

BID OF _____

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023**

CONTRACT NO. 8735

MUNIS NO. 11543

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>

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

INDEX

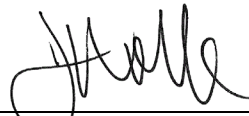
SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTION.....B-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER’S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BOND I-1

MATERIALS AVAILABLE IN BIDEXPRESS:

ATTACHMENT A: SOIL BORINGS

This Proposal, and Agreement have
been prepared by:

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



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

JMW: feg

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:	E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8735
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	03/28/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	03/28/2024
BID SUBMISSION (2:00 P.M.)	04/04/2024
BID OPEN (2:30 P.M.)	04/04/2024
PUBLISHED IN WSJ	03/21 & 03/28/2024

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

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

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

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

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call 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 - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

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

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

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

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8735

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, May 9, 2024**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 8, 2024**.

ARTICLE 104 SCOPE OF WORK

This project generally consists of replacement and installation of sanitary sewer pipes and structures, water main, and storm sewer pipes and structures, and replacement of street infrastructure including curb and gutter, pavement, sidewalk, driveway aprons, and installation of new bicycle facilities, underground terrace and sidewalk support systems, pavement marking, and signing.

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

SECTION 104.6 DECREASED AND DELETED ITEMS

Proposed work included in this contract adjacent to 109 E Wilson St. might be completed under a current developer's agreement, contract number 9257. If determined that such improvements are to be completed under contract number 9257 after this contract has been awarded to a contractor, a plan revision will be made by the project engineer to remove the improvements from the plans covered under this contract (8735). These improvements include but are not limited to curb and gutter, concrete terrace, driveway aprons, bicycle path, pedestrian scale lighting bases, conduits, poles, fixtures and wires, and pavement markings. The City will not compensate the contractor in the case that all or some of these items are removed from the scope of work.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, buildings, canopies, decorative cornices, utility vaults, utilities, light fixtures, streetlights, traffic signals, and any other items or special features that are to remain. 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.

Property 327 E Wilson St, along the E Wilson St frontage, has a portion of its underground basement within the right-of-way, most of it under the mainline sidewalk which includes segments to be replaced under this contract. This area is within encroachment agreement 5886765. The contractor shall take the necessary precautions while performing work in this area to minimize any damages to the basement structure including but not limited to its roof, walls, foundation, and any other features. Any damages to the basement structure shall be repaired by the Contractor at no additional cost to the City.

The contractor shall coordinate with all necessary private utility companies to have utility structures (manholes, handholes, valves, etc.) adjusted as necessary. The contractor shall provide a minimum 14-day notice to utility companies prior to needing the structure adjustment work completed. The Contractor shall also provide space for utility companies or their subcontractor to work to resolve conflicts in the field.

The State's Department of Administration (D.O.A.) will reconstruct the roof of a steam pit at the intersection of Martin Luther King Jr Blvd and E Wilson St. located at STA 11+87, 14.7' LT. The Contractor shall provide a minimum 14-day notice to the D.O.A. contact listed in this contract prior to needing the work being completed. The Contractor shall provide the space for the D.O.A. or their subcontractor to perform the work.

It is expected that by the time the City contractor starts construction of the improvements covered under this contract, a different contractor hired by MG&E will be performing underground utility work along both E Wilson St and E Doty St. The underground utility work is related to replacement of existing gas main facilities and installation of new concrete encased duct bank. The City contractor shall coordinate with the MG&E contractor the installation of these utilities and shall provide the space to allow the MG&E contractor to perform their respective work.

There are 2 existing water mains along East Wilson Street from South Pinckney Street to King Street. One was installed in 1882 and the other in 1995. The 1882 water main is scheduled to be abandoned while the 1995 water main will remain. MG&E could potentially install the new concrete encased duct bank along East Wilson Street from South Pinckney Street to King Street in the same trench that the existing, to be abandoned, older water main is located. For this to happen, the City contractor shall first disconnect all active laterals connected to the existing older water main, reconnect such laterals to the existing to remain water main and abandon the older water main. In this case, the Contractor would be allowed to perform this work ahead of the established work start date described in section 109.2 of these Special Provisions. This would allow the MG&E contractor to advance their duct bank installation work and minimize potential space conflicts between contractors. If this work commences ahead of the date prescribed in 109.2, the City contractor shall perform all water main related work required to abandon the older water main within a period of 2 weeks and shall maintain 1 westbound travel lane open at all times as described in the Maintenance of Traffic section of these Special Provisions.

