

BID OF _____

2026

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT
- ASSESSMENT DISTRICT 2025**

CONTRACT NO. 8562

PROJECT NO. 13171

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT
- ASSESSMENT DISTRICT 2025
CONTRACT NO. 8562**

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Contract Material Available in Bid Express:

Soil Boring Logs

This Proposal, and Agreement have
been prepared by:

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



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

JMW: MG

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT - ASSESSMENT DISTRICT 2025
CONTRACT NO.:	8562
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	April 16, 2026
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	April 16, 2026
BID SUBMISSION (2:00 P.M.)	April 23, 2026
BID OPEN (2:30 P.M.)	April 23, 2026
PUBLISHED IN WSJ	April 2, April 9, & APRIL 16, 2026

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

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2026 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 Hydro Excavating
- 243 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration (Certification required, See Section III & provide a minimum of 3 references)
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- 401 Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402 Building Automation Systems
- 403 Concrete
- 404 Doors and Windows
- 405 Electrical - Power, Lighting & Communications
- 410 Elevator - Lifts
- 412 Fire Suppression
- 413 Furnishings - Furniture and Window Treatments
- 415 General Building Construction, Equal or Less than \$250,000
- 420 General Building Construction, \$250,000 to \$1,500,000
- 425 General Building Construction, \$1,500,000 to \$10,000,000
- 426 General Building Construction, over \$10,000,000
- 428 Glass and/or Glazing
- 429 Hazardous Material Removal
- 430 Heating, Ventilating and Air Conditioning (HVAC)
- 433 Insulation - Thermal
- 435 Masonry/Tuck pointing

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

State of Wisconsin Certifications

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

State of Wisconsin Certifications (continued)

- 7 Pesticide application (Certification for Commercial Applicator for Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
- 8 State of Wisconsin Master Plumbers License.
- 9 Pesticide application (Certification for Commercial Applicator in the category of Right-of-Way (6.0) and possess a current license issued by the DATCP)
- 10 Other:

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT
- ASSESSMENT DISTRICT 2025
CONTRACT NO. 8562**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

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

Witness' Signature

Bidder's Signature

Date

**PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT
- ASSESSMENT DISTRICT 2025
CONTRACT NO. 8562**

**Small Business Enterprise Compliance Report
SBE Contact Report**

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT - ASSESSMENT DISTRICT 2025 CONTRACT NO. 8562

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$79,000 for a single trade contract; or equal to or greater than \$386,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, tree removal, excavation, base preparation, curb and gutter, driveway aprons, sidewalk, asphalt pavement, pavement marking, replacement of sanitary sewer main and structures, and replacement of storm sewer main and structures.

The length of the project for the work on Pontiac Trail between Hammersley Road and Mohican Pass is approximately 2,350 linear feet. The length of the project for the work on Boston Court is approximately 175 linear feet. The length of the project for the work on Rosewood Circle is approximately 425 linear feet. The length of the project for the work on Nokomis Court is approximately 175 linear feet.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging. No additional compensation will be provided for additional mobilizations necessary to fulfill the requirements of these special provisions.

Existing Items to Remain

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

It is expected that the Contractor will limit disturbance, including material storage, to City of Madison right-of-way. Disturbance beyond those limits may only proceed if directed/approved by the Engineer.

Zook Park

The contractor shall not stage or store equipment or materials in Zook Park outside the grading area of the proposed path without separate approval from the Parks Division. Reach out to Corey Stelljes cstelljes@cityofmadison.com.

SECTION 107.17 UTILITY COORDINATION

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

The Contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc.) adjusted as necessary. The Contractor shall provide a minimum of 7 days' notice to utilities prior to needing the structure adjustment. The Contractor shall also provide space for utility companies to work in order to resolve conflicts in the field.

MG&E Gas, MG&E Electric, AT&T, TDS, Centurylink, Charter, and WIN have facilities within the project limits.

Coordination with MG&E

MG&E Project Manager for Road Projects is Matt Colvin at (872) 223-2637 or matt.colvin@mge.com.

MG&E has overhead services on poles within the project area which may include both electrical and telecom attachments. MG&E is planning on undergrounding sections of their lines on Pontiac Trail and relocating poles where necessary. This work is planned to begin in the spring of 2026. MG&E will begin at the north end of Pontiac Trail and has committed to completing work from station 16+50 to 24+50 along with Boston Court, Rosewood Circle, and Nokomis Court by July 13, 2026. This will allow the city contractor to begin work on that portion of the project in 2026 if desired. The Contractor can coordinate MG&E Electrical work with Tony Sanfratello of MG&E at (608) 931-1284 or asanfratello@mge.com.

MG&E gas will be replacing sections of their facilities throughout the project limits to accommodate this project. MG&E gas has committed to completing work from station 16+50 to 24+50 along with Boston Court, Rosewood Circle, and Nokomis Court by July 13, 2026. This will allow the city contractor to begin work on that portion of the project in 2026 if desired. If there are additional conflicts between the existing gas and proposed utilities, then the Contractor shall allocate time and space for MG&E to do their work to resolve the conflicts. The Contractor can coordinate any MG&E gas conflicts with Zach McIntyre of MG&E at (608) 252-4577 or zachary.mcintyre@mge.com.

Remaining work by MG&E on both gas & electric facilities within the limits of the project will be completed by March 31, 2027.

