

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

**2022**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022**

**CONTRACT NO. 8625**

**PROJECT NO. 13709**

**MUNIS NO. 13709**

**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>

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8625**

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This Proposal, and Agreement have  
been prepared by:

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



\_\_\_\_\_ for  
Kathy Cryan, Interim Engineering Manager

RFP: JMW13

## 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:	LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8625
SBE GOAL	13%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/30/2022
BID SUBMISSION (2:00 P.M.)	7/7/2022
BID OPEN (2:30 P.M.)	7/7/2022
PUBLISHED IN WSJ	6/23/2022 & 6/30/2022

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at (608) 261-9162 or by email, [jtorresmeza@cityofmadison.com](mailto:jtorresmeza@cityofmadison.com).

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://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 Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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](http://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.

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8625**

**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

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8625**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

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

SBE Subcontractors Who Are Suppliers

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

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
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**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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---

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

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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.

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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.

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

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6. Describe any other good faith efforts:

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## SECTION D: SPECIAL PROVISIONS

### LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8625

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104**      **SCOPE OF WORK**

This project generally consists of replacement and installation of new storm sewer pipes and structures, installation of concrete sidewalk and curb and gutter, replacement of asphalt pavement, and replacement of driveway aprons.

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

#### **SECTION 105.12**      **COOPERATION BY THE CONTRACTOR**

The Contractor shall coordinate with the City's archaeological consultant to have archaeological monitoring in place prior to any ground disturbance activities within the boundaries of archaeological sites. The approximate locations of these sites are on Lake Mendota Dr. from approximately 100 ft. west of Laurel Crest to Upham Ct. If soils located underneath the paved surfaces are found to be undisturbed, archaeological monitoring should be continued during planned construction activities within these areas. There is a chance of finding human remains or archaeological materials during this project. If any human remains or archaeological materials are found or unusual soils encountered during the project, all ground disturbing construction activities must cease. The contractor shall consult with John Hodgson of Phase One Archaeology prior to continuing work. The contractor shall contact the City's archeological consultant, John Hodgson (608-334-1828 or phaseonearchaeology@gmail.com) **a minimum of 2 weeks prior to any excavation activities in this area** to coordinate schedule and any monitoring activities.

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, buildings, utilities, street lights, traffic signals, and any other items that are to remain. A number of properties have significant landscaping, trees or other improvements immediately adjacent to the project area. Any items not specifically called out for removal are to remain. Damage to these items during construction, including any concrete residue, shall be repaired, remedied, or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

A number of properties have extensive landscaping adjacent to the roadway. It is expected that the contractor will limit disturbance, including material storage, to the slope intercept limits noted on the plans. Disturbance beyond those limits may only proceed if directed/approved by the Engineer.

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.

The City of Madison Water Utility will relocate the hydrant located at the intersection of Lake Mendota Dr. and Epworth Ct. The Contractor shall coordinate schedule and access with the Water Utility crew to complete this work. Contact Jeff Belshaw at jbelshaw@madisonwater.org or 608-206-3856.

MG&E will need to relocate a number of poles within the project area. These poles include both electrical and telecom attachments. It is anticipated that the pole relocations will take place in coordination with this project, and the Contractor shall provide space and access for MG&E, and any other utilities with pole attachments to transfer, to complete their work, along with sufficient notification of any conflicts. The Contractor may need to temporarily gap sidewalk installations as necessary to facilitate the pole relocations.

MG&E will also replace the gas mains and services within the project limits. It is anticipated that new gas mains will be installed on both sides of Lake Mendota Dr. to limit the number of long side services. MG&E expects to begin work on the gas main installation around the end of July, 2022 and this work will take approximately 8-10 weeks to complete. The Contractor shall coordinate with MG&E gas crews and shall help provide direction on areas of the project to prioritize.

The City has a planned project to reconstruct the Mendota-Grassman Greenway, which will also include replacement of the culvert crossing of Camelot Dr., just west of the limits for this project. Work under this project is planned to begin in the in the early spring of 2023. The Contractor shall coordinate as necessary to provide access for the greenway contractor to complete their work.

**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**

Portable, Changeable Message Boards (PCMS) requirements:

2 PCMS for 7 days prior to street closure (one in each direction of travel). If work takes place both in 2022 and 2023, PCMS shall be set up prior to the start of work each season, with the appropriate limits noted.

ROAD  
WORK  
BEGINS  
-----  
MONDAY  
(date)  
-----  
BAKER (*indicate limit*)  
TO  
EPWORTH (*indicate limit*)

Lake Mendota Drive may be closed to thru traffic for the duration of construction. Stagger Type III barricades at intersections to allow local access to driveways. Maintain emergency vehicle access at all times. Maintain access to residential driveways from at least one end of the street. Notify property

owners of disruptions to their driveway access in accordance with the standard specifications. When indicated on the plans or as directed by the Engineer, Contractor shall maintain access at all times to specified addresses, which will be paid under the appropriate item.

Do not close adjacent intersections simultaneously.

Contractor shall maintain access to Camelot Dr. at all times. If access to residents on Camelot Dr. will be limited and/or delayed, the Contractor shall provide a minimum of 72 hrs. notice to all residents along the street. A full closure of this intersection will not be allowed.

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

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install "Type A" low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

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, 266-4681, one working day prior to placement of the plates.

Remove on-street parking, as needed, by posting temporary "No Parking" signs. Contact John Villarreal, Parking Utility, (608) 267-8756, [jvillarreal@cityofmadison.com](mailto:jvillarreal@cityofmadison.com) seven days prior to needing temporary No Parking signs. Signs must be posted and verified by City Parking Enforcement at least 48 hours in advance of towing.