The City expects that MG&E will underground the existing overhead facilities along the south side of E Wilson St from S Hancock St. to S Franklin St. during the summer of 2024. The Contractor shall coordinate with MG&E or its subcontractor this work while maintaining the required traffic control provisions described in the Maintenance of Traffic specification for this contract and shall provide the necessary space to perform this work.

Restech Services will install new fiber conduits along E Wilson St from S Pinckney St to S Hancock St and at the intersection of E Doty St and S Pinckney St. The expected work consists of boring approximately 155' of conduit along E Doty St. and 1000' along E Wilson St. and installing 8 handholes. The City contractor shall coordinate this work with the Restech Services contact listed in this contract and

shall provide space to allow installation of such facilities. It is expected that this work will take place during work under this contract.

Contacts for the utility coordination are as follows:

MG&E Gas – John Wichern, JWichern@mge.com

MG&E Electric – Mark Bohm, mbohm@mge.com

AT&T – Matt Vachalik, mv5616@att.com

Charter Spectrum – Sean Potter, sean.potter@charter.com

State D.O.A. – Robert Otremba, Robert.Otremba@wisconsin.gov

Restech Services – Tom Merkes, tmerkes@restechservices.net

TDS – Jerry Myers, Jerry.Myers@tdstelecom.com

MCI/ Verizon - RJ Cicatello, randy.cicatello@verizon.com

Along E Wilson St. from Martin Luther King Jr Blvd. to King St., there is an underground steam box and a chilled water pipe. These facilities are owned by the State's Department of Administration (DOA). The City performed ULOs during fall of 2023 and found that both utilities are between 3 to 4 feet deep and will be clear of conflict with the new street grades. Due to the new street grades being lower than existing, both utilities will lose cover and will be closer to the surface finished grade. The Contractor shall take all the necessary precautions to not damage or compromise the integrity of these facilities while performing work related to this project. Any damages to these facilities will be repaired by the Contractor at no cost to the City. In addition, any repairs needed due to damages being made by the City contractor will have to be coordinated with the DOA.

The 109 E Wilson St. site will be under construction throughout 2024 and part of 2025. For construction within the site, the development contractor, Findorff, will occupy a portion of the right-of-way along the entire frontage of the property. The City expects that by the time the City contractor starts performing construction of the street improvements along this property, either under or above ground, the right-of-way is clear from the site contractor occupancy except for a width of 10 feet measured from the southern right-of-way line of E. Wilson St. If some of the work along this frontage is removed from the scope of work via a plan revision as described in section 104.6, then only after the City contractor has completed all scheduled underground utility replacement work, the developer's street occupancy can increase up to approximately 18 feet measured from the southern right-of-way line of E. Wilson St. If water main work proceeds earlier than described in Section 109.2 in order to advance work by MG&E, this modified right-of-way occupancy may not apply. The City contractor shall allow space for deliveries to continue arriving at the 109 E Wilson site while performing construction work in front of the property. The City contractor shall provide a 14-day advance notice to the Findorff contact listed in this contract prior of starting any work in front of the property. The Findorff contact for the 109 E Wilson site construction is Erik Ivers, and can be contacted at eivers@findorff.com.

The Contractor shall provide parking space along the north side curb on E Doty St. from S Pinckney St. to King St. for buses to load and unload equipment to the Majestic Theatre site. This can be several hours a day and several days a week. Upon request, a current schedule of known Majestic events can be provided, but this list may change as shows may be added throughout the year. Following the loading or unloading of the equipment, the contractor shall provide parking space for the bus to remain. If the contractor cannot provide space for parking along the curb side due to construction activities nearby, the Contractor shall provide such space within the 114 E Wilson St. parcel. Active loading and unloading will need to be provided along the northerly side of Doty St. for all shows. Information regarding this parcel use is described on the next paragraph below. Additional details regarding this requirement are described in the Maintenance of Traffic specification of this contract, section 107.7.