Coordination with AT&T

AT&T will need to adjust underground facilities and duct packages between station 1+00 and 3+25 during construction. The Contractor shall give time and space for AT&T to perform their work. The Contractor shall contact Garrett Barth at gb1789@att.com at least 1 week in advance to coordinate relocation work.

AT&T will also be performing relocation work in coordination with the planned MG&E electric undergrounding and pole relocation work.

Coordination with Madison Water Utility

Contact Madison Water Utility prior to starting water main relocations and for any potential conflicts with the existing water main and the proposed utilities, the Contractor shall coordinate with Jeff Belshaw of Madison Water Utility at (608) 206-3856 or jbelshaw@madisonwater.org.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas, retaining walls, or other items on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expense of the contractor.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

Pontiac Trail, Boston Court, Nokomis Court and Rosewood Circle shall be closed to through traffic at the project limits for the duration with access to local driveways being maintained in accordance with the standard specifications from at least one end of each block except during closures to facilitate utility installation, concrete work, and asphalt paving. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles, including access for these services on streets that are not part of the project, but require access to Pontiac Trail, such as Windigo Trail, Onaway Pass, Chieftain Lookout, and Starlight Dr.

Notice shall be given to the residents in accordance with the Standard Specifications before any work is done that work obstruct their driveways. Access to businesses and commercial driveways shall be maintained at all times. Contractor shall not fully close two adjacent intersections simultaneously. Maintain local traffic across intersections except when active work is taking place.

The only ingress/egress points for the neighborhood are Pontiac Trail at Mohican Pass and Pontiac Trail at Hammersley Rd. One of these locations must remain open to local traffic at all times.

Mohican Pass shall be closed to through traffic for sewer work. Westbound Cherokee Drive shall be two-way, local-traffic only when necessary for construction at Mohican Pass and Cherokee Drive intersection. Right-turn only from Cherokee Drive onto Midvale Blvd for when Cherokee Drive is a two-way street.

No closure of the Southwest Bike Path will be permitted during this project. No equipment or material storage within the WisDOT right of way shall obstruct the path at any time.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, jersey barrier and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases and electronic

message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

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

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

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

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

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

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

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify the traffic engineer upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall

leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or aheinritz@cityofmadison.com for questions on this spec.

SECTION 108.2 PERMITS

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

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

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

Additionally, the City of Madison will submit a DNR Sanitary Sewer Submittal for this project.

Finally, This project will require a Trans 29 permit, Temporary Access Permit from the Wisconsin Department of Transportation for pipe bursting work in the railroad right of way (SW Bikepath). The City will obtain this permit prior to construction.

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER (UNDISTRIBUTED)

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 10802 – ROOT CUTTING – SIDEWALK (UNDISTRIBUTED)

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer. See plans for locations of no root cutting.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 10911 – MOBILIZATION

This item shall be paid in accordance with 109.14 of the Standard Specifications for work in 2026 and 2027. Remobilization for work in 2027 will not be paid separately or as an additional mobilization.

SECTION 109.2 PROSECUTION OF WORK

The earliest possible start date for work on this contract is **July 13, 2026, which will allow MG&E to begin their work in advance of work under this contract.**

If the Contractor elects to begin any work in 2026, work started must be completed to, at a minimum, the permanent binder asphalt layer or suitable temporary asphalt/concrete surface, consistent with the standard specifications and approved by the construction engineer, on all streets impacted by the work. Any temporary items necessary to restore the project area to a suitable condition for over winter will be at the Contractor's expense; permanent, acceptable materials will be paid at the contract price. In locations where final binder pavement is placed and accepted, all access structures and curb ramps shall be ramped with asphalt, paid under the appropriate bid items. Full public access on paved surfaces shall be restored to all streets and driveways within the project limits and all items discussed in this paragraph shall be completed **by the interim completion date of October 31, 2026, excluding locations where MG&E will be proceeding with work and would otherwise remove temporary materials. The Contractor may elect to continue work in 2026 beyond this date, with approval of the Engineer.**

It is the expectation that any areas disturbed with work in 2026 will be restored with permanent, acceptable materials consistent with the standard specifications. No additional compensation will be provided for cold weather protection or for installation of temporary pavement materials, except for asphalt ramping where permanent binder is installed. For winter shutdown, the Contractor shall remove all equipment and stockpiles of materials from the project site.

All Work on this contract must be completed **by AUGUST 31, 2027 or within 200 (TWO HUNDRED) CALENDAR DAYS, whichever is sooner.** Calendar days will only be counted while the Contractor remains mobilized on the project site. If some work commences in 2026, days will not be counted after all equipment and materials are removed from the site for the winter.

Work on this contract shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

If the contractor needs to split work between 2026 and 2027, separate start dates and start of work letters will be needed for each phase of the project, subject to the same three (3) week advance notification requirement.

BID ITEM 20219 – BREAKER RUN

It is assumed that 40% of all pavement reconstruction area on this project will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) or Geosynthetic Reinforcement Fabric in the undercut areas as directed by the Construction Engineer, paid under the appropriate bid item.

BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 21301 – REMOVE AND REPLACE MAILBOX

Work under this item shall include removal and replacement of all mailboxes within the right of way of Pontiac Trail from Hammersley Road to Mohican Pass. It does not include work to provide temporary relocated mailboxes, which is included with the Temporary Mailboxes, Provide, Install, and Maintain special bid item. At the end of the project, the Contractor shall re-install all curb-side mailboxes along Pontiac Trail from Hammersley Road to Mohican Pass in the newly created grass terrace between the sidewalk and the street as directed by the Construction Engineer. Re-installed mailboxes shall comply with the placement procedures of the U.S. Postal Service. The Contractor shall be responsible for replacing the original post and mailboxes if any damages occur as determined by the Construction Engineer.

