permits required by such other permitting authority:

A. A **Permit to excavate in the right of way** (Excavation Permit or ENGROW) from the City of Madison as required by sec. 10.05 of the Madison General Ordinances. Application materials are available here: <https://www.cityofmadison.com/engineering/permits.cfm>

MGO Sec. 10.05 is here:

https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOI-CH1--10-CH10STALSIGU-10.05OCRI-W

B. A **Facilities Access Permit** from the City of Madison as required by sec. 10.057 of the Madison General Ordinances. Application materials are available here:

<https://www.cityofmadison.com/trafficEngineering/documents/FacilityAccessPermit041019.pdf>

MGO Sec. 10.057 is here:

https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOI-CH1--10-CH10STALSIGU-10.057FAACPE

No excavation, digging, tunneling, trenching, boring, plowing, installation of facilities, equipment or improvements above, on or beneath the surface of any right-of-way may begin without the necessary valid permit(s) from the City of Madison and any other governing permitting authority. The City Project Manager will be available to answer questions about the application process, but it is the Contractor's responsibility to complete the applications and obtain permits prior to beginning work.

The Contractor shall comply with all City of Madison ordinances, policies, procedures and all requirements set forth from any other local permitting agencies.

Contractor shall have a copy of the permits on site and shall be available for inspection immediately upon request by the permitting authority or City Project Manager.

A1.11 Underground Utility Locating

Wisconsin Law Requires excavators to notify Digger's Hotline a minimum of 3 days prior to all excavations (excluding Saturdays, Sundays, and Legal Holidays). Hand dig with care within the 18" safety zone when

ATTACHMENT 2

Scope of Services

exposing underground utilities. Caution, Diggers Hotline does not mark all private facilities. It is the excavator's responsibility to ensure all private utilities are marked.

The Contractor must follow Wis. Stat. sec. 182.0175, which outlines additional responsibilities of the Contractor when excavating on or near underground facilities. The Contractor must have all underground utilities, private or otherwise located during the course of construction.

The Contractor may not perform work for the City of Madison under any Digger's Hotline locate ticket other than their own.

Underground Utilities have been plotted from available records and field observations but are not necessarily exact. It is the excavator's responsibility to field locate all underground obstructions and utilities prior to construction. Complete repaint of any and all damages incurred shall be at the expense of the Construction Contractor. Exact duct location subject to change based on field locate completion.

A1.12 Soil Condition/Depth of Installation Clause

All duct minimum depth must be 36". 48" minimum depth under roadways and waterways. The Contractor must inform the City Project Manager immediately upon discovery of any underground conditions such as limestone or boulder fields that adversely affect their ability to drill or otherwise excavate through an area or at the specified depth to the extent where additional resources not included in their price are deemed necessary. The City Project Manager and Contractor foreman together will determine the need for additional resources and costs. If granted, approval for the additional expenses will be delivered in the form of a Change Order from the City of Madison prior to continuation in that area.

A1.13 Worksite Safety

The Contractor is responsible for the safety of all persons and property inside the worksite. This entails deploying proper barricades, traffic control plans, and or flagmen to protect vehicles and pedestrians passing by or through the work zone, along with ensuring that equipment operators utilize ground spotters when necessary.

Open ground must be properly barricaded at all times that the Contractor is not in the immediate vicinity of the open ground. Open ground areas that are to remain open overnight or over any extended period of time must be barricaded in a fashion that will make the open area easily detectable and avoidable by passersby.

Potholes/core holes in the immediate vicinity of the work zone during working hours can be covered with a cone; however Type II barricades must be placed over any pothole left open overnight. Steel plates over street or sidewalk cores, or the temporary replacement of cores are the only acceptable means by which to cover the core hole when the Contractor is not physically on site performing work.

All work areas, both interior and outdoor must remain clean and free of all rubbish and tools not in use at all times. At the end of each workday the Contractor must clean the worksite and secure all equipment and tools.

The Contractor shall comply with all current and applicable Occupational Safety and Health Administration (OSHA), federal, state, and local rules and regulations governing the safety of employees and material during excavation, trenching, ditching, and installation and backfilling operations on this project.

A1.14 Traffic Control Plan

The Contractor must provide an approved Traffic Control Plan consistent with the guidelines set forth in the latest version of the Manual on Uniform Traffic Control Devices, as determined by City of Madison

ATTACHMENT 2
Scope of Services

Traffic engineering for all construction being performed within various Municipal and DOT Right of Ways when requested.

The following provisions shall apply to traffic regulation during this Project:

- a. There shall be, at all times, adequate vehicle and pedestrian access for ingress and egress for all properties adjacent to the project.
- b. During non-working hours, the contractor shall keep all existing traffic lanes clear from interference including all approaches and intersections.
- c. If lane blockage is unavoidable, the contractor shall notify the traffic engineering department, police department, fire department, ambulance services, school bus garages, and other agency operations as appropriate so these agencies may re-route their vehicles around the construction zone(s).
- d. Contractor is responsible to adhere to all applicable provisions of the latest version of the WisDOT Manual on Uniform Traffic Control Devices, and the WZ19 handbook, prepared by the Transportation Information Center – LTAP of the University of Wisconsin-Madison, available at www.epd.wisc.edu/tic along with submitting traffic plans if required by permitting authority.
- e. Contractor shall be responsible for making adjustments to the Traffic Control Plan as required by the permitting authority.

A1.15 Excavations

No trench or excavation site shall be left open overnight or unattended. Steel plates may only be used to cover unattended excavations with prior approval from City Traffic Engineering and City Streets Division.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the excavation shall be completely backfilled with sand or gravel, unless permission is obtained from the City of Madison to use excavated material for backfill. All backfill materials shall meet the requirements of the Standard Specifications.

A1.16 Hard Surface Potholing/Saw-cutting/Road Coring

The Contractor will be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per all municipal excavations permit requirements. Core holes must be backfilled using suitable materials compacted in lifts.

Potholing is not allowed in sidewalks and ADA compliant or non-compliant pedestrian ramps. If Contractor does any hard surface excavations within any sidewalk or ramp panels, Contractor shall replace the entire panel, along with adjacent panels, at the Contractor's expense.

At no time shall the Contractor perform any excavation that undermines the adjacent intact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure.

If required, trenches in paved areas shall be saw-cut to the full depth of surfacing or as required by the permitting authority. Paved surfaces shall be repaired by the Contractor in accordance with the permitting authority's specifications, including the Pavement Patching Criteria found here: <https://www.cityofmadison.com/engineering/patchingCriteria.cfm>.

A1.17 Restoration

Contractor shall restore and final clean all areas of work. Right-of-way restoration and final cleaning, and street and sidewalk repair/replacement, shall be in compliance with the latest edition of the Standard

ATTACHMENT 2 Scope of Services

Specifications for Public Works Construction and the restoration requirements of the Permit to Excavate in the Right of Way.

Final Cleaning and restorations must follow the requirements in section 104.11, "Final Cleaning," in the Standard Specifications for Public Works Construction. The City will not be responsible for additional costs associated with the failure to identify or perform all final cleaning and restoration requirements.

The Contractor is advised to videotape each area of construction just prior to the work being performed to document all pre-existing conditions.

The Contractor shall take adequate precautions to protect existing facilities, sidewalks, curbs, pavements, utilities, foliage, and adjoining property and structures outside of the right-of-way; and to avoid damage thereto.

Contractor will not remove or prune City street trees without prior approval from City of Madison Forestry. The Contractor shall contact the City of Madison Forestry to prune terrace trees if necessary.

A1.18 Erosion Control Policy

Contractor's work under this Contract shall at all times comply with applicable sections of chapter 37 of the Madison General Ordinances, Erosion Control, linked at the end of this section.

Excavator is responsible for any erosion control, which includes submitting erosion plans, related to this project should it become necessary.

Any prolonged open excavations or standing debris piles may require erosion control practices such as sandbagging around the area or placing hay bales around the area.

The Contractor must employ good housekeeping practices that will prevent the ingress of any excavated materials into the municipal storm water system. This includes properly covering storm sewer inlets with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. Use DOT Type D inlet protection wherever possible. Type C Inlet protection will only be allowed under certain circumstances with prior approval of City Engineer. Contractor shall regularly sweep streets adjacent to the work area to keep free from debris. Standards apply.

An erosion control plan and permit may be necessary for any areas where excavation beyond that of bore pits, utility locates, and handhole placement occurs. At no time can spoils or other debris be stored or piled in the street gutter. Refer to MGO 37.08, Erosion Control Plan Requirements, for a description of the requirements for erosion control plans and permits if necessary.

https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOIVCH32--45_CH37THPUSTSYINERCO_37.08ERCOPLRE

Section A2 UNDERGROUND CONSTRUCTION

A2.01 Duct Placement

The Contractor must provide all duct, handholes, cables, locate wire, pull rope, and splice materials necessary for cable installations. All ducts will be placed on the routes identified in the attached CAD Plans. All ducts must maintain a minimum horizontal clearance zone of 18" when paralleling other underground utilities with the exception of water and sewer (storm and sanitary) mains where parallel runs must maintain 60" horizontal clearance.

All exposed duct ends must be covered with a temporary plug or adequately sealed with duct tape to prevent the ingress of dirt, water, and debris prior to the installation of the cable, locate wire, and mule tape.