Half of the city-owned property, 114 E Wilson St., will be available for the City contractor to use for storage of materials and equipment. It will likely be the portion of the property nearest E. Doty St., with a drive lane available between E. Doty St. and E. Wilson St. It can also be used as a parking alternative to buses that will load and unload equipment to the Majestic Theatre if parking cannot be provided along the curb side. The remaining half of the parcel will be occupied by Findorff. The parcel will be available for the Contractor use on July 1st, 2024. If the parcel is available prior to that date, the Contractor can occupy his

portion only after receiving approval from the City. The distribution of the parcel area will be shared at the preconstruction meeting.

To help coordinate work efforts on this project, the Contractor will be expected to attend weekly coordination meetings. At these meetings, the Contractor shall provide information on their work schedule for the following 3 weeks and help coordinate work areas with private utility companies, their contractor(s), and businesses, including the Majestic Theatre. The day, time, and meeting type (virtual or in person) will be determined at the preconstruction meeting.

The existing Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduits that are to be replaced must remain operational until temporary signals and/or lighting are installed and are operational.

City Traffic Engineering will be installing temporary traffic signals. City crews will need five (5) working days of advance notification once temporary support structures are installed to begin installation of temporary traffic signals. The installation of temporary traffic signals by City TE will take ten (10) working days. Any street closure or removal of existing bases shall begin once Contractor is notified by City Traffic Engineering crews that temporary traffic signals are operational.

City Traffic engineering crews will be installing new traffic signal equipment in conjunction with this project. Notify City Traffic Engineering, City TE Shop (266-4767) once conduit and bases are installed and cured.

The Contractor is responsible for the installation of temporary support structures, temporary aerial cable and temporary streetlighting as noted on the plans. These temporary support structures to be installed by the contractor will also be used for the temporary traffic signal to be installed by City TE.

The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

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

Traffic Lanes to maintain at all times. “Traffic lane” is defined as hard pavement, with a minimum 10’ lane width:

Doty Street:

- E. Doty St (Martin Luther King Jr Blvd to King Street)
 - One outbound (eastbound) lane open from Tuesday, May 28, 2024 thru Friday, August 16, 2024.
 - Two outbound (eastbound) lanes open after August 16, 2024.
 - One inbound (westbound) counter flow lane from King St. to S. Pinckney St. open after August 16, 2024.
 - No work to take place Saturdays along Doty St to accommodate Dane County Farmers’ Market.
 - All construction work to be completed by 3:00pm on “Concerts on the Square” event days.

- Maintain loading zone for Majestic Theatre. Additional details provided below.
- Maintain right turns from E Doty Street to S Pinckney Street during Wednesday Farmers' Market—every Wednesday from 8:00 a.m. to 2:00 p.m.

Wilson Street

- Wilson St (S. Carroll St to S. Pinckney St)
 - One lane to remain open at all times.
- E. Wilson St (S. Pinckney St to King St)
 - One lane open from Tuesday, May 28, 2024 to Monday, August 19, 2024.
 - May be fully closed to thru traffic starting Monday, August 19, 2024 thru Friday, October 25, 2024.
 - Within the King St, S. Butler St, and E. Wilson intersection, maintain all turning movements, except on to fully closed streets.
- 300 Block of E. Wilson St (S. Butler St to S. Hancock St)
 - One inbound (westbound) lane to remain open at all times.
 - One outbound (eastbound) lane to remain open at all times.
 - Contractor may create temporary two-way traffic on one side of the street (north or south) to facilitate concrete work by switching traffic over in the E. Wilson & S. Franklin St intersection.
- 400 Block of E. Wilson St (S. Hancock St to S. Franklin St)
 - One (westbound) lane to remain open at all times.
 - One (eastbound) lane to remain open at all times.
 - Contractor may create temporary two-way traffic on one side of the street (north or south) to facilitate concrete work by switching traffic over in the E. Wilson & S. Franklin St intersection.

Full Closure:

- E Wilson St from S Pinckney St to King St may be fully closed to thru traffic starting Monday, August 19, 2024 thru Friday, October 25, 2024
- Within the King St, S. Butler St, and E. Wilson intersection, maintain all turning movements. Temporary signals to be installed by the City of Madison.

Majestic Theatre E Doty Street loading zone requirements:

The Majestic Theatre has frequent music shows that require bands to load in and out heavy equipment into the East Doty Street door. Coordinate with Majestic staff to provide space adjacent to the north curb, somewhere between Pinckney Street and King Street for each band's loading/unloading. Majestic Theatre contact person is Lauren Toler, lauren@fpc-live.com, 262-719-6245.