BID ITEM 30208 – HAND FORM CONCRETE CURB & GUTTER

This quantity is an undistributed quantity to be used at the discretion of the Construction Engineer.

BID ITEM 40231 – ASPHALT DRIVE AND TERRACE

The asphalt used in this bid item in locations noted on the plans will be separated from the asphalt tonnage in item 40202 and paid for by the square foot exclusively under this bid item.

SECTION 210.1(d) STREET SWEEPING

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Erin Geter. She may be contacted at egeter@cityofmadison.com or 608-266-4058.

SANITARY SEWER GENERAL

This project shall include installing approximately 2802 feet of new 8" PVC SDR-35 and SDR-26 and 18" PVC PS46 and PS115 sanitary sewer main and approximately 1489 feet of new sanitary sewer lateral pipe. This project shall include approximately 194 feet of pipe bursting to upsize 12" sewer pipe to an 18" Inside Diameter (I.D.) sewer pipe.

ASTM D3034 SDR-35 and SDR-26 8" and ASTM F679 PS46 and PS115 18" sewer main as called for on the plan set shall be payable under 8" PVC Sanitary Sewer Pipe (Bid Item 50301) and 18" PVC Sanitary Sewer Pipe (Bid Item 50305). No additional compensation will be granted for ASTM D3034 SDR-26 or ASTM F679 PS115 pipe material.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest Edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not

slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

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

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

All lateral reinstatements to the new sewer will be paid for as a reconnect, Bid Item 50356. Two lateral reinstatements are expected within the proposed pipe burst. It is anticipated that risers will be installed in conformance with S.D.D. 5.3.1.

Sewer lateral risers installed in accordance with S.D.D. 5.3.1 shall also be paid for under reconnect, Bid Item 50356 and sewer lateral, Bid Item 50353.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 2305 feet of new RCP and HERCP storm sewer main, with sizes ranging from 12" to 18" circular diameter and 24" X 38" to 48" X 76" elliptical diameter.

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

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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

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

ARTICLE 510 SEWER PIPE BURST REHABILITATION OF SANITARY SEWER

ARTICLE 510.1 INTENT

This specification shall cover replacement of existing sanitary sewer through the use of a pipe bursting system approved by the Engineer. Where called for on the plan set, existing 12-inch CIP-VP shall be replaced with an 18-inch inside diameter High Density Polyethylene (HDPE) or fusible C-900 pipe. Pipe bursting methodology; be it dynamic pneumatic, hydraulic, or static will be at the discretion of the Contractor but subject to approval by the Engineer. Any methodology submitted for approval by the Contractor shall meet all specifications and requirements detailed in this document, including requirements based on

restricted access.

When complete, the new pipe will extend from one manhole to the next manhole in a continuous, watertight length.

ARTICLE 510.2 REFERENCE DOCUMENTS

This specification references standards from the American Society for Testing Materials (ASTM) for pipe bursting related to sanitary sewer installations. The following is a list of applicable standards for pipe bursting in sanitary sewer applications: ASTM D 1238-99, ASTM D 1505-98, ASTM D 790-00, ASTM D 638-99, ASTM D 1693-00, ASTM D 3350-99, ASTM D 618-99, ASTM D 2837-98a, and ASTM D 57.

ARTICLE 510.3 CONTRACTOR PRE-QUALIFICATIONS

The Contractor shall be verified by the pipe bursting system manufacturer as a fully trained user of the proposed pipe bursting system. The pipe bursting system shall be operated by personnel trained by a qualified representative of the pipe bursting system manufacturer. The Construction Engineer may require the Contractor to provide certificates of training for any employee directly involved in the supervision or operation of the pipe bursting system. Polyethylene pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with new pipe installation shall receive training in the proper methods for handling and installing the polyethylene pipe. Such training shall be conducted by a qualified representative of the fusion equipment manufacturer.

The Contractor shall be a licensed Contractor by the City of Madison for sewer and water construction.

ARTICLE 510.4 QUALITY ASSURANCE

The Contractor is solely responsible for quality assurance during the length of the project. The Contractor is responsible for any costs associated with corrective measures required to replace or repair items not meeting the quality standards specified by the Construction Engineer.

Any HDPE piping materials may be rejected for failure to meet any of the requirements of the specification. Pipe and fittings shall be homogeneous throughout and free of serious abrasion, cracks, kinking, flattening, holes blisters and any other visual defects.

ARTICLE 510.5 SUBMITTALS

The Contractor shall submit the items listed below for review and approval by the City of Madison in accordance with the Contract Documents. The Construction Engineer shall grant approval of the submittals prior to ordering pipe materials and/or commencing the pipe replacement process. The Engineer will complete the review as quickly as possible, but may require up to ten (10) working days from the date the submittals are received until they are returned to the Contractor.

- 1) Shop Drawings, Catalog Numbers, and Manufacturer technical data showing complete information regarding material composition, physical properties, and dimensions of new pipe and fittings. Manufacturer recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
- 2) Verifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the proposed pipe bursting equipment by an authorized representative of the equipment manufacturer.
- 3) Verifications from the pipe manufacturer of training in the proper method of handling and installing

the new pipe. Verifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.