ATTACHMENT 2 Scope of Services

All spare ducts must be sealed using properly sized duct plugs.

Ducts occupied by cable shall be sealed at termination points using rubber plugs and compression bands. Foam sealant will not be used.

Miscellaneous structures and obstructions such as sign posts; mail boxes; meter boxes; or other obstructions shall be avoided or removed and reinstalled to original or better condition.

The Contractor shall be responsible, at all times, for the maintenance of streets and other utilities affected by construction operations. Debris shall not be permitted to accumulate and all premises shall be maintained in a neat and workman-line manner.

A2.02 Handhole Placement

The Contractor will be required to provide and install new Type VII 30"x48"x36" handhole and Type V 24"x36"x24" handhole along the route shown on the CAD plans. See the attached CAD drawings for placement location of the handholes.

The handholes must sit parallel with adjacent streets, buildings, or other structures and must be flush with all surrounding surfaces, and if installed on a slope or grade the handhole must follow the contour of the grade.

The installed handholes must sit atop a 12" bed of ¾" washed, crushed stone for drainage. All fill around the Handhole must be mechanically compacted in 12" layers to within 8" from the top to prevent settling. Inside each new handhole the Contractor will be required to install a single 8' long by 1/2" diameter copper clad ground rod. The ground rod must not protrude more than 3" above the surface of the crushed stone bed.

Installed conduits must be brought from horizontal to at least a 45 degree vertical position inside handhole. Top of conduit must be a minimum of 12" above the stone at the bottom of the handhole.

A2.03 Fiber Optic Cable Installation

The Contractor may install the fiber optic cable by hand or with the use of pneumatic/hydraulic installation equipment. Regardless of the means of installation, the Contractor must take care to not exceed the cable's maximum pulling tension (typically 600lbs). When using a mechanical tugger (Tension master) the contractor must have the ability to monitor the pulling tensions to ensure the maximum is not exceeded at any time during the installation.

If the contractor uses the existing mule tape to install the fiber optic cable through the occupied duct they must replace the mule tape during the fiber installation.

At various handholes the Contractor must store a cable slack loop neatly coiled and stored in the handhole and labeled at each end with a permanent label, identifying the Cable Owner and the Strand Count. Suitable labels for this purpose are Panduit #PST-FO. All slack fiber coils must be coiled in a "figure 8" fashion. Fiber coil radius must not be smaller than the allowed specification for the fiber.

A2.03.1 Cable Labeling

The Contractor shall label all fiber optic cables in a permanent consistent manner as specified in this section. All labels shall be readable and designed for long term permanent labeling of fiber optic. Labels shall be affixed to the cable, in a place that is easily visible from the vault opening and on each end of the cable, per the manufacturer's recommendations, and shall not be affixed in a manner that will cause damage to the fiber. The labeling schemes for fiber cables set forth in this section shall be used by anyone placing fiber within the City of Madison network.

ATTACHMENT 2
Scope of Services

Labeling of the backbone, distribution and fiber optic cables shall conform to the following unique identification code elements and will be supplied by the City Project Manager:

OWNER/FIBER COUNT
CABLE NAME
CABLE SEGMENT ID

In addition to the above, a wrap of colored tape must be placed on each cable, to indicate primary direction consistent with the City color code:

NORTH: ORANGE
SOUTH: BROWN
EAST: GREEN
WEST: SLATE

A2.04 Locate Wire Installation

The Contractor will be required to install a #10 AWG UL TYPE USE 2/RHH/RHW-2 Outdoor rated PVC jacket- stranded copper locate wire inside one of the new ducts in the duct routes.

A2.05 Mule Tape Installation

The Contractor will be required to install a single 1,800 lb mule tape within the plowduct with the locate wire and fiber optic cable and within duct. Any mule tape being left in duct must contain foot markings on the tape. If a tracer is not installed then a locatable mule tape must be installed.

A2.06 As-Built Drawing Requirements

Contractor shall provide all information requested by the City for as-built drawings, in a format approved by the City, to include but not limited to:

- Fiber sequential markings at hand hole walls and end of fiber;
- Depths of fiber at a minimum of 200' intervals along with centerline of all hard surface crossings, i.e.: roads, alleys, drives, waterways, pipelines, and railroads;
- Actual GPS, latitude and longitude coordinates, location of Handholes;
- Actual running line from right-of-way, back of curb, edge of pavement or other known landmarks shown on sheets;
- Actual location of warning markers;
- Any information required by the Facilities Access Permit (MGO 10.057)
- Any other information required by the City to produce an accurate and permanent record of the Project. Any questions in regards to this can be sent to the City Project Manager.

Section A3 FUSION SPLICING

A3.01 Outdoor Fusion Splicing

The Contractor will be required to provide the personnel, tools, and equipment needed to perform optical cable splicing in an environmentally controlled vehicle or trailer designed specifically for optical cable splicing. All permanent splicing will be single strand fusion type splices.

ATTACHMENT 2

Scope of Services

The Contractor will provide all cable, splice cases, and trays for all splice protection sleeves and consumables related to outdoor cable splicing.

A3.02 Indoor Fiber Termination

All cable terminations will be performed by splicing factory terminated fiber optic cable pigtails to the ends of the fiber optic cables. The Contractor will provide all pigtail assemblies and cable termination and interior splicing panels for all splice sleeves and consumables. The Contractor will be required to install all termination and splice equipment as well as route all pre-terminated pigtails between devices.

A3.03 Fusion Splicing Equipment

All cable strand splicing will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine.

All splices will be protected with appropriate fusion splice sleeves fitted with steel-reinforcing rod(s) (provided by the Contractor).

A3.04 Cable Testing

Following the splicing and termination procedures the Contractor will be required to test each strand using an OTDR and Power Meter Light Source (PMLS) at 1310nm and 1550nm. Each terminated strand will be tested between the sites with both devices at both wavelengths. This totals 8 tests per strand. All OTDR tests must be performed using a launch cable that is at least 500 meters in length thus allowing a full view of the initial pigtail connector/splice event loss.

A3.05 OTDR Viewing Software

Prior to the OTDR testing the Contractor must provide a copy of the OTDR viewing software that is capable of allowing a user to electronically review the test results. This does not need to be a licensed copy, just one that allows the user to view traces in their native (non-pdf) format.

A3.06 Test Documentation

Following the OTDR testing the Contractor must provide the City with one electronic copy of each test performed. Prior to testing, the Contractor will be provided with the strand identification and labeling plan, the electronic copies of the test results must match the labeling scheme provided to the Contractor. Following the PMLS testing, the Contractor must provide the City with test results showing the total link loss between each site along with the average loss for each strand. The test results must be provided on any Windows® compatible electronic spreadsheet. Each cable strand tested must be labeled per the City-provided labeling scheme set forth in Section A2.03.01. This labeling must accompany each test results.

A3.07 Optical Loss Budget

The Contractor will be provided with optical link budgets for each installed cable strand. Budget losses are calculated by measuring the total link loss between sites, and then averaging the measurements from both directions using the parameters identified in Table 1 below. The test results provided to the Project Manager must confirm that 100% of all installed strands perform within the optical loss budget and within the specific tolerances for individual events identified in Event Loss Table below.

Note that even though a link loss test may show a loss that is within the optical budget, any event shown by the OTDR report that exceeds its thresholds listed in the Table will result in a failed test result and must be remedied prior to system acceptance by the City. Instances where individual tolerances cannot be met must be reviewed with the City Project Manager prior to completion.

ATTACHMENT 2
Scope of Services

Event Loss Table

Event	Wavelength	Threshold (dB)
Coupler Loss	1310nm	0.4dB
	1550nm	0.4dB
Splice Loss	1310nm	0.2dB
	1550nm	0.2dB
Cable Attenuation	1310nm	.35dB/Km
	1550nm	.25dB/Km

Section A4 ACCEPTANCE PROCEDURE

A4.01 Project Acceptance

Within thirty (30) days of receiving the test results [fiber testing], City shall inspect the project, according to A4.01 and Exhibit B, and notify contractor of acceptance or rejection of completed project.

If the City rejects any fiber within the thirty (30) day time period, Contractor shall use commercially reasonable efforts to cure the defective condition identified in the Rejection Notice within sixty (60) days, to the extent the defective condition was caused by Contractor. If Contractor is unable to cure within sixty (60) days, City may terminate the agreement.

Contractor is only authorized to perform work exactly as stated in Exhibit A. Any unauthorized work, including but not limited to splicing or installation of fiber or equipment not expressly authorized by Exhibit B hereunder (or by instructions from the City in case of an emergency or through an amendment to the contract) shall be grounds for immediate termination of this Contract, and Contractor shall be responsible for and shall reimburse the city for all costs of removing unauthorized equipment and restoring the City's facilities to its authorized condition.

A4.01 Project Inspection

Contractor shall make its work available to the City and any others as authorized by law for inspection at all reasonable times during the execution of and upon completion of project. At the time of inspection, the City may order the immediate cessation of any work that is contrary to Exhibit A or that otherwise poses a threat to the life, health, safety, or well-being of the public. This inspection is documented through Exhibit B.

The date of Final Acceptance of the Project is as indicated on Exhibit B shall trigger the start date for the one year warranty described in Section A1.09.