Do not remove existing street signs. Contact Chad Veinot, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com), (608) 267-1960, for sign removals at least 48 hours prior to needing signs removed. There is no charge to the contractor for this service.

Maintain temporary No Parking signs until all permanent signing is in place by City Traffic Engineering. Once terrace work is complete, contact Chad Veinot, Traffic Engineering Shop, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com), (608) 267-1960, to install permanent signs. Allow at least seven days for permanent signs to be installed.

Contact Tom Mohr, Traffic Engineering Division, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com), (608) 267-8725, with any questions concerning these traffic control specifications.

## **SECTION 108.2      PERMITS**

The following permits are required (and have been or will be applied for by the City) for this project:

- Army Corps of Engineers General Permit
- WI-DNR Chapter 30 Permit

- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- Sewer Extension Permit (for gravity sanitary sewer)

These permits cover trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction. This includes type II dewatering, which may be needed to construct the proposed sewer utilities on this project.

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Type II Dewatering
- MMSD Sewer Connection Permit

The Contractor will be responsible for acquiring Madison Metropolitan Sewerage District (MMSD) permits and paying for the permit fees for connection to MMSD MH08-100. The Contractor shall follow all MMSD permit requirements with this proposed work to their facilities. The permitting contact from MMSD for these connections is Ray Schneider (608)347-3628, rays@madsewer.org. MMSD confirmed that 1 permit (total) will be required for all of the proposed work to the MMSD facilities on the Lake Mendota project (\$1,550 total, 2022 rate). Permit and fees for this work is the responsibility of the Contractor

No work shall commence until all necessary permits are obtained. The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species shall be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR or USACOE. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

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

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor may begin work as early as **SEPTEMBER 6, 2022**. Work may only proceed after the contract is fully signed and the start work letter is received. All work under this contract shall be completed by **JUNE 17, 2023**. This contract also includes an interim completion date as noted below.

All work, except surface pavement, shall be completed on the portion of Lake Mendota Dr. from the westerly project limit, approximately Station 10+43, thru the intersection with Laurel Crest, approximately Station 16+75, by **November 5, 2022**. Temporary asphalt, paid under the appropriate bid item, shall be placed as directed by the Engineer to transition from the limits of work completed in 2022 to the existing pavement, and shall also be placed as directed to ramp any manholes, curb ramps, or other structures, as necessary.

The Contractor may perform additional work beyond the limits of the interim completion area in 2022; any additional work will need to be restored either to the permanent binder layer of asphalt pavement, or the Contractor shall install temporary pavement, at their cost, in order to provide a safe, rideable, and maintainable surface over the winter.

#### **SECTION 109.9            LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be calculated per the standard specifications.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the interim completion date noted under Prosecution of Work shall be \$800 per calendar day. The maximum damages for failure to complete specified work prior to winter shut-down of construction activities shall be \$12,000.

#### **BID ITEM 20101 – EXCAVATION CUT**

This item includes removal of miscellaneous landscaping including shrubs and small planter walls. Several properties have large boulders in the terrace areas. The Contractor shall remove boulders as necessary and shall coordinate with the adjacent property owner to determine if they would like to keep the boulder(s) or have them removed. If they would like to keep the boulder the Contractor shall place the boulder at an agreeable location, outside the work area. Boulder removal, relocation, and coordination is included with this item.

#### **BID ITEM 20326 – REMOVE FENCE**

This item includes work necessary to carefully remove and salvage fence materials. The Contractor shall also coordinate with the adjacent property owner to place salvaged fence materials, if wanted by the property owner, at an agreeable location adjacent to, but outside of the work area.

#### **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 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.

#### **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 21110 – TERRACE RAINGARDEN**

### **DESCRIPTION**

Work under this item shall include all work labor, incidentals required to construct the rain garden system meeting the sizes, locations, specifications, and detail drawings contained in this document and in the plan set including all work required for concrete flume, rebar, aggregate base, geotextile, erosion control matting, terrace seeding between top of raingarden and grading extents, engineered soil, pea gravel and clear stone. Excavation cut and fill to meet proposed grades and subgrades identified in the plans and details for the terrace raingarden shall be incidental to this bid item.

Removal of existing curb, excavation cut and fill to meet proposed back of curb grades, underdrain, cleanout, storm sewer, storm structures, and installation of hand poured curb shall be excluded from this bid item and paid separately under their respective bid items. Hand poured curb shall be incidental to standard curb bid items. Planting shall be completed by others.

The Contractor shall review the drawings for each system as well as all the detail drawings. The size of each garden is specific as is the means of providing stormwater to the system.

The City reserves the right to add or remove rain gardens from the contract. The Contractor shall not be compensated in any matter for the removal or addition of rain gardens from the contract. The addition of rain gardens shall be consistent with the already designed gardens as indicated in the plan set.

The terrace raingarden located at 5601 Lake Mendota Drive requires earthwork that extends from the top of raingarden to the back of curb. Excavation cut, and fill required to meet grades from the top of raingarden to the top of curb shall be excluded from this bid item; the plan quantity for excavation cut accounts for this additional earthwork. Additionally, the terrace raingarden located at 5601 Lake Mendota Drive requires additional excavation of 12" below the engineered soil. This additional excavation cut shall be included with this bid item and is estimated to be 12 cubic yards. Installation of pea gravel fill, underdrain, and cleanouts associated with this bid item shall be paid separately under the appropriate bid items.