- 4) Detailed construction procedures, and layout plans to include sequence of construction. Locations, sizes, and construction methods for the service reconnection pits.
- 5) Method of construction, reconnection, and restoration of existing service laterals.
- 6) Methods of modification, if required, for existing sewer access structures.
- 7) Detailed procedures for the installation and bedding of pipe in launching and receiving pits.
- 8) Sewer bypass plans, including detailed methods and a list of equipment to be utilized.
- 9) Contingency plans for the following undesired conditions:
 - a) Unforeseen obstructions causing burst stoppage, such as unanticipated changes in host pipe material, repair sections, concrete encasements or cradles, buried or abandoned manholes, or changes in direction not depicted on maps provided by the City
 - b) Substantial surface heave occurring due to depth of the existing pipe vs. the amount of upsizing
 - c) Damage to existing service connections or replacement pipe
 - d) Damage to other existing utilities
 - e) Loss and return of line and grade
 - f) Soil heave or settlement.

ARTICLE 510.6 DELIVERY, STORAGE, AND HANDLING

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer to prevent damage. If new pipe and fittings become damaged before or during installation it shall be repaired or replaced, as recommended by the manufacturer or required by the Engineer at no additional cost to the City. No materials shall be dumped, dropped, pushed, or rolled into any trench. Pipe shall be less than 2 years old at the time of installation.

ARTICLE 510.7 ACCEPTABLE BURSTING EQUIPMENT

Any one of the following equipment will be considered acceptable installation equipment alternate.

HDD/Impactor Pipe Bursting

HDD/Impactor Pipe Bursting creates an impact load in the pipe by applying a “hoop” stress into the pipe, causing it to burst in tension. The Dynamic Bursting system consists of a 24,000, 33,000, or 50,000 class Horizontal Directional Drill and a pneumatic (Air Impactor) or mechanical (Rotary Impactor) bursting tool. Both the Air and the Mechanical Impactor rely on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously, the new replacement pipe is installed in the void created by the bursting tool. The horizontal directional drill is used to drill from the surface down to, and through, the sections of pipe to be replaced then back up to the surface where the appropriate bursting tool is attached to the drill rod. The horizontal directional drill then pulls the bursting tool into the old pipe providing a constant tension pulling force and maintaining correct line and grade while the tool bursts the pipe. This

technique is aimed at the replacement of gravity pipes as well as pressure pipes and is suitable for diameters of 6-inches to 12-inches.

Pneumatic Pipe Bursting

Pneumatic Pipe Bursting is done by creating an impact load in the pipe by applying a “hoop” stress into the pipe causing it to burst in tension. This technique uses a pneumatic bursting head with a properly sized expander, and relies on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously the new replacement pipe is installed into the space created by the pneumatic bursting head and expander. A winch cable is attached to the nose of the bursting head to maintain correct line and grade by providing constant pulling tension and enhancing the percussive force. Winching forces up to 20 tons are typical for this method. This technique is primarily aimed at the replacement of gravity pipes as well as pressure pipes, and has been used in diameters ranging from 4-inches to 54-inches or larger.

Hydraulic Pipe Bursting

Rather than the pipe being burst from the transfer of a pulling or hammering radial force into the plane of the pipe diameter, the bursting head diameter expands, fragmenting the pipe from the inside. The bursting head is equipped with “petals” that open and close under hydraulic pressure. Using hydraulic cylinders, the bursting head first expands to crack the host pipe, then contracts to allow the winch to pull the pipe string forward, while tension is applied to the nose of the head using a winch cable to maintain directional stability. Hydraulic bursting is primarily used for on-line replacement of sewers and gravity pipelines 6-inches to 20-inches in diameter or larger.

Static Pipe Bursting

In Static Pipe Bursting, a pulling force is applied to a tapered or blunt nosed bursting head through steel rods, chain or cable and new pipe is simply pulled behind the burst head through the old pipe. In this process the old pipe fails in tension created by the radial force applied to the pipe wall by the bursting head. As the bursting head advances, the old pipe is fragmented and compressed into the adjacent soil and the new pipe is simultaneously installed in the void. The static pipe bursting winch equipment is modeled after high-powered hydraulic jacks, mounted horizontally, or a high-tension drum type of winch. Pulling forces of up to 225 tons are typical for this method. In general, this method is used in pipes 4-inches to 40-inches in diameter, or larger.

ARTICLE 511

MATERIAL SPECIFICATIONS

ARTICLE 511.1 PIPE SPECIFICATIONS

24”-inch IPS polyethylene plastic pipe shall be high-density polyethylene pipe and meet the applicable requirements of ASTM F 714 Polyethylene (PE) Plastic Pipe (DR-11) Based on Outside Diameter or AWWA C 906, ASTM D 1248 and ASTM D 3350. All other pipe materials used on the project shall be in conformance with Article 503 of the City of Madison Standard Specifications for Public Works Construction- Latest Edition.

Fusible 20” DIPS AWWA C905 DR-18 with mechanical wye joint to standard PVC fitting is considered an acceptable pipe material for this pipe bursting work.

The size of the proposed pipe burst shall be at the size proposed on the plan set and shall be of its original or greater flow capacity.

The Contractor shall install pipe made of virgin materials. No reworked pipe except that obtained from the manufacturers own production of the same formulation shall be used.

The new pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

ARTICLE 511.2 MATERIAL TESTING

The Contractor shall notify the Construction Engineer at the completion of each burst segment. The Construction Engineer may, if they choose, conduct an inspection of the new pipe to determine the condition of the pipe after the burst.