A4.03 Project Payment

The project shall be invoiced in full at the date of final acceptance of the project. The Basis for Payment is outlined in section 24 of the City's Purchase of Services Contract to which this document will be attached.

ATTACHMENT 2
Scope of Services

Section A5 CONTRACTOR PROVIDED MATERIALS AND CONSTRUCTION
QUANTITIES

A5.01 Contractor Provided Material List

The Contractor must purchase and provide all of the materials for this project, as specified in Exhibit A, Sheet ID: PL1 for the specific quantities outlined in the document.

Section A6 CITY PROVIDED MATERIALS

A6.01 City Provided Material List (if any.)

The City does not expect to provide any materials for this Project. However, the City of Madison may, at a later date and in its discretion, provide materials for the Project and if so, the Contractor's pricing shall be reduced accordingly. If the City decides to provide materials after the Contract start date, a contract amendment shall be completed prior to start of project with new pricing.

EXHIBIT 3
PROJECT ACCEPTANCE FORM

1. _____ Confirm Engineering has signed off all aspects of Permit to Excavate in Right of Way (ENGROW)
2. _____ Confirm TE has signed off on all aspects of the Facility Access Permit (FAP)
3. _____ Accept conduit (type, size, depth, etc.)
4. _____ Accept handholes, splice cases, electronics
5. _____ Accept Fiber
6. _____ Accept final as-builts

Check one box:

- Project Accepted (fill in the blank lines below)

The City hereby accepts the project described as _____

As of this date: _____.

(Person giving acceptance signs the final signature line at the bottom of this form)

- Project Rejected (fill in reasons statement below)

Reason(s) for Rejection:

ATTACHMENT 2
Scope of Services

Contractor's Proposed steps to correct items Rejected:

City and Contractor agree to the above steps to correct items above (use only when rejected items need to be repaired)

CITY OF MADISON:

Contractor:

(Print Name)

(Print Name)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

CITY OF MADISON'S FINAL ACCEPTANCE OF PROJECT:

(Print Name)

(Signature)

(Title)

(Date)

CITY OF MADISON - 100 STATE STREET CONNECTION

PROJECT OWNER:
 CITY OF MADISON
 TALETHA SKAR
 210 MARTIN LUTHER KING BLVD RM 500
 MADISON, WI 53703

PROJECT ENGINEER:
 MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.
 CONTACT: DAN BECKER
 FIBER OPTIC NETWORK SPECIALIST
 PO BOX 11064
 GREEN BAY, WI 54307
 PH. 920-301-7900 EXT. 1002
 EMAIL: DBECKER@MCEWI.COM

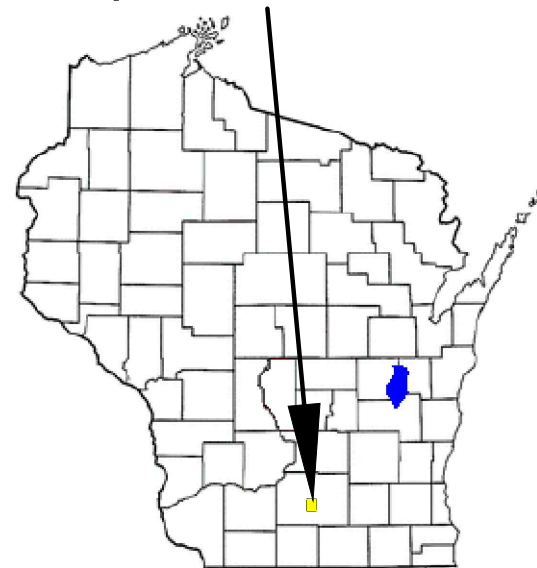
DESIGNED BY:
 MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.
 CONTACT: GREG SELISSEN
 OSP ENGINEER
 PH. 920-301-7900 EXT. 1004
 EMAIL: GSELISSEN@MCEWI.COM

PERMITS REQUIRED:
 CITY OF MADISON EXCAVATION PERMIT

TABLE OF CONTENTS:
 TITLE PAGE
 EROSION CONTROL BMP (1 PAGE)
 PLACEMENT GUIDELINES (1 PAGE)
 SCALED 1:10 SHEETS (1 PAGE)



Project Location City of Madison, WI



CALL DIGGERS HOTLINE 3 DAYS BEFORE DIGGING:
 AT 811 OR (800) 242-8511
 EMERGENCY ONLY: (262) 432-7910

ALL UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. UTILITY INFORMATION WAS PROVIDED IN RESPONSE TO PLANNING LOCATE REQUESTS. CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF MUNICIPAL AND PRIVATE UTILITIES; COMPLETE REPAIR OF ANY AND ALL DAMAGES & RESTORATION INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR. FACILITY PLACEMENT SUBJECT TO CHANGE UPON FIELD LOCATE COMPLETION.

RIGHTS-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATIONS AND THE LATEST STATE AND COUNTY RECORDS AVAILABLE.

COORDINATE SYSTEM: HARN/WI.DaneWI-F

Legend

= Telco	= Fiber Ped	= Manhole	= Culvert
= Cable TV	= Electric Ped	= Utility Pole	= Railroad Light
= Electric	= Telco Ped	= Power Pole	= Traffic Light
= Gas	= Cable TV Ped	= Power Transformer Pole	= Pull Box
= Water	= Traffic Control Box	= Street Light	= Tree
= Sanitary Sewer	= Electric Transformer	= Pole Anchor	
= Storm Sewer	= Gas Valve	= Aerial Fiber	
= Private Fiber Optic	= Water Valve	= Overhead Guy	
= New Underground Fiber	= Fire Hydrant	= Aerial Expansion Loop	
= Existing Underground Fiber	= Catch Basin	= Aerial Splice	
= New Handhole	= Round Catch Basin	= Standoff	
= Existing Handhole			
= Locate Station			

Typical Install Depth is 36"



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968



CITY OF MADISON
 100 STATE ST

SHEET GROUP:
 COVER SHEET

SHEET ID:
 CS1

EXCAVATIONS

Excavations shall not remain open in excess of 24 hours unless specific permission is obtained from the City Engineer.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be backfilled with flow-able filled slurry mix.

At no time can spoils or other debris be stored or piled in the street gutter.

Excavation stock piling must remain within the public right of way and cannot be placed on or impede any roadways, driveways, sidewalks, or fire hydrants. Any areas that have minimal public right of way available must stock pile the excavated material on a truck bed or trailer. No stock piling of excavated material will be allowed on private property.

Excavations are to remain outside of wetland areas. All excavations must have proper erosion control practices to prevent stock piled materials from entering wetland areas.

Excavations are to remain 75' from the high-water mark of and waterway. Any excavations must have proper erosion control practices to prevent stock piled materials from entering waterways.

EROSION CONTROL PLAN

Any prolonged open excavations or standing debris piles will require erosion control practices such as sandbagging, placing hay bales, or silt fencing around the area.

The Contractor must employ the following good housekeeping practices that will prevent the ingress of any excavated materials into the Municipal storm water system:

- 1) Cover Storm Sewer Inlet with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. DOT Type C Inlet protection standards apply (2x4 across back of inlet with DOT Filter Fabric over inlet held in place by inlet cover). Type D Inlet Protection including waddles (fiber filled filter socks) around drains to prevent debris from entering the storm sewer system are required at any low area inlets.
- 2) Place Silt Fence Barrier around excavation per below typical specification Diagram. Silt Fence to be inspected prior to excavation.
- 3) Place Sand Bag Barrier around Spoils to prevent runoff ingress into Storm Water Management System.
- 4) Protect graded restoration area using fibrous matting to prevent erosion into Storm Water Management System
- 5) Place temporary soil stabilization materials to prevent erosion into Storm Water Management System.

All erosion control measures shall be inspected on a weekly basis and/or after 1/2" or more of rainfall to ensure the effectiveness of the erosion control measures.

DEWATERING

Dewatering of pits, trenches, hanholes, or manholes must be done with the use of a sediment bag, a straw bale dewatering basin, or approved equivalent. All dewatering procedures must meet or exceed state standards. All Vacuum Excavation spoils are to be transported and disposed of offsite at an approved dumping station. Dewatering is expected to be negligible given the depth of installation and the nature of the directional boring operations for this project.

FRAC-OUT CONTINGENCY PLAN

Boring activities and bore path are to be continually monitored to observe potential frac-outs. Erosion control materials are to be accessible and onsite should a frac-out occur. Acceptable materials include silt fence, straw bales, and sand bags. As soon as a frac-out is discovered, erosion control must immediately be implemented around the frac-out material (bentonite-water mixture). A vacuum excavation machine is to be accessible on short notice to clean any frac-out material should it occur.

RESTORATION

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per the specific requirements of the Municipality or Agency having jurisdiction. Core holes must be backfilled with a slurry mixture as specified by the DOT per permitting requirements. The original Concrete or Asphalt core can then be replaced using Plug and Epoxy method.