5601 Lake Mendota Drive has two concrete flumes, and shall be included with this bid item.

### **MATERIALS**

Materials shall conform to Article 211.2 of the latest edition of the Standard Specifications for Public Works Construction.

Planting Mix topsoil shall conform to 202.2 (f) Planting Mix Topsoil and shall be placed 6" deep alongside slopes of terrace raingarden as indicated in detail drawing.

Concrete flume shall be constructed as shown on details D-1 and D-2. Note that the concrete flume at 5619 Lake Mendota Drive, as well as the flume located on Lake Mendota Drive for 5601 are 4' long by 2' wide, and is included with this bid item and shall meet requirements set forth in Article 304 - Miscellaneous Concrete Structures - 301.4 (a), (b), (c), and 304.2 (a), (b), (c) and 301.4 (d).

### **CONSTRUCTION**

Construction shall conform to Article 211.3 Construction Methods and these special provisions. The Contractor shall be responsible for disposing all excavated material offsite at a location determined by the Contractor at no additional cost to the City.

Standard excavation shall begin as shown on the plans and shall be on a continuous slope from the top of the basin to the bottom of the basin as shown on plans. A 1' flat buffer between the curb/sidewalk and top of basin shall be constructed as indicated on plans. The Contractor shall be responsible for restoring

the 1' flat buffer area with terrace seed and Class I, Type A – Urban erosion matting which shall be included in this bid item.

Excavation below finish grade and replacement of existing material with engineered soil is required at the bottom of basin as shown on plans. Excavation below finish grade at the bottom of basin shall consist of two (2) feet of excavation below the finish grade shown on the detail drawings. This volume shall then be filled with engineered soil, as defined in 211.2(a), to the finish grade noted on the plans.

An additional one foot of excavation along the entire bottom of basin shall be required for terrace raingarden 5601 Lake Mendota Drive.

The Contractor shall be allowed to use existing excavated topsoil and fill along side-slopes, up to 6 inches below final grade. The Contractor shall use Planting Mix topsoil at depth of 6" to meet final grades.

Clear stone shall be placed around the concrete flume and shall provide adequate drainage for the flume. A layer of filter fabric shall be placed between the existing soil and clear stone. The Contractor shall be responsible for providing all materials to construct the terrace raingarden as defined in the Standard Specifications and these special provisions. All finishing work required to provide a finished engineered soil layer prior to placement of landscape fabric shall be included in this bid item. No stone shall be above the bottom elevation of the concrete flume – to ensure water to the raingarden terrace is not blocked.

Terrace raingardens installed between April 1 and September 1 shall receive Class I, Type A – Organic erosion control matting installed over the entire disturbed area to prevent erosion prior to planting season. Terrace raingardens installed outside this window shall only be matted on disturbed areas outside of the top of basin as shown on plans.

Once terrace raingarden is constructed, the Contractor shall provide, and install three sandbags on each concrete flume, behind curb to prevent water from entering raingarden prior to plant establishment. The Contractor shall place the sandbags to allow flow along the street gutter flow line, but prohibit flow from entering the raingarden. City staff will maintain, remove, and dispose of sandbags.

## UTILITIES

The Contractor shall be required to complete utility locates as identified on plans where there are utilities. The Contractor shall follow all other applicable requirements of Article 211.3(b). Utility line openings may be required either as indicated on the plans or as directed by the Engineer, which shall be paid under BID ITEM 50801 – UTILITY LINE OPENING (ULO).

MGE: ULO's may not be required for MG&E gas main, pending potential relocation. Quantities for ULO's for gas have been included in the proposal page but may be removed.

## METHOD OF MEASUREMENT

Terrace Rain Garden shall be measured by the square foot of garden installed in the field. This measurement shall begin at the grading limits as shown on the detail drawing included in the plan set or as directed in the field.

## BASIS OF PAYMENT

Terrace Rain Garden shall be measured as described above which shall be full compensation for all work, materials, equipment, excavation, hauling, and incidentals necessary to install the rain garden as described above. Installation of pea gravel, underdrain, cleanout(s), storm sewer, storm structures, and any storm sewer pipe shall be excluded from this bid item and paid separately under their respective bid items. Planting shall be completed by others.

## **BID ITEM 21301 – REMOVE AND REPLACE MAILBOX**

### **DESCRIPTION**

All work under this item shall be completed in accordance with the standard specifications, except that placement of temporary mailboxes will be paid under a separate bid item.

The Contractor shall remove existing mailboxes and store them in an appropriate location to ensure that they are not lost or damaged. The location of each existing mailbox shall be documented so that it can be reinstalled at or near the same location.

### **ARTICLE 301            CONCRETE AND CONCRETE MATERIALS GENERAL**

#### **SECTION 301.1        GENERAL**

All concrete used on this contract shall conform to the standard specifications, with the additional modifications to the material being allowed as noted in the following.

#### **CARBON DIOXIDE (CO<sub>2</sub>) MINERALIZATION**

The use of concrete that has undergone a carbonization treatment with Carbon Dioxide (CO<sub>2</sub>) during mixing, such that CO<sub>2</sub> is chemically mineralized into the concrete, is permitted for use in 5-inch concrete sidewalk.