Any defects that, in the opinion of the Construction Engineer, affect the structural integrity of the pipe shall be repaired or replaced by the Contractor at no additional cost to the City of Madison.

ARTICLE 512 METHOD OF CONSTRUCTION

Pipe bursting shall replace the existing 12-inch CIP-VP pipe in the easement between 10 and 13 Nokomis Court with minimum 18-inch inside diameter pipe (24" HDPE IPS, DR11 or Fusible 20" DIPS C905 pipe DR18), as specified in Article 511.1.

The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. See manufacturer's specifications for tool sizes recommended for various pipe diameters as well as parameters associated with tool sizes for allowable upsize percentages.

The pipe bursting tool shall be pulled through the sewer by a cable or rods located at the machine pit. The bursting unit shall pull the polyethylene (PE) pipe with it as it moves forward from the insertion pit. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the new pipe insertion. The pipe bursting unit shall be remotely controlled. Sectional replacement pipe shall be pushed as well as pulled behind the bursting head.

The bursting action of the tool shall increase the external dimensions sufficiently to break the existing pipe and simultaneously expand the surrounding ground sufficiently to permit pulling the new pipe through the annular space.

ARTICLE 512.1 LAUNCHING PIT

All pits shall be prepared and shored in an approved manner. For all static rod and cable pull machines, the machine shall be properly braced to resist the horizontal force necessary for the bursting operation. This may require the use of a thrust block with proper structural capabilities. If sewer access structures are used in lieu of pits, they shall be appropriately protected.

ARTICLE 512.2 EXISTING UTILITIES

The City shall provide the Contractor with all available documents relating to the location of utilities adjacent to the pipe to be replaced. Prior to commencing work, the Contractor shall verify the location of all adjacent utilities. The minimum clearance from other utilities shall be two feet. The Construction Engineer may, at their discretion, reduce the minimum clearance.

Unless otherwise noted in the contract documents, settlement or heaving of the ground surface during or after construction will not be allowed. The Contractor is solely responsible for the costs for repairing any surface heaving unless specified otherwise in the contract documents. However, at the discretion of the Construction Engineer, if soil conditions are not favorable and pipe up-sizing is required, a minimal amount of ground heaving may be allowed.

ARTICLE 512.4 PIPE JOINING

The HDPE pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer recommendations.

Fusion shall be pre-formed by technicians certified by a manufacturer of pipe fusion equipment.

The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe. Excess material from butt welds inside pipe shall be removed prior to acceptance. All joints shall be subject to acceptance by the Construction Engineer prior to insertion.

The Contractor shall cut out and replace defective joints at no additional cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness (ASTM 585), shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Construction Engineer shall be discarded and not used.

Terminal sections of pipe that are joined within the insertion pit shall be connected with a mechanical coupling (e.g. a full-circle stainless repair clamp), electro-fusion couplings (e.g. Central Plastics or equivalent), or a non-shear restraint coupling. All connections shall be in conformance with the manufacturer's installation procedures.

ARTICLE 512.5 BYPASSING OF FLOWS

During execution of the work the Contractor shall be responsible for the continuity of sanitary sewer service to each facility connected to the affected sections of sewer main during and shall also bypass the main sewer flow around the pipe to be replaced, or into adjacent sanitary sewers, if available. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without sewage backup to private property. The Contractor shall be solely responsible for clean-up, repair, property damage costs, and claims resulting from failure of the diversion system.

The Contractor shall submit a detailed bypass pumping plan to the City Engineer for approval. At the sole discretion of the Construction Engineer, the Contractor may plug the main line sewer at an existing upstream sewer access structure or reduce flows by any other method specified in the contract documents and approved by the Construction Engineer.

The Contractor shall submit specifications for all pumping equipment to the City for approval. A list of all backup pumping equipment to be held in reserve on the job site will also be submitted. The pumps and bypass lines shall be adequate capacity and size to handle all flows.

Bypass Wastewater pumping required during pipe bursting installation shall be paid for under Bid Item 50361 - Wastewater Control.

ARTICLE 512.6 LUBRICATION

Lubrication shall be used if, in the opinion of the Contractor, such lubrication is necessary to ensure the successful completion of the job. The Contractor shall use a lubricant approved by the Construction Engineer. Generally lubricants are used in pipe bursting when the new pipe is equal to or greater than

two (2) times the diameter of the existing pipe, the burst length exceeds 300 feet, the diameter of new pipe exceeds 12-inches, or the host pipe is under ground water. All lubrication required for installation of the pipe shall be considered incidental to pipe bursting.

ARTICLE 512.7 SERVICE RECONNECTION

All sanitary laterals shall be reinstated by open pit excavation. There are two anticipated lateral reinstatements within the proposed pipe burst.

The Contractor shall reconnect all service connections, after a suitable relaxation period, as approved by the Construction Engineer. Prior to any reconnection of service lines, the installed pipe shall be allowed to cool and relax for the recommended amount of time, as specified by the manufacturer. Service connections shall be reconnected to the pipe using connectors approved by the pipe manufacturer and in conformance with the specified installation procedures. Service connections shall be wrap around saddle (FERNCO), cast iron with gasket, tee connection (Inserta-T), or electro fusion (Central Plastics, Phillips, Driscopipe, or Plexco), or an approved equivalent.

Connections to the existing service pipe shall utilize flexible couplings. All flexible couplings shall conform to ASTM C 425. Joint deflection limits and lateral connections shall meet the maximums indicated in ASTM C 12 and C 425.