Relocating the loading zone to a different street block will not be an acceptable solution. A current schedule of events is posted on The Majestic's website at: majesticmadison.com/calendar However, this is not a complete schedule as additional shows will be added.

On-street Parking Removal:

The existing on-street parking may be restricted within the project limits. Posting of temporary "No Parking" signs is the responsibility of the Contractor. To obtain "No Parking" signs, call John Villarreal, City Parking Utility, 608-267-8756. The temporary signs need to be in place at least 48 hours in advance of the parking removal and verified by City Parking Enforcement in order for vehicles to be towed.

109 E. Wilson Coordination:

Findorff Construction is working on a private development project located at 109 E. Wilson St. Findorff is currently occupying part of the street and will continue to occupy part of the street and/or right-of-way for the duration of this project. The reconstruction contractor selected by the City of Madison will need to coordinate traffic control needs, deliveries, and site access directly with Findorff. Contact Erik Ivers at eivers@findorff.com.

MGE Duct Bank Coordination:

MG&E will be replacing their Duct Bank on E. Doty St and W. Wilson St. Reconstruction contractor to coordinate traffic control needs and site access with MG&E and their sub-contractor. Contact Mark Bohm at MBohm@mge.com.

Wilson Street Parking Garage:

Contractor to coordinate parking garage driveway access with Glenn Hall. GHall@cityofmadison.com, 608-266-4744. Parking garage to remain open at all times. Doty St. driveway can only function as exit **OR** entrance. Doty St. driveway is shared with private parking for apartment building residents. Access to private parking for apartments to be maintained at all times. Access to Wilson St. driveway for parking garage to be maintained at all times.

Bicyclist Detours:

Phase 1:

Bicyclists to use full lane on Doty St with general traffic. Signing shall be provided to indicate as such.

Phase 2:

Contractor to set up bike detour for bicyclist using Doty St and current cycle track on Wilson. Detour as follows:

- EB bicyclists on W. Doty St to use NB Martin Luther King to EB E. Main St to SB King to EB E. Main St to SB Franklin St to existing off-street bike path. Franklin St to be converted to two-way counter flow bike facility.
- EB bicyclist on W. Wilson cycle track to use NB S. Carroll St to EB W. Doty St to NB Martin Luther King to EB E. Main St to SB King to EB E. Main St to SB Franklin St to existing off-street bike path. Franklin St to be converted to two-way counter flow bike facility.
- WB bicyclist on E. Wilson to use NB S. Franklin to WB E. Main St to SB S. Pinckney St to WB E. Wilson St to existing cycle track.

Special Events:

The following special events take place within or near the project limits:

Wednesday Farmers' Markets—closes and occupies the 200 block of MLK Jr Blvd each Wednesday from 8:00 a.m. to 2:00 p.m. Maintain access between Doty Street and MLK Jr Blvd and between Wilson Street and MLK Jr Blvd for the farmers' load in and load out.

Art Fair off the Square—closes and occupies the 200 block of MLK Jr Blvd from 5:00 p.m. Friday, July 12 thru 5:00 p.m., Sunday, July 14. Maintain access between Doty Street and MLK Jr Blvd and between Wilson Street and MLK Jr Blvd for the vendors’ load in and load out.

Ironman Half Triathlon (Saturday, September 7) and Full Triathlon (Saturday, September 8). Both events fully close Wilson Street at MLK Jr Blvd and occupies MLK Jr Blvd. No work to take place this weekend. The 200 block of MLK Jr Blvd closes on Wednesday, July 10 thru the weekend. Maintain full access to/from the 200 block of S Pinkney Street during this time.

Concerts on the Square — On “Concerts on the Square” event days, stop all active work for the day, on Doty Street, by 3:00 p.m. Maintain all turning movements at each intersection within the work zone. Concerts on the Square days are each Wednesday starting June 26 until July 31. If postponed due to weather, the event is held the following day, on Thursday, under the same schedule.

Metro Transit: Metro Transit will maintain regular Route 38 bus service on Doty Street and Wilson Street. Route 38 has one bus every 30 minutes in each direction.