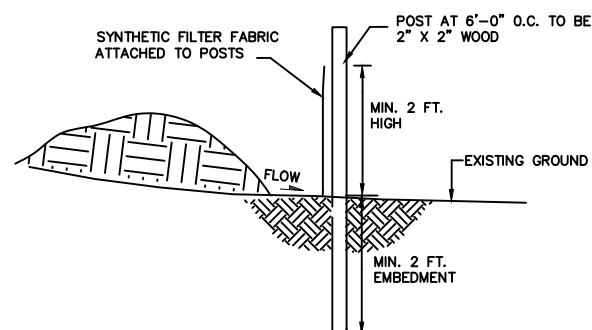
Potholing is not allowed in ADA compliant or non-compliant pedestrian ramps. Any hard surface excavations within any pedestrian ramp panels will result in the Contractor's replacement of the entire ADA Compliant panel, along with adjacent panels at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure. This scenario will result in the replacement of the effected hard-surface to the permitting authority's specifications.

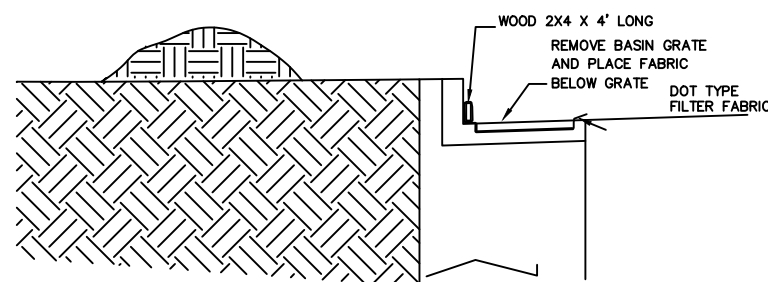
All disturbed lawns, vegetation, flowers, shrubbery, trees, landscaping, etc. must be replaced or restored to its previous condition or better. Lawn repair will require a minimum of 4" of black dirt and municipal approved grass blends are to be applied.

All areas of restoration using Black Dirt and Seed must be protected with biodegradable net-free fibrous matting. Placement of loose straw or other materials that can be easily blown away or otherwise eroded/removed from the restored area will not be permitted. Fibrous matting materials will must be included in the Contractor Cut Sheets and approved by the Owner for use prior to placement.

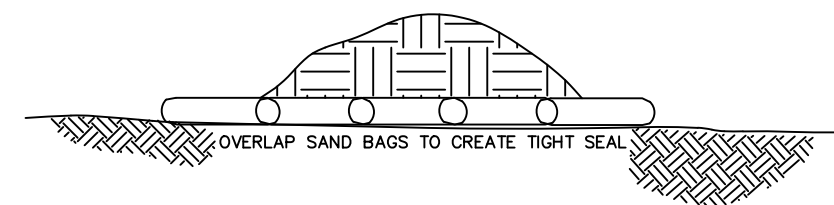
Silt Fence Erosion Control:



Storm Inlet / Catch Basin Erosion Control:



Sand Bag Barrier Erosion Control:



Description of Work

The purpose of this project is to re-route an existing connection between a TE manhole and 100 N. State street. The contractor will be required to place a new 2" duct approximately 25' back to the building along the new path, remove an existing cable from the soon to be abandoned duct, then re-install the cable through the new duct and re-terminate the cable. The Contractor will be required to break up and remove several squares of the "exposed aggregate" concrete, open trench the new 2" duct into the TE manhole then restore those squares to City specification document (separate attachment).

Use of Quantities Shown

The following lists represent a high-level overview of the project tasks associated with each portion of the project and should not be solely relied on for bidding purposes. It is the Contractors responsibility to thoroughly review and calculate their own quantities and footages in order to complete this project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

- | | |
|---|---------|
| 1) open trench/place single 2" duct - | 25' |
| 2) Install 24 strand fiber optic cable inside new empty 2" duct - | 25' |
| 3) Install expansion loop inside existing handhole - | 150' |
| 4) Install #10 stranded, jacketed, copper tracer wire inside 2" duct - | 25' |
| 5) Pull existing 24 strand cable out of existing duct and route into new duct - | 24 |
| 6) Terminate fibers inside building after cable is pulled back in - | 24 |
| 7) Remove and restore concrete squares - | 140~sq' |

City Provided Material List

The City of Madison will not be providing any materials for this project.

Contractor Provided Material List

The Contractor must purchase and provide all the following materials for this project:

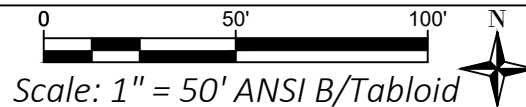
1. All outside plant Fiber Optic cables - 24 Strand Singlemode OS2 Glass; loose tube, all dielectric; single jacket construction.
2. Underground Plowduct - 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior with mule tape. Carlon A13C6N1JNNE (2"), or equivalent.
3. 1800-pound mule tape - Carlon TL38203 or equivalent.
4. Locate Wire - #10 AWG UL TYPE USE 2/RHH/RHW-2. Non-manufacturer specific.
5. Split Duct Plug - 2" & 1.25" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
6. Fusion Splice Sleeves - Clear heat shrink fusion splice sleeve with steel reinforcing rod. Non-manufacturer specific.
7. Fiber Optic Cable Labels - Yellow plastic labels for cable. Panduit #PST-FO.
8. Consumables and Installation hardware - Contractor required consumables for the installation of all the above items per these Request for Bid Documents.

Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.



Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307
P: 920.301.7900 | 877.870.6968



CITY OF MADISON
100 STATE ST

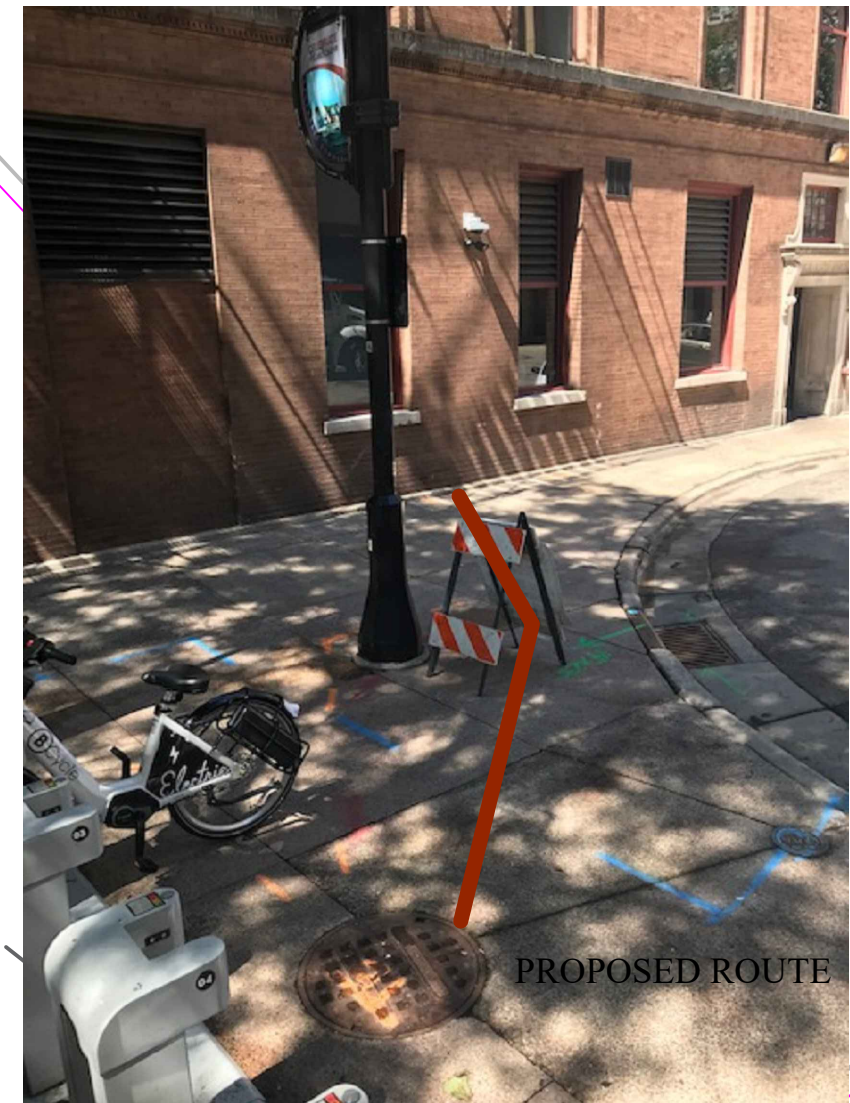
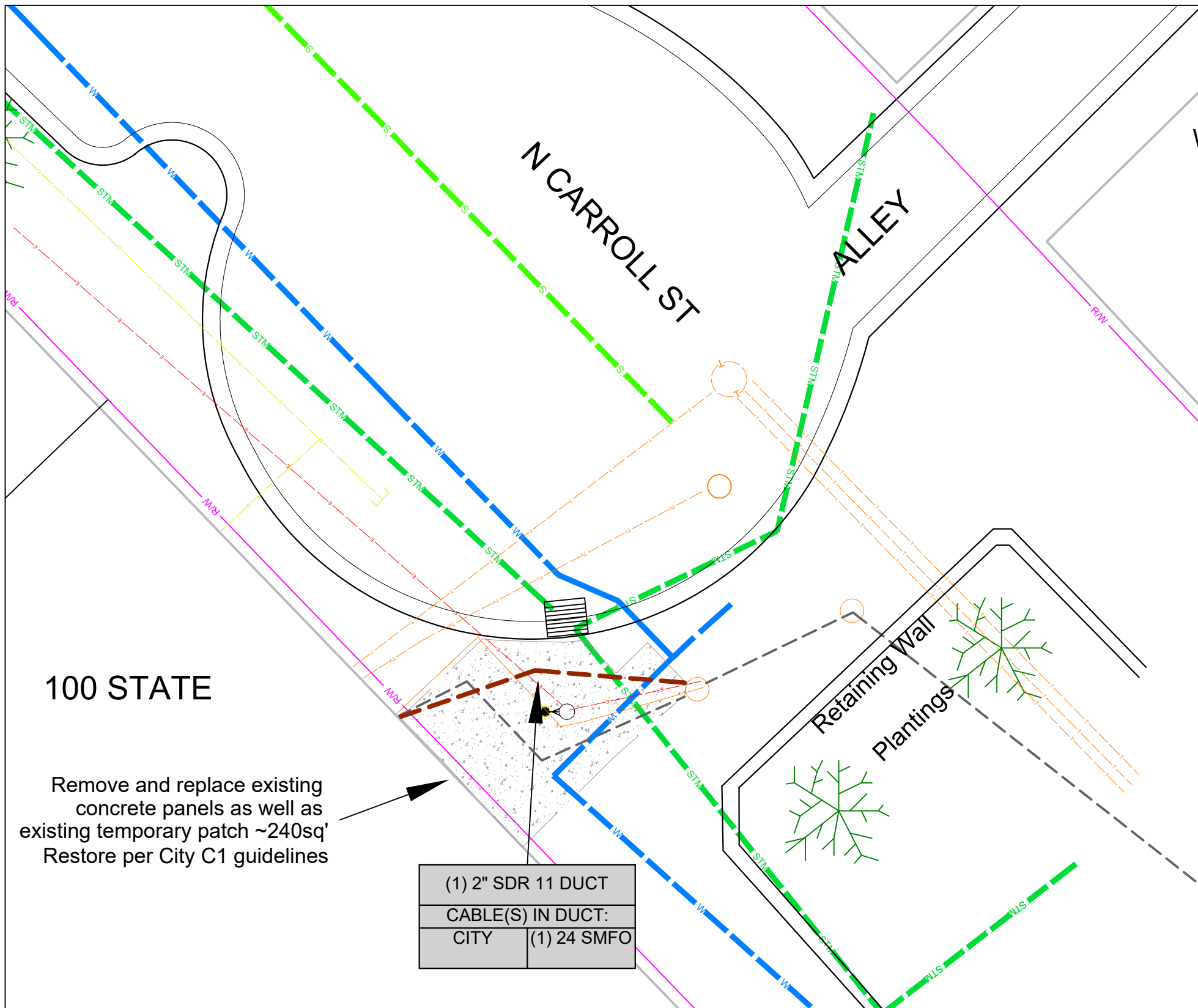
SHEET GROUP:
PLACEMENT DETAILS