The slope of the existing laterals toward the newly installed sewer main shall be maintained at the existing percent of grade. For reconstructed laterals, a minimum slope of two percent (2%) or a slope specified by the Engineer is required. The pipe diameter of the proposed lateral shall be a minimum of 4 inches in diameter, and under no circumstances shall the new lateral be smaller than the existing lateral.

Connection of the new service lateral to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed, and shall be an Inserta TEE or equivalent, and installed using procedures and equipment referenced in written installation instructions provided by the manufacturer.

Connection Types Available for All Mainlines		
TYPES	GASKETTED BELL SDR 35	GASKETTED BELL IPS/SCH 40
PVC Hub	ASTM D3034 SDR 35	ASTM D3034 SDR 26
Rubber Boot	ASTM C443	ASTM C443
Band	301 SS	301 SS
Screw	305 SS	305 SS
Housing	301 SS	301 SS
Gasket	ASTM F477	ASTM F477

ARTICLE 512.9 RESTORATION

SANITARY ACCESS STRUCTURE (SAS) RESTORATION

The Contractor shall restore all manholes and associated surface areas to their original condition or as required by the Construction Engineer and specified in the description of work.

Prior to restoring sanitary access structures, the installed pipe shall be allowed the manufacturer’s recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to sealing the annulus or backfilling the insertion pit. A sufficient excess length of new pipe, but not less than two (2) to four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence. Restraint of pipe ends shall be achieved by means of Central Plastics Electro Fusion

coupling, or approved equal. The electro fusion couplings shall be slipped over the pipe ends, against the sewer access structure wall and fused into place. Installation of electro fusion couplings shall be done in accordance with the manufacturer's recommendations.

Following the relaxation period, the newly installed pipe shall be restrained and sealed at the sewer access structure in accordance with the manufacturer's recommendations and with a material approved by the Construction Engineer.

Restoration of the bottom of the SAS shall be completed as follows:

a. For restorations up to three (3) inches, grout shall be used. The grout design mix shall meet or exceed 500 psi (3,447 kPa) compressive strength at 28 days. The Contractor may, with the approval of the Construction Engineer, incorporate grout additives to improve flow properties, provided that the minimum compressive strength requirements are met.

b. For SAS restorations greater than three (3) inches, concrete shall be used and the Contractor shall be compensated with both a Sanitary Sewer Tap (Bid item 50791) and a Reconstruct Bench and Flowline (Bid Item 50103).

Any additional restoration or damage repair of sanitary access structures shall be considered incidental to pipe bursting.

EXCAVATION PIT/ UTILITY POTHOLING RESTORATION

The Contractor shall restore all launching/ excavation pits/ utility verification potholing pits and associated surface areas to their original condition or as required by the Construction Engineer and specified in the description of work. Disturbed areas on private property shall be restored according to property owner specifications, within reason.

Prior to backfilling lateral and launching pits, the Contractor shall ensure that the new pipe is properly supported and on the required grade. Select fill, or other suitable material approved by the Construction Engineer, shall be used immediately under the new pipe to provide support and avoid sagging after backfill and compaction. Backfill shall comply with Article 502.1(e) of the Standard Specifications.

The surface repair of Pit Restoration, such as concrete work, pavement work, topsoil, seeding and mulching shall be paid for under the appropriate bid item included in the street reconstruction contract.

ARTICLE 513

FIELD TESTING

After the existing sewer is completely replaced, the Contractor shall perform an internal inspection with a television camera and DVD. All inspection shall be per PACP standards. Contractor shall be required to deliver the files in the PACP naming standards. A digital version of the televising log shall be produced using the standard NASSCO PACP transfer file (Access Database file) that is exported from the NASSCO PACP certified software. The corresponding database file format shall be delivered in digital format. The finished video shall be continuous over the length of the sewer between two manholes, or as specified by the Construction Engineer.

The newly installed pipe shall be visibly free of defects, which may affect the integrity or strength of the pipe. If in the opinion of the construction Engineer, such defects exist, the pipe shall be repaired or replaced at the expense of the Contractor.

Any pipe section with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness shall not be used and must be removed from the site.

All testing shall be considered incidental to pipe bursting.

CCTV INSPECTIONS

The Contractor shall perform post installation internal television inspections upon completion of the project. The video of each sewer line reach shall include description and printed stationing of service lateral locations. Personnel trained to locate and identify breaks, obstacles, and service connections by closed circuit color television shall perform all such inspections. The Contractor shall repair all defects at no additional cost to the City.

Post construction DVDs will be submitted to City Engineering for review prior to final payment. Should any portion of the inspection videos be of inadequate quality or coverage, as determined by the Construction Engineer, the Contractor will re-inspect the unacceptable portion at no additional expense to the City. All original DVDs will become, and remain, the property of City Engineering. The Contractor may retain a second copy.

CCTV inspections shall be considered incidental to pipe bursting.

AIR TEST

The pipe shall be tested with low pressure air in accordance with ASTM C828. Tests shall be made in the presence of the Contractor and the Engineer. If the pipe fails the air test, the Contractor shall locate the source(s) of the leak and repair the defect(s). The pipe shall then be retested until a satisfactory result is obtained. Despite any previous testing, any leaks developed before the end of the 1-year guarantee period shall be expeditiously repaired by the Contractor at no expense to the City.

New Sewer Access Structures shall be pressure tested per the Engineer's requirements.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers.