Maintain access to temporary bus stops at the following locations:

- On eastbound Doty Street, nearside of MLK Jr Blvd intersection
- On westbound King St, far side of the Butler St intersection
- On eastbound King St, nearside of the Butler St intersection
- On westbound Wilson St, far side of MLK Jr Blvd intersection

Notify Metro Transit at least seven days in advance of starting street work or any changes to bus routes or relocations/closures of bus stops by emailing metronotice@cityofmadison.com . This advanced notice allows Metro Transit to publicize the route changes and post bus stop signs.

Portable, Changeable Message Signs (PCMS):

The following PCMS’s are required:

- Facing EB Doty St at S. between MLK Jr Blvd and Pinckney Street for seven days prior to start of construction – 7 Days.
- Facing WB E. Wilson at S. Franklin St for seven days prior to start of construction – 7 Days.
- Facing WB E. Wilson between Pinckney St and King St for 7 Days prior to full closure of the 100 block of E Wilson St – 7 Days
- Facing WB E Wilson Street, between King Street and Franklin Street at all times during the full closure – 84 Days

Contact Lukas Collins prior to placing message boards for specific messages to be displayed.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Lukas Collins, lcollins@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

An electronic, flashing arrow board is required for any traffic lane closure which requires drivers to merge into the adjacent traffic lane.

Emergency vehicle access shall be maintained at all times.

Maintain a pedestrian walk route on at least one side of each street at all times. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36.

Do not remove existing street signs. Contact Lukas Collins, lcollins@cityofmadison.com, (608) 261-9625, for sign removals at least 48 hours prior to needing signs removed. There is no charge to the Contractor for this service.

Maintain pedestrian movements crossing the construction zone at all intersections, except under direction of the Construction Engineer. Pedestrian crossings of intersections shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of temporary asphalt pavement or rubber mats to provide a flat, clearly defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area. Contractor shall place Temporary Pedestrian Barricades as directed in order to help direct pedestrians to any relocated temporary walkways and/or crossings.

Access shall be maintained to all driveways (5 or more parking stalls) at all times. Access to the City-County Building (commercial drive) must be maintained at all times as this driveway is used by police vehicles. Maintenance of access to commercial driveways is incidental to Maintenance of Traffic.

Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits.

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

Contact Lukas Collins, Traffic Engineering Division, lcollins@cityofmadison.com, 608-261-9625, with any questions concerning these traffic control specifications.

BID ITEM 10712 – TEMPORARY PEDESTRIAN BARRICADE

This contract includes 100 linear feet of undistributed Temporary Pedestrian Barricade to be used at the direction of the Construction Engineer.

BID ITEM 10801 – ROOT CUTTING – CURB AND GUTTER

This contract includes 100 linear feet of undistributed Root Cutting – Curb and Gutter to be used at the direction of the Construction Engineer. See plans for locations of no root cutting.

BID ITEM 10802 – ROOT CUTTING – SIDEWALK

This contract includes 100 linear feet of undistributed Root Cutting – Sidewalk to be used at the direction of the Construction Engineer. See plans for locations of no root cutting.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit, and has submitted a DNR Sanitary Sewer Submittal.

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work by **May 28, 2024**. 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 **NOVEMBER 8, 2024**. This contract also includes interim completion dates as noted below.

If the Contractor fails to complete all work by the specified completion date, Liquidated Damages will be enforced in accordance with Section 109.9 of these Special Provisions, and the Contractor shall also install temporary pavement, at no additional cost to the City, sufficient to reopen all lanes of traffic and all sidewalks for safe use and efficient maintenance operations including snow removal, and any remaining work shall be completed in the spring, once weather allows.

The Contractor shall complete all work along East Doty Street from Martin Luther King Jr. Blvd to King Street, including implementation of traffic control for detour before the end of the workday on Friday, August 16, 2024.

The Contractor shall complete all work along East Wilson Street from Martin Luther King Jr Blvd to South Pinckney Street before the end of the workday on Friday, August 16, 2024.

The Contractor shall complete all underground work and all work south of the median except pavement surface and final pavement markings along East Wilson Street from King Street to South Franklin Street before the end of the workday on Friday, August 16, 2024. The remaining work on these blocks shall be completed by Friday, November 8, 2024.