CO<sub>2</sub> mineralization: Supply CO<sub>2</sub> mineralized concrete, such that post-industrial carbon dioxide (CO<sub>2</sub>) is injected into the concrete like an admixture and chemically converted into a mineral. The concrete may undergo mix optimization whereby the strength enhancement property of the mineralized CO<sub>2</sub> is utilized to adjust cementitious content, pending that the optimized concrete mix meets concrete performance requirements as outlined in Article 301 of the City of Madison Standard Specifications for Public Works Construction. Current known acceptable technologies are: CarbonCure Ready Mix Concrete Technology, but the Contractor may suggest alternatives, which will be reviewed by the Engineer for consideration as an acceptable alternative. Any alternatives must achieve the same result of containing/capturing additional Carbon Dioxide within the concrete material.

The injection and subsequent mineralization of CO<sub>2</sub> meets the requirements of ASTM C494 Type S admixture.

The Contractor shall submit an additional mix design to the City Engineer for concrete that has undergone CO<sub>2</sub> mineralization.

Minimum cementitious content and maximum water/cementing materials ratio requirements as outlined in Article 301 of the City of Madison Standard Specifications for Public Works Construction will be reviewed and may be adjusted by the Engineer pending review of the submitted mix design. Adjustment of cementitious content and water/cementing materials ratio requirement will be at the sole discretion of the Engineer.

Any concrete items that undergo a carbonization treatment shall be identified by the Contractor and recorded by the Construction Engineer for future reference and long-term inspection. Use of this material may also be eligible for incentive payment under the appropriate item.

## **BID ITEM 30203 – TYPE ‘X’ CONCRETE CURB & GUTTER**

Install Type ‘X’ Concrete Curb & Gutter at the locations indicated on the plans. Several driveways within the project limits are relatively steep. Contractor shall ensure that the slope from the back of curb to the flowline matches the driveway apron slope, at a minimum. In locations with steeper aprons, the dimension from the back of curb to the flowline may be as much as 3.5” and/or the flowline may need to be adjusted to be only ½” below the edge of pavement.

## **BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28 S**

This item shall include installation of asphalt curb at the locations indicated on the plans or as directed by the Engineer to assist with transitioning from the new curb installation to the existing pavement. The top of the asphalt curb shall be transitioned down to the existing pavement over a minimum length of 6 ft.

### **ARTICLE 500            SEWER AND SEWER STRUCTURES GENERAL**

The sanitary sewer and storm sewer designer for this project is Daniel Olivares and may be contacted at [daolivares@cityofmadison.com](mailto:daolivares@cityofmadison.com) or (608) 261-9285.

#### **SANITARY SEWER GENERAL**

This project shall include installing approximately 188 feet of new 8" PVC sanitary sewer main, and adjusting existing City of Madison and Madison Metropolitan Sewerage District (MMSD) sanitary access structures.

ASTM D3034 SDR-35 sewer main as called for on the plan set shall be payable under (Bid Item 50301). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material. AWWA C900 PVC pressure pipe sewer main as called for on the plan set shall be payable under (Bid Item 50321).

Sewer access structures shall be payable under Bid Item 90034 REPLACE CONE SECTION AND ADJUST SEWER ACCESS STRUCTURE where cone section replacement is required to match proposed grade, Bid Item 20501 ADJUST SEWER ACCESS STRUCTURE where cone section replacement is not required, and Bid Item 90035 ADJUST MMSD SANITARY ACCESS STRUCTURE for seven (7) MMSD sewer access structures.

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. 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.

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.

The Contractor shall notify Ray Schneider (MMSD) at 608-347-3628 or [RAYS@MADSEWER.ORG](mailto:RAYS@MADSEWER.ORG) five (5) days prior to doing work on MMSD facilities. A direct connection permit will be required for proposed sanitary connections to MMSD sewer access structures. Permit and fees for this work is the responsibility of the Contractor. MMSD confirmed that 1 permit (total) will be required for all of the proposed work to the MMSD facilities on the Lake Mendota project (\$1,550, 2022 rate).

#### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 2,889 feet of new storm sewer of various sizes ranging from 8" to 30" sewer pipe, as well as, 4'x3' and 6'x3' storm box culvert.

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



the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. .

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

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.

Curb inlet castings shall be Neenah R-3067-7007-V for all inlets, but shall be Neenah R-3067-7007-VB for curb inlets at low points. The Contractor shall remove 1" from the front, top edge of the curb box opening prior to installation, see sheet D-4. The exposed edge shall be continuous and filed or grinded to deburr exposed edge. Modifying the curb box opening shall be paid as incidental to the inlet or structure.

The terrace inlets will require EnviroNotice Plates, Neenah R-3000-A, to be installed at the top of concrete at the back side of the structure, and shall be paid as incidental to the structure. If the Enviro-Curb logo detail is not available for the R-3067 casting curb box, then Neenah R-3000-B shall be installed with the curb inlet casting, and shall be paid as incidental to the inlet or the structure.

A stormwater control plan shall be provided to the Engineer for approval prior to implementation and ground disturbance. The STORM CONTROL PLAN & IMPLEMENTATION shall be paid under Bid Item 90031.

ULO's shall be completed where called for on plans and paid under Bid Item 50801. There are additional undistributed ULO's to be used at the discretion of the City Inspector and Engineer.

Proposed storm sewer may be in conflict with existing Water Utility water main and water service laterals. After reviewing ULO data, possible storm sewer adjustments would be pursued to minimize or eliminate conflicts with existing utility infrastructure. Relocation of water main and service laterals shall be required where deemed necessary by Water Utility and in coordination with the City Inspector and Engineer. Relocations shall be paid under Bid Item 90032 RELOCATE WATER LATERAL SERVICE and Bid Item 90033 RELOCATE WATER MAIN.