SHEET ID:
P1

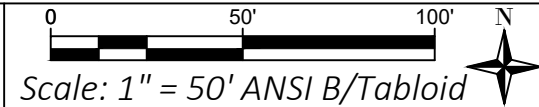
Print Date: 8.25.2020

Page 3 of 4

30
WISCONSIN VETERANS MUSEUM



Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307
P: 920.301.7900 | 877.870.6968



CITY OF MADISON
100 STATE ST

SHEET GROUP:
1:10 Scaled Plans

SHEET ID:
01

PERMITS REQUIRED ON THIS SHEET: CITY OF MADISON

Print Date: 8.25.2020

Page 4 of 4

CITY OF MADISON 330 E. LAKESIDE CONNECTION PROJECT

PROJECT OWNER:
 CITY OF MADISON
 TALETHA SKAR
 210 MARTIN LUTHER KING BLVD RM 500
 MADISON, WI 53703

PROJECT ENGINEER:
 MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.
 CONTACT: DAN BECKER
 FIBER OPTIC NETWORK SPECIALIST
 PO BOX 11064
 GREEN BAY, WI 54307
 PH. 920-301-7900 EXT. 1002
 EMAIL: dbecker@mcewi.com

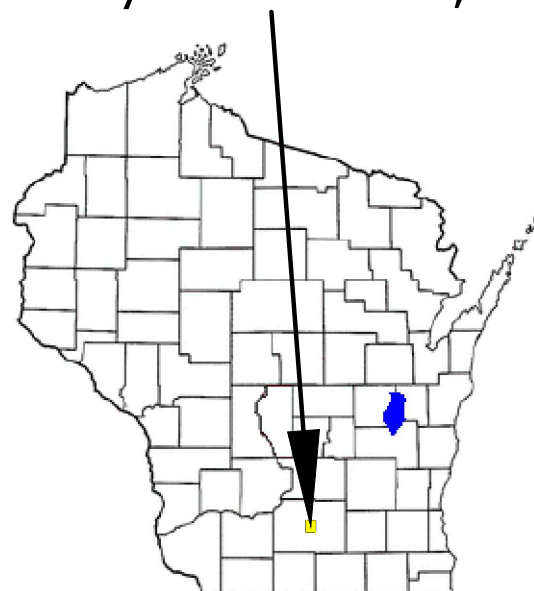
DESIGNED BY:
 MULTIMEDIA COMMUNICATIONS & ENGINEERING, INC.
 CONTACT: MINDY METOXEN
 CAD TECHNICIAN
 PH. 920-301-7900 EXT. 1008
 EMAIL: mmetoxen@mcewi.com

PERMITS REQUIRED:
 CITY OF MADISON EXCAVATION PERMIT

TABLE OF CONTENTS:
 TITLE PAGE
 EROSION CONTROL BMP (1 PAGE)
 PLACEMENT DETAILS (1 PAGE)
 SCALED 1:50 SHEETS (2 PAGES)
 TRAFFIC CONTROL (3 PAGES)



Project Location City of MADISON, WI



CALL DIGGERS HOTLINE 3 DAYS BEFORE DIGGING:
 AT 811 OR (800) 242-8511
 EMERGENCY ONLY: (262) 432-7910

ALL UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. UTILITY INFORMATION WAS PROVIDED IN RESPONSE TO PLANNING LOCATE REQUESTS. CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF MUNICIPAL AND PRIVATE UTILITIES; COMPLETE REPAIR OF ANY AND ALL DAMAGES & RESTORATION INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR. FACILITY PLACEMENT SUBJECT TO CHANGE UPON FIELD LOCATE COMPLETION.

RIGHTS-OF-WAY ARE DEPICTED BASED ON FIELD OBSERVATIONS AND THE LATEST STATE AND COUNTY RECORDS AVAILABLE.

COORDINATE SYSTEM: HARN/WI.DANEWI-F

Legend

= Telco	= Fiber Ped	= Manhole	= Culvert
= Cable TV	= Electric Ped	= Utility Pole	= Railroad Light
= Electric	= Telco Ped	= Power Pole	= Traffic Light
= Gas	= Cable TV Ped	= Power Transformer Pole	= Pull Box
= Water	= Traffic Control Box	= Street Light	= Tree
= Sanitary Sewer	= Electric Transformer	= Pole Anchor	
= Storm Sewer	= Gas Valve	= Aerial Fiber	
= Private Fiber Optic	= Water Valve	= Overhead Guy	
= New Underground Fiber	= Fire Hydrant	= Aerial Expansion Loop	
= Existing Underground Fiber	= Catch Basin	= Aerial Splice	
= New Handhole	= Round Catch Basin	= Standoff	
= Existing Handhole			
= Locate Station			

Typical Install Depth is 36"



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968



CITY OF MADISON
 330 E LAKESIDE CONNECTION

SHEET GROUP:
 COVER SHEET

SHEET ID:
 CS1

Print Date: 8.26.2020

Page 1 of 8

EXCAVATIONS

Excavations shall not remain open in excess of 24 hours unless specific permission is obtained from the City Engineer.

In all streets, alleys, sidewalks or other public ways, whether improved or unimproved, all excavated material shall be removed and the trench shall be backfilled with flow-able filled slurry mix.

At no time can spoils or other debris be stored or piled in the street gutter.

Excavation stock piling must remain within the public right of way and cannot be placed on or impede any roadways, driveways, sidewalks, or fire hydrants. Any areas that have minimal public right of way available must stock pile the excavated material on a truck bed or trailer. No stock piling of excavated material will be allowed on private property.

Excavations are to remain outside of wetland areas. All excavations must have proper erosion control practices to prevent stock piled materials from entering wetland areas.

Excavations are to remain 75' from the high-water mark of and waterway. Any excavations must have proper erosion control practices to prevent stock piled materials from entering waterways.

EROSION CONTROL PLAN

Any prolonged open excavations or standing debris piles will require erosion control practices such as sandbagging, placing hay bales, or silt fencing around the area.

The Contractor must employ the following good housekeeping practices that will prevent the ingress of any excavated materials into the Municipal storm water system:

- 1) Cover Storm Sewer Inlet with DOT Filter Fabric (DOT Type FF, not felt or silt fence material) near areas where excavation and directional drilling operations occur. DOT Type C Inlet protection standards apply (2x4 across back of inlet with DOT Filter Fabric over inlet held in place by inlet cover). Type D Inlet Protection including waddles (fiber filled filter socks) around drains to prevent debris from entering the storm sewer system are required at any low area inlets.
- 2) Place Silt Fence Barrier around excavation per below typical specification Diagram. Silt Fence to be inspected prior to excavation.
- 3) Place Sand Bag Barrier around Spoils to prevent runoff ingress into Storm Water Management System.
- 4) Protect graded restoration area using fibrous matting to prevent erosion into Storm Water Management System
- 5) Place temporary soil stabilization materials to prevent erosion into Storm Water Management System.