For sanitary laterals that only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

For sanitary laterals connected directly into a sewer access structure, a marker ball shall be installed at the property line. This applies for both active laterals and lateral stubs installed for future sewer connections.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction Latest Edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. The Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Ryan Newman
608.261.9640
rnewman@madisonwater.org

This project consists of water main improvements on Boston Ct. The existing water main infrastructure in this area consists of 4-inch cast-iron pipe from the 1950's, 6-inch ductile-iron pipe from the 1970's, and 6" CIPP from 2021. A general outline of the work is as follows:

- Furnish and install new 6-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing water main at the "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

Water main on Pontiac Trail is cured in place pipe (CIPP) that was lined in 2021, as identified on the plans. Below are the listed requirements for work that impacts this pipe:

- When cutting into the lined pipe, the cut ends need to be sealed with an NSF 61 epoxy sealant provided by Madison Water Utility.
- CIPP main cannot be directly live-tapped, and requires saddles, and the use of a hand operated hole saw style drilling machine.
- Additional information on CIPP related work is available upon request.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications for Public Works Construction, 2024 Edition*. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

BID ITEM 90001 – MODIFIED CONCRETE WATERWAY

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Modified Concrete Waterway as shown on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications.

Modified concrete waterway shall be composed of 8" concrete, poured monolithically. Reinforcing bars shall be epoxy coated and installed in the Modified Concrete Waterway as shown on the plans. Reinforcement shall be checked and approved by the Construction Engineer before the concrete is placed. Reinforcement is included with this bid item.

METHOD OF MEASUREMENT

Modified Concrete Waterway shall be measured by square feet installed and accepted.

BASIS OF PAYMENT

Modified Concrete Waterway, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90002 – REMOVE AND SALVAGE PAVERS

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to Remove and Salvage Pavers in the locations shown on the plans. The Contractor shall remove the pavers in accordance with Article 203 of the City of Madison Standard Specifications and place them outside the right of way in coordination with the property owner at 1214 Pontiac Trail, Joe Smith at banditkialas@gmail.com. The Contractor shall also remove any base material for the bricks and rocks as necessary to allow for restoration with topsoil only. Removal of the base material shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Remove and Salvage Pavers shall be measured per Each location shown on plans.

BASIS OF PAYMENT

Remove and Salvage Pavers, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90003 – REMOVE AND DISPOSE OF EXISTING BACKSTOP

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to Remove and Dispose of Existing Backstop in the location shown on the plans. This includes the chain fence, poles, and pole foundations.

METHOD OF MEASUREMENT

Remove and Dispose of Existing Backstop shall be measured per location shown on plans.

BASIS OF PAYMENT

Remove and Dispose of Existing Backstop, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90004 – TEMPORARY MAILBOXES, PROVIDE, INSTALL, AND MAINTAIN

DESCRIPTION

This work consists of providing, installing and maintaining temporary mailboxes for all residents within the project limits. The temporary placement location will be determined by the Construction Engineer, but will likely consist of banks of temporary mailboxes just outside of the work zone such as near Pontiac Trail at Hammersley Road and/or Pontiac Trail near Mohican Pass.

The Contractor shall maintain the temporary mailboxes as necessary to ensure that they remain accessible by USPS and residents and are functioning properly and closing securely. Curb-side mailboxes will be re-installed as needed under the Remove and Replace Mailbox standard bid item. After the project is complete and mail service can resume as normal, the temporary mailboxes shall be removed.

The Contractor shall contact the USPS to coordinate with them on location prior to installation of the temporary mailboxes and also after permanent mailboxes are reinstalled and access for mail delivery may resume as previously managed. Provide the addresses affected by the temporary mailbox installation and removal. Contact the West-Side Post Office at 733 Struck St (608-274-1793) to coordinate this work.

METHOD OF MEASUREMENT

This item shall be measured as each individual mailbox that is temporarily relocated and maintained, acceptably completed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which shall be payment in full for providing, installing, and maintaining temporary mailboxes.

BID ITEM 90005 – REMOVE AND SALVAGE EXISTING LITTLE FREE LIBRARY

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to Remove and Salvage Existing Little Free Library in the location shown on the plans. The Contractor shall remove the library in accordance with Article 203 of the City of Madison Standard Specifications, taking care to not damage the library, and place it outside the right of way in coordination with the property owner at 936 Pontiac Trail, Dustin Dolezalek at ddolezalek@gmail.com.

METHOD OF MEASUREMENT

Remove and Salvage Existing Little Free Library shall be measured per Each location shown on plans.

BASIS OF PAYMENT

Remove and Salvage Existing Little Free Library, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90006 – REMOVE EXISTING PLANTERS

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to Remove Existing Planters in the location shown on the plans. The planters are wood frame and shall be removed at least up to 6” below finished grade.

METHOD OF MEASUREMENT

Remove Existing Planters shall be measured per Each location shown on plans.

BASIS OF PAYMENT

Remove Existing Planters, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90007 – REMOVE EXISTING BOULDERS

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to Remove Existing Boulders in the area shown on the plans. This item need only include boulders which are within the right of way and impede finished grades and/or construction.

METHOD OF MEASUREMENT

Remove Existing Boulders shall be measured per Each area noted on plans.

BASIS OF PAYMENT

Remove Existing Boulders, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90010 –RELOCATE WATER MAIN (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction Latest Edition. This work shall include all labor, materials, excavation and disposal of materials an all incidentals necessary to perform the work.

Contact Jeff Belshaw jbelshaw@madisonwater.org, (608) 261-9835 if water main relocation may be necessary for coordination.