Styrofoam sheet (2" thick x 4' wide x 8' long) shall be placed above existing water main and service laterals where proposed storm structures and storm pipes cross directly above water main. Styrofoam sheet shall be paid as incidental to the structure or pipe installation.

Install PVC drain pipe at low points without surface pavement per S.D.D. 5.7.7A, to be paid as incidental to the structure installation.

## **SECTION 502.1(c)     DEWATERING**

### **DESCRIPTION**

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank, or an approved alternative, to settle solids prior to discharge clean water into the storm sewer or stabilized discharge location.

## CONSTRUCTION

Subsection 205.3 of the standard specifications is supplemented with the following:

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. At a minimum, this treatment shall include running the pump water through a geotextile sediment bag, prior to discharge to the storm sewer. This geotextile sediment bag shall meet the requirements for WDOT Type HR as noted in section 502.1(c) of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the sediment bag in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

Type II Dewatering, paid under Bid Item 50202, is required when pump rates are greater than or equal to 70 gallons per minute. Per Bid Item 50202, pump water from the dewatering operations directly to a minimum 1,500 gallon holding tank to allow for settlement of large solids. Periodically pump clean water from the top of the settling tank into the storm sewer system or stabilized areas.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of perimeter controls, sedimentation basins/sumps, stone weepers or velocity check dams (clear stone berm) and any other devices necessary for proper control.

Any dewatering discharge to or dewatering filter bags placed on vegetated or temporary gravel surfaces must be moved periodically to prevent sedimentation or erosion from occurring. Restoration of erosion that has occurred due to dewatering discharge shall be stabilized and/or restored at no additional cost to the contract where the soil disturbance or erosion adversely affects, adjacent or downstream, private property.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

#### **METHOD OF MEASUREMENT**

Dewatering of clean water will not be measured.

#### **BASIS OF PAYMENT**

Dewatering is incidental to the contract or paid under Type II Dewatering - Bid Item 50202; therefore, this work will not be paid separately and shall be included with the trenching operations for the particular pipe being installed. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system.

#### **BID ITEM 50202 - TYPE II DEWATERING**

#### **DESCRIPTION**

This item is intended to cover any and all dewatering required for installation of the storm and sanitary sewer. Dewatering shall be in accordance with Article 502 of the Standard Specifications. Note that the Contractor shall be responsible for obtaining any permits required by DNR for this work, and for complying with such permits, including any reporting requirements.

The Contractor shall be responsible for designing a dewatering plan to fit the proposed construction methods.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. Treatment for any Type II dewatering shall include running the pump water directly to a 1,500 gallon (minimum size) holding tank through geotextile sediment filtering screens, prior to discharge to the storm sewer. The geotextile sediment filtering screens shall meet the requirements of WDNR Technical Standard Dewatering Practices for Sediment Control (1061) for "Filter Baffles" and 502.1(c), "Table 3 Notes" of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the holding tank. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the dewatering tank in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

If necessary, the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources  
Private Water Supply Section

BOX 7921  
Madison, Wisconsin 53707

The Contractor shall be solely responsible for maintaining groundwater control, and operation must be compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to ensure that the groundwater control operation will not endanger or damage any existing adjacent utilities or structures.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

### **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), pipe bends, collars, or couplings require placement of an electronic marker ball with the City providing the Contractor with the required number of electronic markers.

### **BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Joint Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

#### **METHOD OF MEASUREMENT**

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

#### **BASIS OF PAYMENT**

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

### **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. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes 10 additional undistributed ULOs to be performed at the direction of the Engineer.

### **BID ITEM 90001 – INCENTIVE FOR USE OF CONCRETE WITH CARBONIZED TREATMENT**

#### **DESCRIPTION**

This item shall include an incentive payment to the Contractor for installation of concrete sidewalk that uses material that includes the carbonized treatment as indicated under the special provision for Article 301.

The incentive payment shall be paid in a maximum lump sum of \$10,000 if all 5" concrete sidewalk on the project includes the carbonized treatment and is acceptably completed, using concrete mix designs that

are approved by the Engineer prior to installation. If at least 50% of the 5" concrete sidewalk on the project utilizes this this technology, but less than 100%, then the incentive payment shall be \$5,000.

#### **METHOD OF MEASUREMENT**

Incentive for Use of Concrete with Carbonized Treatment will be measured as a lump sum, and will be paid at the contract unit price for work completed as set for in the description either in a quantity of 1.0 for all sidewalk work using the treatment, 0.5 for at least 50% of the sidewalk using the treatment, or 0.0 if none of the sidewalk uses the treatment. If between 50% and 100% of the sidewalk work utilizes the treatment, this item will be paid at 0.5.

#### **BASIS OF PAYMENT**

Incentive for Use of Concrete with Carbonized Treatment will be paid at the contract unit price for work acceptably completed using the specified technology.

### **BID ITEM 90002 – REMOVE, SALVAGE, AND REINSTALL RETAINING WALL**

#### **DESCRIPTION**

This item shall include all work, equipment, materials, and incidentals necessary to remove existing retaining walls, salvage all materials, and reinstall either in kind at an adjusted location or in the same location as the existing wall as noted on the plans or as directed by the Engineer. This includes wall constructed with larger boulder type materials, block walls, lannon stone, or similar materials.

The Contractor shall carefully remove the existing walls to ensure that the wall materials are not damaged, and the wall materials shall be stored in a location where they will be secure and out of the way of construction activities or required access. Materials damaged during the removal process or from not properly securing and protecting the materials shall be replaced by the Contractor at no additional cost.