All erosion control measures shall be inspected on a weekly basis and/or after ½" or more of rainfall to ensure the effectiveness of the erosion control measures.

DEWATERING

Dewatering of pits, trenches, hanholes, or manholes must be done with the use of a sediment bag, a straw bale dewatering basin, or approved equivalent. All dewatering procedures must meet or exceed state standards. All Vacuum Excavation spoils are to be transported and disposed of offsite at an approved dumping station. Dewatering is expected to be negligible given the depth of installation and the nature of the directional boring operations for this project.

FRAC-OUT CONTINGENCY PLAN

Boring activities and bore path are to be continually monitored to observe potential frac-outs. Erosion control materials are to be accessible and onsite should a frac-out occur. Acceptable materials include silt fence, straw bales, and sand bags. As soon as a frac-out is discovered, erosion control must immediately be implemented around the frac-out material (bentonite-water mixture). A vacuum excavation machine is to be accessible on short notice to clean any frac-out material should it occur.

RESTORATION

The Contractor may be allowed to mechanically core through hard surface streets to locate existing utilities provided that the restoration of the core be performed per the specific requirements of the Municipality or Agency having jurisdiction. Core holes must be backfilled with a slurry mixture as specified by the DOT per permitting requirements. The original Concrete or Asphalt core can then be replaced using Plug and Epoxy method.

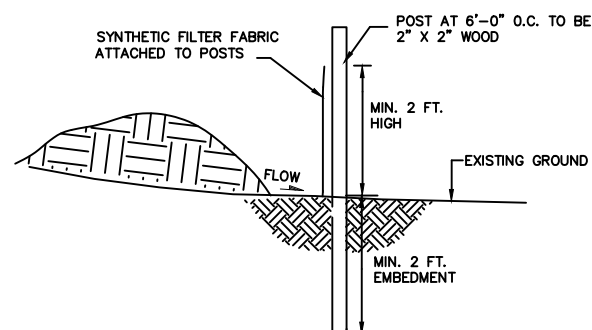
Potholing is not allowed in ADA compliant or non-compliant pedestrian ramps. Any hard surface excavations within any pedestrian ramp panels will result in the Contractor's replacement of the entire ADA Compliant panel, along with adjacent panels at the Contractor's expense.

At no time can the Contractor perform any excavation that undermines the adjacent in-tact surfaces, thereby making vertical mechanical compaction impossible and creating future potential for subsurface failure. This scenario will result in the replacement of the effected hard-surface to the permitting authority's specifications.

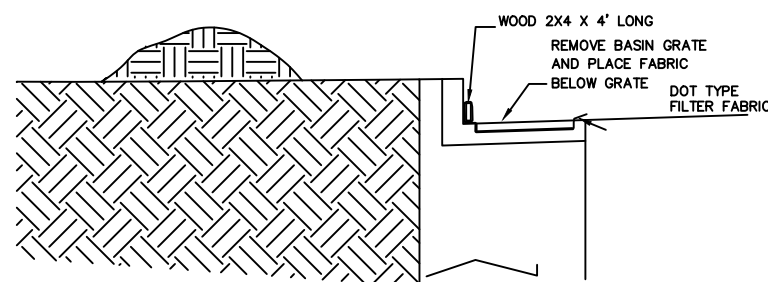
All disturbed lawns, vegetation, flowers, shrubbery, trees, landscaping, etc. must be replaced or restored to its previous condition or better. Lawn repair will require a minimum of 4" of black dirt and municipal approved grass blends are to be applied.

All areas of restoration using Black Dirt and Seed must be protected with biodegradable net-free fibrous matting. Placement of loose straw or other materials that can be easily blown away or otherwise eroded/removed from the restored area will not be permitted. Fibrous matting materials will must be included in the Contractor Cut Sheets and approved by the Owner for use prior to placement.

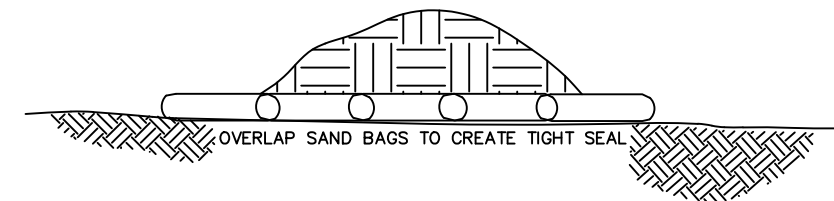
Silt Fence Erosion Control:



Storm Inlet / Catch Basin Erosion Control:



Sand Bag Barrier Erosion Control:



Description of Work

The purpose of this project is to connect the City of Madison facility located at 330. E. Lakeside Street to an existing MUFN manhole/splice location at the intersection of Lakeside Street and John Nolan Drive. The contractor will place a single new 2" duct and 24 strand Fiber Optic Cable approximately 850'. Duct, cable, and handhole placement is included in the attached CAD Drawings.

Use of Quantities Shown

The following lists represent a high-level overview of the project tasks associated with each portion of the project and should not be solely relied on for bidding purposes. It is the Contractors responsibility to thoroughly review and calculate their own quantities and footages in order to complete this project as outlined in this document. The Bid amount must be adequate to fulfill the intent of the entire project.

Construction Quantities

The following lists represent a high-level overview of the project tasks associated with portion of work identified herein and on the attached CAD Plans.

1) Directional Bore - 2" duct -	850'
2) Place Type V 24x36x24 Handhole -	1
3) Place Type I 24x30x24 Handhole -	2
4) Install 24 strand fiber optic cable inside new empty 2" duct -	850'
5) Install expansion loop inside handholes -	450'
6) Install #10 stranded, jacketed, copper tracer wire inside 2" duct -	850'
7) Splice individual fiber strands inside outdoor splice case -	24
8) Terminate strands via splicing to pigtail inside Lakeside Building -	24
9) Test individual strands using PMLS and OTDR -	24

City Provided Material List

The City of Madison will not be providing any materials for this project.

Contractor Provided Material List

The Contractor must purchase and provide all the following materials for this project:

1. All outside plant Fiber Optic cables - 24 Strand Singlemode OS2 Glass; loose tube, all dielectric; single jacket construction.
2. Underground Plowduct - 2" inside diameter first-run SDR-11 HDPE Orange smooth exterior/smooth interior with mule tape. Carlon A13C6N1JNNE (2"), or equivalent.
3. TYPE V Flush-mount Handhole - Composite concrete fiberglass construction 24"x36"x36h" with 2 bolt extra heavy duty cover marked "Fiber Optics". Quazite #PG2436BB36 Base / #PG2436HH21 (ANSI Tier 22) Cover, or equivalent.
4. TYPE I Flush-mount Handhole - Composite concrete fiberglass construction 17"x30"x24h" with 2 bolt extra heavy duty cover marked "Fiber Optics". Quazite #PG1730BB24 Base / #PG1730HH21 (ANSI Tier 22) 1-piece Cover, or equivalent.
5. 1800-pound mule tape - Carlon TL38203 or equivalent.
6. Locate Wire - #10 AWG UL TYPE USE 2/RHH/RHW-2. Non-manufacturer specific.
7. Split Duct Plug - 2" outside diameter split plugs with interior port diameter sufficient for cable size. Carlon or equivalent.
8. Exterior ½" Galvanized Rigid Steel Piping with Couplers and bushings
9. Single Gang weatherproof outlet box with gasket and 2-screw blank steel cover - Non-manufacturer specific.
10. Modular Wall Penetration Seal Kit - GPT Link-Seal or equivalent <https://www.gptindustries.com/en/products/link-seal>
11. Interior Wall Mount Splice/Termination Box with 24 strand single fusion splice and SC/UPC termination capacity- non manufacturer specific
12. 12 strand OS2 Singlemode SC/UPC fiber optic pigtail.
13. Fusion Splice Sleeves - Clear heat shrink fusion splice sleeve with steel reinforcing rod. Non-manufacturer specific.
14. Fiber Optic Cable Labels - Yellow plastic labels for cable. Panduit #PST-FO.
15. Consumables and Installation hardware - Contractor required consumables for the installation of all the above items per these Request for Bid Documents.
16. Biodegradable Net-Free matting designed for short term use similar to the American Excelsior Company's Curlex® CL Blanket.

Contractor Completion Clause

The Contractor is required to complete the installation with the material included in their Bid response.



Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307
P: 920.301.7900 | 877.870.6968



CITY OF MADISON
330 E LAKESIDE CONNECTION

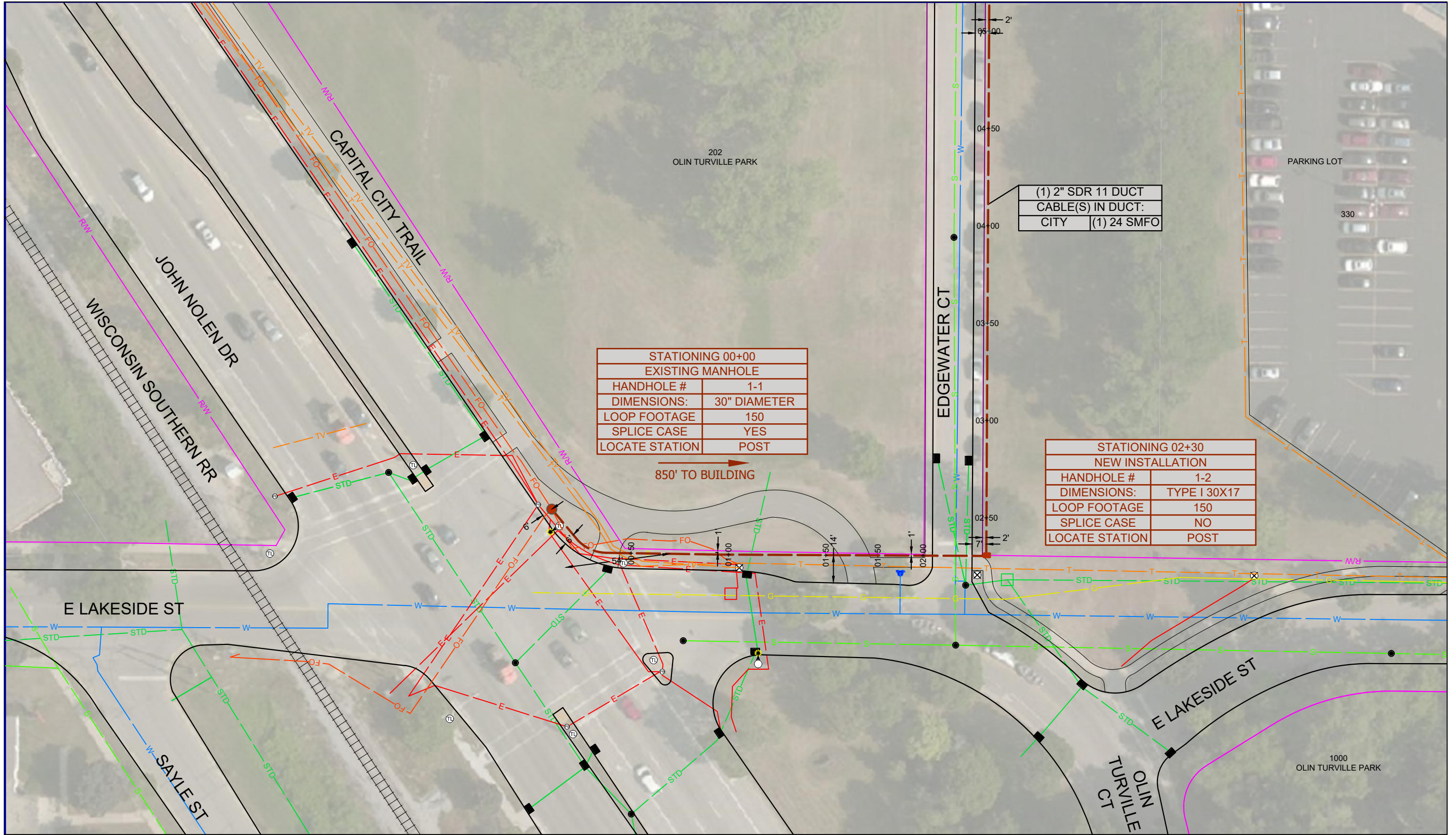
SHEET GROUP:
PLACEMENT DETAILS

SHEET ID:
PL1

Print Date: 8.26.2020

Page 3 of 8

SEE SHEET 2



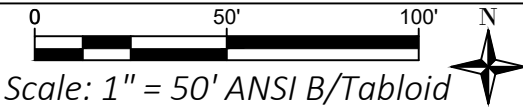
STATIONING 00+00 EXISTING MANHOLE	
HANDHOLE #	1-1
DIMENSIONS:	30" DIAMETER
LOOP FOOTAGE	150
SPLICE CASE	YES
LOCATE STATION	POST

(1) 2" SDR 11 DUCT
CABLE(S) IN DUCT:
CITY (1) 24 SMFO

STATIONING 02+30 NEW INSTALLATION	
HANDHOLE #	1-2
DIMENSIONS:	TYPE I 30X17
LOOP FOOTAGE	150
SPLICE CASE	NO
LOCATE STATION	POST



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968



CITY OF MADISON
 330 E LAKESIDE CONNECTION

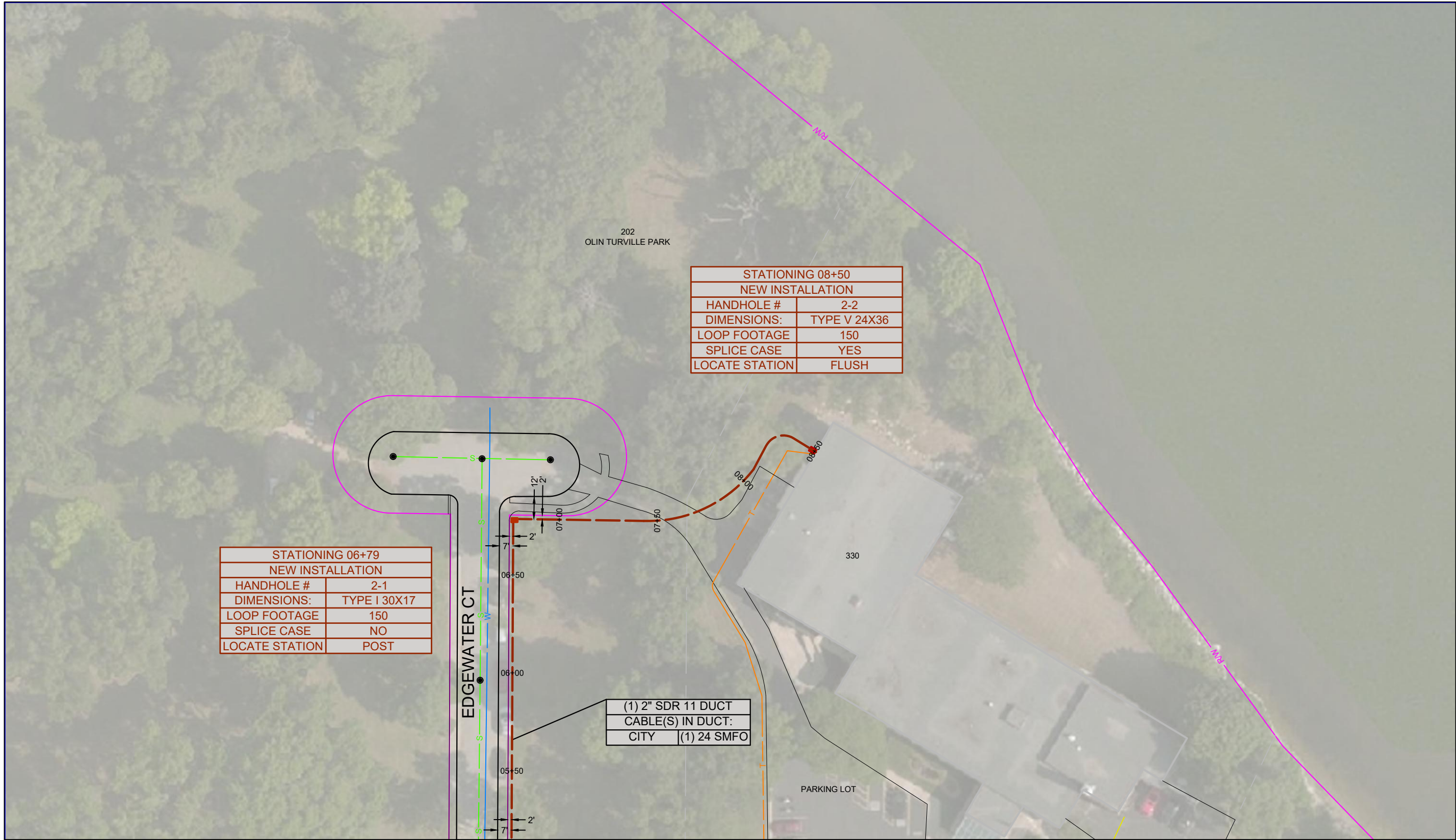
SHEET GROUP:
 1:50 Scaled Plans

SHEET ID:
 01

PERMITS REQUIRED ON THIS SHEET: CITY OF MADISON

Print Date: 8.26.2020

Page 4 of 8



STATIONING 08+50	
NEW INSTALLATION	
HANDHOLE #	2-2
DIMENSIONS:	TYPE V 24X36
LOOP FOOTAGE	150
SPLICE CASE	YES
LOCATE STATION	FLUSH

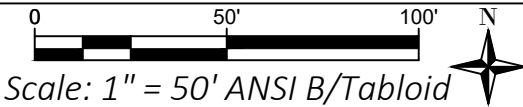
STATIONING 06+79	
NEW INSTALLATION	
HANDHOLE #	2-1
DIMENSIONS:	TYPE I 30X17
LOOP FOOTAGE	150
SPLICE CASE	NO
LOCATE STATION	POST