METHOD OF MEASUREMENT

RELOCATE WATER MAIN shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

RELOCATE WATER MAIN shall be paid for at the contract unit price, which shall be full compensation for all

excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90011 –RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size and material, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact Jeff Belshaw jbelshaw@madisonwater.org, (608) 261-9835 if water service relocation may be necessary for coordination.

METHOD OF MEASUREMENT

RELOCATE WATER LATERAL SERVICE shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

RELOCATE WATER LATERAL SERVICE shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90012 – PIPE BURST 18 INCH DIAMETER SANITARY SEWER PIPE

DESCRIPTION

Work under this item shall include using pipe bursting methods to replace 194 feet of sanitary sewer main as shown in plan set. The existing 12-inch diameter CIP-VP sanitary sewer main shall be replaced with a minimum of a 18" inside diameter pipe (24" diameter IPS HDPE DR11 or Fusible 20" DIPS AWWA C905 DR-18). All equipment, tools, labor, materials, and procedures shall conform to the requirements set forth in Section 510 and 511 of these specifications. Mobilization, replacement, and modification of the sewer access structure inverts, sewage bypassing, field testing, CCTV inspection, and utility exposing shall all be considered incidental to the trenchless pipe replacement. Any excavation and below surface restoration required for launching and receiving pits shall be incidental to pipe bursting.

LAUNCHING AND RECEIVING PITS

Work shall include providing a pit excavation to facilitate an area for pipe bursting equipment and an entry area for the new HDPE pipe to enter the host pipe.

Native material excavated on site shall be used for backfill unless it is too wet, under a roadway, or otherwise unsuitable, in which imported select fill shall be used. Imported select fill shall be paid for separately by the trench foot under Bid Item 50212 - Select Backfill for Sanitary Sewer.

Any repair of curb and gutters, sidewalk and any other surface feature disturbed by a launching pit outside of the scope of the road project shall be considered incidental to pipe bursting.

Contractor shall submit plans showing the locations for the launching and receiving pits to the Engineer a minimum of ten (10) days prior to the commencement of work. Plan shall include depth of pits.

The receiving manhole for the proposed pipe bursting work can be accessed from Nokomis Court or the Southwest Commuter Bike Path rail corridor. It is recommended to use the Odana Hills Golf Course maintenance road and to cross the Southwest Commuter Bike Path to access the receiving manhole, rather than from Nokomis Court. The City will obtain a Trans 29 permit from WisDOT for pipe bursting work within the rail corridor. Contractor will need to obtain a Temporary Land Use Permit from City of Madison Parks to utilize the Odana Hills Golf Course maintenance road.

Right of Entry is required for the two properties adjacent to the pipe bursting work: 10 and 13 Nokomis Court. Right of Entries for both properties have been obtained.

Lateral reinstatements to the new sewer will be paid for as a reconnect, Bid Item 50356.

MEASUREMENT AND PAYMENT

PIPE BURST 18" DIAMETER SANITARY SEWER PIPE shall be measured by the linear foot, measured along the longitudinal axis from center of structure to center of structure.

BASIS OF PAYMENT

PIPE BURST 18" DIAMETER SANITARY SEWER PIPE shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: mobilization, traffic control, erosion control, brushing, installation, testing, and SAS connections.

BID ITEM 90013 – CRACK AND DAMAGE SURVEY

DESCRIPTION

This special provision describes conducting a crack and damage survey at **10 Nokomis Court and 13 Nokomis Court.**

Resident contact info:

Charles Buse, 10 Nokomis Court: charlybuse@gmail.com

Jon Stielstra, 13 Nokomis Court: jon.stielstra@live.com (608) 692-7400

The survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

CONSTRUCTION METHODS

Prior to any construction activities, the Contractor shall provide notice to residents of work to be completed

and thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be submitted as a pdf document on CD.

The photographs shall be taken producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be digital photographs with photograph time and date stamp details on each picture. Photographs shall be submitted with reports.

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

In lieu of photographs, a video may be used provided it produces the clarity required to perform this work. Videos shall be provided on the CD with the reports.

MEASUREMENT

Crack and Damage Survey will be measured by the unit, each, for accepted reports.

BASIS OF PAYMENT

Payment is full compensation for providing the before and after written reports, photographs or videotapes; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT
- ASSESSMENT DISTRICT 2025
CONTRACT NO. 8562**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2026 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

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

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

SECTION F: BEST VALUE CONTRACTING

PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT - ASSESSMENT DISTRICT 2025 CONTRACT NO. 8562

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT - ASSESSMENT DISTRICT 2025 CONTRACT NO. 8562

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <div style="text-align: center; margin-top: 10px;">City of Madison, Wisconsin</div>

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

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

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

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

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

PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT - ASSESSMENT DISTRICT 2025 CONTRACT NO. 8562

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of _____ (\$ _____) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
B. Affirmative Action. The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

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

and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

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

c. Exemptions: This section shall not apply when:

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

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

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

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Lydia A. McComas, City Clerk

Date

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

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

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

SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

**PONTIAC TRAIL, BOSTON COURT, NOKOMIS COURT, AND ROSEWOOD COURT
- ASSESSMENT DISTRICT 2025
CONTRACT NO. 8562**

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

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Surety Seal
 Salary Employee Commission

By _____
Attorney-in-Fact

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

Date

Agent Signature

The foregoing Bond has been approved as to form:

Date

City Attorney