When it fits within the work progression, the Contractor shall re-install the wall either at the same location or a modified location, depending on work previously completed. The wall shall be re-installed to match the existing wall installation method, including, but not limited to, all drainage materials, base and backfill materials, fabrics, adhesives, mortar, or other installation methods. This item includes all necessary excavation work to re-install the wall.

#### **METHOD OF MEASUREMENT**

This item will be measured by the Square Foot of above ground wall, measured along the street-side face of the wall.

#### **BASIS OF PAYMENT**

This item, measured as provided above, will be paid at the contract unit price for work acceptably completed, which price shall all include all work, materials, equipment, and incidentals required to remove the existing wall, store and secure the wall materials, and to reinstall the walls at the appropriate location.

### **BID ITEM 90003 – TEMPORARY MAILBOX**

#### **DESCRIPTION**

This item includes all work, materials, equipment, and incidentals necessary to install and maintain temporary mailboxes for properties where mail delivery will not be possible due to street closures and construction activities. All existing mailboxes outside the project limits shall remain and be accessible by USPS.

Mail delivery along this project is by a motor route to street-side mailboxes. When the street(s) are closed to thru traffic, the Contractor shall provide, install, and maintain temporary mailboxes for each property that will be inaccessible. If only a portion of the project is closed and under construction at a particular time, only properties within the limits of that work shall have temporary mailboxes installed; otherwise, the Contractor shall maintain access for mail delivery to all other properties.

The temporary mailboxes shall be rural sized mailboxes and shall have the address clearly shown on each box. The mailboxes shall be installed with a temporary concrete footing, but the Contractor shall determine the specific layout and methods of installation. The temporary mailboxes shall be placed on existing pavement, and the Contractor shall provide and maintain temporary "No Parking" signs along the area adjacent to the temporary mailboxes, and, construction drums shall be provided on either end of the temporary mail box area. For this project, the temporary mailboxes shall be installed on northerly side of Capital Ave. from approximately Greening Ln. to Taychopera Dr., primarily along the side-yard space of the adjacent properties.

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. Once the permanent mailboxes are reinstalled (paid under separate item), the temporary mailboxes shall be removed.

The Contractor shall contact the USPS to inform them prior to and after installation of the temporary mailboxes and to provide the address affected. Contact Carol Whitwell at 608-231-2305 to coordinate this work.

#### **METHOD OF MEASUREMENT**

This item will be measured by the Each unit acceptably completed.

#### **BASIS OF PAYMENT**

Temporary Mailbox, measured as provided above, will be paid at the contract unit price, which price shall be compensation in full for all work, materials, equipment, and incidentals necessary to provide, install, maintain, and remove the temporary mailboxes as set forth in the description.

#### **BID ITEM 90004 – REMOVE AND SALVAGE BRICK PAVERS**

#### **DESCRIPTION**

This item includes all work, equipment and incidentals required to remove and salvage pavers at the locations indicated on the plans, or as directed by the Engineer.

The Contractor shall carefully remove existing pavers as necessary to complete the work included with this contract, taking care to not damage the pavers. The pavers shall then be stacked outside the work zone at an agreeable location, confirmed by the adjacent property owner.

If the owner plans to reinstall the pavers in the same location, the Contractor shall extend the base materials for the adjacent sidewalk and/or driveway through the planned paver installation area. Extension of base material will be paid under the appropriate bid item.

#### **METHOD OF MEASUREMENT**

Remove and Salvage Brick Pavers will be measured by the Square Foot, acceptably completely.

#### **BASIS OF PAYMENT**

Remove and Salvage Brick Pavers, measured as provided above, will be paid at the contract unit price, which price shall be compensation in full for all work, equipment, and incidentals necessary to remove

and salvage brick pavers, and to coordinate with adjacent property owner to stack them at an agreeable location.

### **BID ITEM 90005 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)**

#### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install Mirafi RS580i, TerraTex HPG HM58, or an approved equal.

#### **CONSTRUCTION METHODS**

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations, including the amount of overlap between rolls. In locations identified for undercut, a maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. In locations without undercut, the Geosynthetic fabric shall be placed under the Gradation No. 1 base course layer and shall extend to approximately 1 ft. beyond the back of curb, unless tree conflicts have minimized the excavation limits. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

#### **METHOD OF MEASUREMENT**

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity, and will only be paid once.

#### **BASIS OF PAYMENT**

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

### **BID ITEM 90006 – TEMPORARY ASPHALT PAVEMENT**

#### **DESCRIPTION**

This item includes all work, materials, equipment, hauling, and incidentals necessary to place temporary asphalt pavement to transition from work completed in Fall of 2022 into the existing pavement.

As set forth in the Prosecution of Work, a portion of this project is required to be completed in the fall of 2022. Upon completion of that work, the Contractor shall place temporary pavement to provide a safe, rideable and maintainable surface over winter. Depending on the final limits of the interim work, it is anticipated that the approximate limits of the temporary pavement will extend approximately 40 ft. beyond the new curb and gutter and permanent binder pavement to match into the existing pavement.

The pavement structure for the temporary asphalt pavement shall be a minimum of 2 inches of HMA on 6 inches of Gradation 2 Base Course (paid under the appropriate item). The pavement type shall match the specified pavement type for the binder layer of asphalt pavement, and all work shall be completed in accordance with Part IV of the Standard Specifications.