The Contractor shall not start major construction work on East Wilson Street from South Pinckney Street to King Street before Monday, August 19, 2024. Work on this block shall be completed by Friday, November 8, 2024. There are a few items of work that the Contractor would be allowed to perform before the August 19, 2024, start date, provided that traffic can be maintained as described. Those items are ULOs and water main related work. Any additional work that the Contractor might be interested in performing before the August 19, 2024, start date will require prior approval from the Engineer.

The Contractor shall notify the Engineer four (4) weeks in advance of the selected start date. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

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. If work cannot be completed prior to winter, liquidated damages will be counted up to November 15, 2024, or the last day of work in 2024, whichever is later, and will resume counting days on April 1, 2025.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by any of the 3 interim completion dates (1. E. Doty St.; 2. E. Wilson St. from MLK Blvd. to Pinckney St.; 3. E. Wilson St. from King St. to S. Franklin St.) noted under Prosecution of Work shall be \$600 per calendar day for each day that work is not completed by any of the interim dates for either location. In the event that the Contractor fails to meet multiple interim dates at the same time, the liquidated damages for each interim date missed will be summed until the necessary work is completed.

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 20140 – GEOTEXTILE FABRIC TYPE SAS NON-WOVEN

This item shall be used in locations of weak subgrade that needs undercut. This contract includes 1,500 S.Y. of undistributed Geotextile Fabric Type SAS Non-Woven to be used at the direction of the Engineer.

BID ITEM 20140 – GEOSYNTHETIC REINFORCEMENT FABRIC

This contract includes 500 S.Y. of undistributed Geosynthetic Reinforcement Fabric to be installed at the direction of the Engineer.

BID ITEM 20219 – BREAKER RUN

This contract includes 1,068 Tons of undistributed Breaker Run to be installed at the direction of the Engineer. It is assumed that sections of E. Wilson St. from Martin Luther King Jr. Blvd to S. Pinckney St. and from S. Hancock St. to S. Franklin St. will have to be undercut 1 foot and that material will be wasted. If it is confirmed by the Construction Engineer onsite that undercut will be needed, the Contractor shall place Breaker Run and Geotextile Fabric Type SAS Non-Woven in the undercut areas.

BID ITEM 20223 – PLANTING MIX TOPSOIL

This item shall be used only as the backfill material at sites with Terrace Support Systems. Installation of this material shall be performed as described on BID ITEM 90000 – TERRACE SUPPORT SYSTEM.

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT

Based on soil boring information, a section of concrete pavement base will be encountered along E Wilson Street, east of S Franklin St. The contractor shall remove all concrete pavement as necessary to install the full pavement structure as specified on the construction plans. The amount of concrete pavement removal included in this contract is estimated and no additional compensation shall be made to the contractor if the actual area discovered during construction is significantly higher than anticipated.

BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE

In addition to removal of concrete sidewalk and drive, this item includes removal of concrete terraces, concrete islands, and concrete median noses. Pavers that are removed and not salvaged shall also be paid under this bid item.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 30207 – TYPE ‘H’ CONCRETE CURB & GUTTER

This bid item includes variable curb head heights and gutter slopes, as noted on the plans and details. All Type ‘H’ concrete curb & gutter, standard or modified, shall be paid for under this bid item unit price.

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

Install Type ‘X’ Concrete Curb & Gutter at the locations indicated on the plans. This item includes both 30”, standard Type ‘X’, and 24” Type ‘X’ curb and gutter (modified Type ‘H’). Install Type ‘X’ curb and gutter per the standard details and appropriate construction details in the plans. All Type ‘X’ concrete curb & gutter, standard or modified, shall be paid for under this bid item unit price.

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

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

BID ITEM 40231 – ASPHALT DRIVE & TERRACE

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

BID ITEM 40308 – RAMPING SAS (UNDISTRIBUTED)

If a street is reopened to traffic prior to the surface layer of pavement being installed, this bid item shall be used to provide asphalt ramping around access structures. This item shall also be used when necessary to ramp the edge of gutter adjacent to curb ramps to provide ADA access through the project area when required. This item also includes removal of the ramping prior to surface paving.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 1,360 feet of new 8", 10", and 12" PVC SDR-35 sewer main and 646 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material

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

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

All sanitary sewer laterals 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.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1,292 feet of new storm sewer main of various sizes ranging from 12" to 30" circular diameter.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being

removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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.

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

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.