(1) 2" SDR 11 DUCT
CABLE(S) IN DUCT:
CITY (1) 24 SMFO

SEE SHEET 1



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968



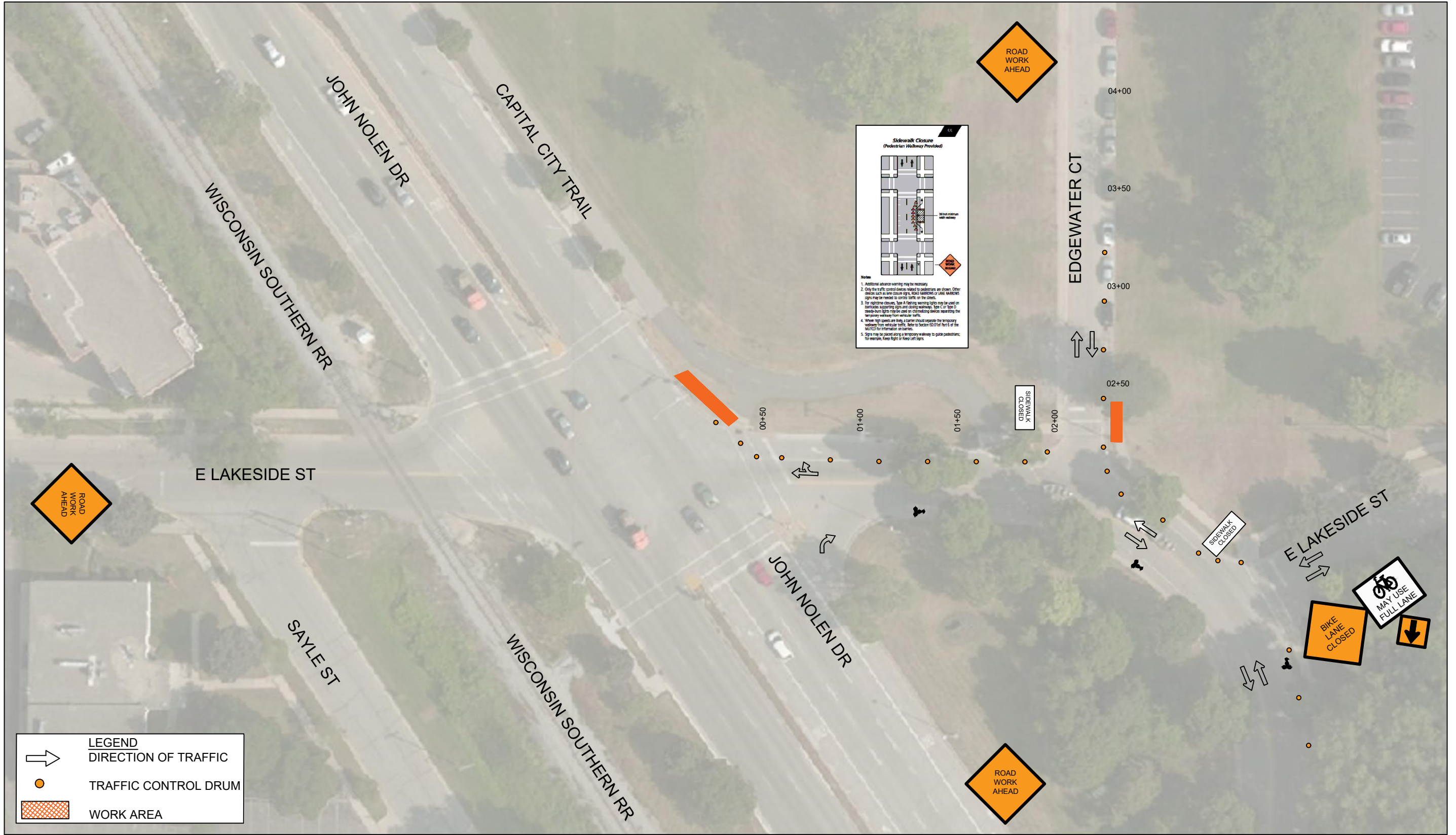
CITY OF MADISON
 330 E LAKESIDE CONNECTION

SHEET GROUP:
 1:50 Scaled Plans

SHEET ID:
 02

Print Date: 8.26.2020

Page 5 of 8

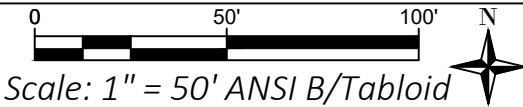


SEE SHEET TC-3

SEE SHEET TC-2



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968



CITY OF MADISON
 330 E LAKESIDE CONNECTION

SHEET GROUP:
 TRAFFIC CONTROL

SHEET ID:
 TC-1

PERMITS REQUIRED ON THIS SHEET: CITY OF MADISON

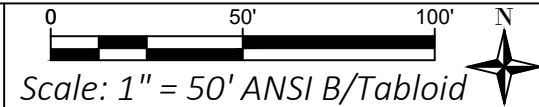
Print Date: 8.26.2020

Page 6 of 8

SEE SHEET TC-1



Multimedia Communications & Engineering, Inc.
PO Box 11064 Green Bay, WI 54307
P: 920.301.7900 | 877.870.6968



CITY OF MADISON
330 E LAKESIDE CONNECTION

SHEET GROUP:
TRAFFIC CONTROL

SHEET ID:
TC-2

Print Date: 8.26.2020




Page 7 of 8

SEE SHEET TC-1



E LAKESIDE ST

LAKESHORE CT

LEGEND	
	DIRECTION OF TRAFFIC
	TRAFFIC CONTROL DRUM
	WORK AREA



Multimedia Communications & Engineering, Inc.
 PO Box 11064 Green Bay, WI 54307
 P: 920.301.7900 | 877.870.6968

0 50' 100' N
 Scale: 1" = 50' ANSI B/Tabloid

CITY OF MADISON
 330 E LAKESIDE CONNECTION

SHEET GROUP:
 TRAFFIC CONTROL

SHEET ID:
 TC-3

PERMITS REQUIRED ON THIS SHEET: CITY OF MADISON

Print Date: 8.26.2020

Page 8 of 8

WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except the tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

Hydrant/ Hydrant Length

Note the shallow bury depth of the proposed hydrant on S. Blount Street at Williamson Street. This hydrant is called to be installed over the Madison Gas & Electric (MGE) lake water intake/outtake. MGE requires the hydrant be installed with a minimum of two feet of vertical separation as shown in the plans.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

BID ITEM 90001 – C1 CONCRETE SIDEWALK, 7-INCH

DESCRIPTION

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

MATERIALS

The concrete mix design shall be as follows per cubic yard:

Cement: 575 lbs

Fine Aggregate: 950 lbs

Upper Canadian Black Granite (1/2 x 1/4) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs

Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

Sieve Analysis

Upper Canadian Black Granite

Sieve Size	% Passing
9/16"	100%
0.53"	98.5%
7/16"	84.7%
5/8"	65.8%
1/4"	14.2%
#4	1.0%

Starlite Black Granite

Sieve Size	% Passing
9/16"	98%
3/8"	66%
3/16"	12%
#8	0%

Colonial Red Granite

Sieve Size	% Passing
9/16"	98.0%
3/8"	67.0%
#4	13.0%
#8	3.0%
#16	<1.0%

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

CONSTRUCTION

Placing and Finishing Concrete. Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. The Contractor shall provide water for use in spraying the surface and should not assume that water will be provided by the City. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary 1/4-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 7-Inch shall be doweled into adjacent and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Details 3.10 and 3.11 of the City of Madison Standard Specifications

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management standard specifications.

Interface between C1 Concrete Sidewalk 7-Inch and curb and gutter shall have foam expansion joint and caulk seal, which are incidental to this item.

METHOD OF MEASUREMENT

C1 Concrete Sidewalk 7-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

C1 Concrete Sidewalk 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in construction concrete sidewalks as specified in the contract.

BID ITEM 90002 – DECOMPOSED GRANITE

DESCRIPTION

This bid item is to provide decomposed granite for the tree openings where the trees are too large for tree grates, or to restore existing areas that have been treated with decomposed granite. Provide uniform 4" depth to surface of tree opening. Full 4" depth may not be possible at all locations due to tree roots. Do not damage tree roots for installation of Decomposed Granite.

MATERIALS

Decomposed Granite is to be orange/red in color. Contractor shall submit sample to Engineer prior to ordering or installing.

METHOD OF MEASUREMENT

Decomposed Granite shall be measured by square foot of installed material.

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, installing stone, and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90003 – TEMPORARY PAVEMENT

DESCRIPTION

This work shall include all work, materials, labor and incidentals necessary to construct a temporary pavement which shall consist of either 3" minimum thick HMA pavement on 8" gradation no. 2 crushed aggregate base course or of 6" concrete pavement on 6" crushed aggregate base course.

Temporary pavement shall be placed at the locations indicated on the plans or as directed by the engineer to meet the requirements of the Maintenance of Traffic Specifications. This item is intended to be used in locations where a traffic crossover of a median is required. The contractor shall remove miscellaneous structures as necessary, which may include curb and gutter, portions of driveways, etc. Removal of items shall be paid under the appropriate bid items.

The area to be placed with temporary pavement shall be excavated to the appropriate depth, which is included with this item of work. The Contractor shall then place the appropriate thickness of base course material per the standard specifications, and then place the pavement material to the required thickness as noted previously.