This item also includes temporary asphalt material to ramp around manholes, at curb ramps, or as necessary to provide drainage to inlets within the interim completion project area, as directed by the Engineer. Ramping at these locations shall have a minimum width of 4 ft., but the Engineer may request additional pavement if necessary to improve drainage. Ramping shall match into the top surface of the adjacent item and shall taper down evenly to match into the permanent binder layer of pavement.

This item also includes removal of all temporary pavement.

#### **METHOD OF MEASUREMENT**

Temporary Asphalt Pavement will be measured by the Ton, acceptably installed.

#### **BASIS OF PAYMENT**

Temporary Asphalt Pavement shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals necessary to complete the work as set forth in the description.

#### **BID ITEM 90007 – ADJUST WATER SERVICE BOX**

##### **DESCRIPTION**

All work under this item shall be completed in accordance with Section 704.26 of the Standard Specifications, except as noted below.

Prior to work on any water service boxes, the Contractor shall contact Jeff Belshaw jbelshaw@madisonwater.org or 608-206-3856. If any service outages are necessary, the Contractor shall follow all notification requirements of the standard specifications.

##### **BASIS OF PAYMENT**

This item will be measured in accordance with the standard specifications and will be paid at the contract unit price, which price shall be compensation in full for all work, materials, equipment, and incidentals necessary to acceptably complete the work.

#### **BID ITEM 90030 – 3' X 6' STORM SAS**

##### **DESCRIPTION**

Work under this item includes construction of a new 3' x 6' field poured STORM SAS, providing and installing two (2) castings (one R-1550-0054 and one R-3064-7004), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 3' x 6' field poured catchbasin shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness is 8" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.



## **METHOD OF MEASUREMENT**

3' x 6' STORM SAS shall be measured for payment as each unit completed and accepted.

## **BASIS OF PAYMENT**

3' x 6' STORM SAS shall be paid for as each constructed structure. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes.

## **BID ITEM 90031 – STORMWATER CONTROL PLAN & IMPLEMENTATION**

### **DESCRIPTION**

The existing regional public stormwater sewer and overland flow discharges to Lake Mendota at Baker Ave, Capital Ave and Epworth Ct. The proposed sewer plan calls for leaving sections of the 36" storm outlet at Capital Ave and the 15" storm pipe at Epworth Ct.

The Contractor shall provide and implement a stormwater control plan that minimizes obstructions of stormwater discharge to Lake Mendota and prevents sediment erosion via storm sewer outlets. The stormwater control plan shall include methods for stormwater, erosion and sediment control during installation of sewer adjacent to Lake Mendota or locations discharging to Lake Mendota.

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. This plan shall include dry weather, wet weather and upstream flow control contingencies for public storm sewer flows and groundwater in order to install the sanitary sewer and storm sewer along Lake Mendota Dr. The Contractor shall submit to the project engineer a plan that details how storm flows will be managed and/or diverted during the installation of the storm sewer at Baker Ave, Capital Ave and Epworth Ct. The approved methodology shall be installed prior to any sanitary and/or storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site due to the stormwater control implementation shall be considered incidental to this bid item. The plan shall specifically include measures to implement emergency sediment controls associated with storm sewer flows and sediment dispersal to Lake Mendota.

Removal of all equipment and materials used for storm control shall be considered incidental to this bid item.

Compensation for TYPE II DEWATERING shall be paid under Bid Item 50202. Erosion control best management practices, including Type C and rigid frame inlet protection, silt sock, clear stone berm, and street construction stone berm shall be paid under their associated Bid Items. They may be implemented and installed in conjunction with the stormwater control plan, but not paid as incidental to Bid Item 90031.

## **METHOD OF MEASUREMENT**

STORMWATER CONTROL PLAN & IMPLEMENTATION shall be measured as a lump sum bid item.

## **BASIS OF PAYMENT**

STORMWATER CONTROL PLAN & IMPLEMENTATION, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

## **BID ITEM 90032 RELOCATE WATER LATERAL SERVICE**

### **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 an all incidentals necessary to perform the work. Coordinate service relocation work to keep shut offs and service disruptions to a minimum. Freeze services if possible. Notify affected addresses as needed.

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 SERVICE LATERAL 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 90033 RELOCATE WATER MAIN**

#### **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 90034 – REPLACE CONE SECTION AND ADJUST SEWER ACCESS STRUCTURE**

### **DESCRIPTION**

Work under this item shall include all work, materials, and incidentals necessary to remove the casting, adjustment and cone section for existing sanitary sewer access structures (SAS) and replace with a new cone section, adjustment and casting to adjust SAS to proposed grades. For existing SAS 3245-021, a 4' diameter offset cone section shall be installed to replace the existing cone section to match the proposed rim. The offset cone shall be rotated to allow the casting to be placed entirely within the terrace.

Care shall be taken to minimize adjusting ring height and total adjusting ring height must be between 3" and 9".

The existing casting shall be salvaged and installed.

The adjustment shall be paid under Bid Item 20501 if the SAS can be adjusted without removal and replacement of the barrel section.

### **METHOD OF MEASUREMENT**

REPLACE CONE SECTION AND ADJUST SEWER ACCESS STRUCTURE will be measured by the number of access structure adjusted, as required for work on this project.

### **BASIS OF PAYMENT**

REPLACE CONE SECTION AND ADJUST SEWER ACCESS STRUCTURE, measured as provided above, will be paid at the contract price per structure with cone, adjustment, and casting are satisfactorily adjusted, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

## **BID ITEM 90035 – ADJUST MMSD SANITARY ACCESS STRUCTURE**

### **DESCRIPTION**

Work under this item shall include all work, materials, and incidentals necessary to adjust the castings on MMSD sanitary access structures from their existing elevations to the proposed finished grade elevations. This applies to the seven (7) structures called out for adjustment on the plan sheets and in the sanitary sewer schedule.

The Contractor shall notify Ray Schneider of MMSD at (608) 347-3628 or RayS@madsewer.org five (5) days prior to adjusting sanitary access structures and casting elevations.

### **CONSTRUCTION METHODS**

MMSD will supply 9" castings and covers at no cost, and shall not be included in the method of measurement materials for this bid item.

The required casting elevations shall be achieved by cutting the chimney and removing adjustment rings to the top deck of the structure. Replace chimney and adjustment rings, PRO-RING or approved equal, to allow 9" casting to match proposed grade. Care shall be taken to minimize adjusting ring height and total adjusting ring height must be between 3" and 9".

During construction, care shall be taken to minimize damage to access structure lining systems. MMSD will coordinate or contract access structure lining system repairs or replacement to be completed by others.

### **METHOD OF MEASUREMENT**

ADJUST MMSD SANITARY ACCESS STRUCTURE will be measured each access structures that has casting elevations adjusted, as required for work on this project.

**BASIS OF PAYMENT**

ADJUST MMSD SANITARY ACCESS STRUCTURE, measured as provided above, will be paid at the contract price per structure that has its casting elevation adjusted, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

**BID ITEM 90036 – 8” DRILLED PVC UNDERDRAIN**

**DESCRIPTION**

This work shall consist of providing and installing an 8” diameter schedule 35 PVC pipe with 5/8” drilled holes spaced in 90 degree radial pattern alternating every 6 inches, see S.D.D. 5.7.47. The pipe is to be wrapped in Geotextile Fabric, Type R filter fabric and place at the elevation detailed at the 5601 Lake Mendota Dr rain garden. The filter fabric shall be incidental to this bid item.

**CONSTRUCTION**

This item places geotextile fabric wrapped, 8” schedule 35 PVC pipe below the engineered soil layer within a pea gravel layer at the 5601 Lake Mendota rain garden. The underdrain connects to a public storm inlet in the right of way and terminates with a cleanout. Pea Gravel shall be paid for under Bid Item 900238.

**METHOD OF MEASUREMENT**

8” DRILLED PVC UNDERDRAIN shall be measured by the linear foot, and include filter fabric, and incidentals materials and equipment to install per plan. Engineered soil, pea gravel, and cleanouts shall not be included in this bid item.

**BASIS OF PAYMENT**

8” DRILLED PVC UNDERDRAIN shall be measured as provided above and paid at the contract unit price.

**BID ITEM 90037 – 8” SCH 35 SWEEP AND CLEANOUT**

**DESCRIPTION**

This work shall consist of providing and installing an 8” diameter schedule 35 PVC cleanout with long radius sweep finished with an 8” screw cap with square nut. The sweep riser shall be cut so the square nut of the screw cap is cut flush with the surface grade at shown on plans for the 5601 Lake Mendota Dr rain garden.

**CONSTRUCTION**

This item places an 8” SCH35 PVC SWEEP AND CLEANOUT and an 8” screw cap with square nut at the ends of the 8” drilled PVC underdrain.

**METHOD OF MEASUREMENT**

8” SCH35 PVC SWEEP AND CLEANOUT shall be measured per plan quantity.

**BASIS OF PAYMENT**

8" SCH35 PVC SWEEP AND CLEANOUT shall be measured as provided in the description above and paid at the contract unit price.

**BID ITEM 90038 – PEA GRAVEL**

This item shall include all work, equipment, materials and incidentals required to provide and install 3/8" pea gravel drainage medium do a depth of 1' below the entire raingarden terrace basin bottom located at 5601 Lake Mendota Drive.

All applicable sections of Article 202 – Fill of the City of Madison Standard Specifications for Public Works Contracts shall apply.

**METHOD OF MEASUREMENT**

Pea Gravel shall be measured by the cubic yard, acceptably placed.

**BASIS OF PAYMENT**

Pea Gravel shall be measured as described above which shall be paid for at the contract unit price, which shall be considered full compensation for furnishing, placing and compacting the specified material including all equipment, tools, labor and incidentals necessary to complete the work as specified.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8625**

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 - 2022 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

### LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8625

#### Best Value Contracting

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

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2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
  - Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
  - No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
  - Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
  - First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
  - Contractor has been in business less than one year.
  - Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
  - An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.
  
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
  - The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

**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:

### **LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8625**

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

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

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

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

Seal      PRINCIPAL

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

Seal      SURETY

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

**NOTE TO SURETY & PRINCIPAL**

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

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

## Certificate of Biennial Bid Bond

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Contractor Representative

\_\_\_\_\_  
Date

## SECTION H: AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Two between \_\_\_\_\_ hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

### LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8625

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

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

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

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

and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

**c. Exemptions:** This section shall not apply when:

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

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

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8625**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

	Company Name
Witness	Date
Witness	Date

President	Date
Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	Date
Witness	Date
Witness	Date

City Attorney	Date
Mayor	Date
City Clerk	Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

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

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

**LAKE MENDOTA DRIVE AND CAPITAL AVENUE ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 8625**

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Company Name (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President Seal

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Surety Seal  
 Salary Employee       Commission

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

By \_\_\_\_\_  
Attorney-in-Fact

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Signature