There are a large number of ULO's included with this project. It is recommended that the Contractor perform the ULO's early in the construction process to ensure enough time for the Design Engineer to perform any required revisions or coordinate private utility relocations.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction Latest Edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. 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 5 additional undistributed ULOs to be performed at the direction of the Engineer.

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The contractor shall install and maintain temporary support structures to keep lighting and signals operational during construction. The City of Madison Traffic Engineering Division will install temporary signals on contractor installed temporary support structures and existing signal poles as necessary. City crews will also install new permanent streetlight and traffic signal controller cabinets.

Streetlight circuits are to be maintained throughout the construction project. Existing streetlights are powered from a 120/240V circuit. Coordinate with City of Madison Electrical Section (266-4767), to ensure that lighting circuits have been rerouted prior to removing any existing light pole, base or conduits which have lighting circuits passing through.

Unless a traffic signal or streetlight pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

The Contractor will install new streetlight poles and wiring as shown on the plan. Contact Gretchen Avilés Piñeiro, gavilespineiro@cityofmadison.com for details on existing circuits within the project limits, existing service locations, streetlight and ped unit material information prior to pick up at TE Shop (1120 Sayle St) and installation.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Ed Smith at 266-9034) twenty-four (24) hours prior to picking up any materials.

ITEM	Quantity	
3/4" x 19" Anchor Bolts	6 sets of 4	for GR bases
3/4" x 19" Anchor Bolts	33 sets of 4	for LB-1 bases
1" x 40" Anchor Bolts	8 sets of 4	for LB-3R bases
1-1/4" x 48" Anchor Bolts	2 sets of 4	for LB-8R bases

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit and base construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown in S.D.D. 6.02 of the City of Madison Standard Specifications for Public Works Construction, latest edition. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced and the terrace is concrete, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering Inspector, each (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

Existing fiber optic conduit from Pinckney St to King St on the north side of E Wilson St shall be maintained for future communication purposes.

ARTICLE 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Tim Pearson. He may be contacted at (608) 266-6215 or tpearson@madisonwater.org.

The project consists of furnishing and installing primarily 4-inch, 6-inch, 8-inch, 10-inch, 12-inch, and 16-inch ductile iron water main and fittings on E. Wilson Street, S. Butler Street, King Street, S. Hancock Street, and E. Doty Street, within the project limits. The project also includes abandoning existing water main/structures and removing some existing water main. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized, and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Take all necessary precautions to protect newly installed main as well as the existing Madison Water Utility system and ensure its proper functioning during construction.

Any water service adjustments or relocations needed to existing water laterals required to accommodate proposed utility installations are considered to be incidental to the proposed utility installation.

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

Water Services Outages: General

Many apartments and businesses within the project limits are sensitive to water service outages in that service outages cause unusual hardship. Contact affected owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents. Specific requirements for advance outage notification and restrictions for their timing are noted in the sections below.

Water Services Outages: Additional Restrictions & Notification Requirements

The following customers/businesses have additional specific requirements:

- **Marigold Kitchen, 118 S. Pinckney Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: Clark (608)-220-0976 (cell phone)
 - Limit service outages to outside of 6AM-4PM, if possible

- **Johnny Delmonico's Steakhouse, 130 S. Pinckney Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: (608) 230-5800

- **Tavernakaya, 27 E. Main Street**

- Provide notification a minimum of two business days in advance of service outages
- Contact: (608) 286-1548
- **Great Dane Pub and Brewing Company, 123 E. Doty Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: Hayley (608) 284-0000
- **Majestic Theatre, 115 King Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: (608) 255-0901
- **Merchant Madison, 121 S. Pinckney Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: (608) 259-9799
- **City of Madison Municipal Building, 215 MLK JR BLVD**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: Stephen King (608) 698-9950
- **Madison & Dane City/County Building, 210 MLK JR BLVD**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: Bryan Cooper (608) 698-6789 bcooper@cityofmadison.com
Mike (608) 266-4350 collins.michael@countyofdane.com
Amanda (608) 283-1235 Depagter.amanda@countyofdane.com
- **Wisconsin Department of Administration, 101 E. Wilson Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: Shawn (608) 220-6846
 - Limit service outages to weekends, if possible
- **Hu-Tong, 410 E. Wilson Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: (608) 230-6567
 - Closed Tuesday
- **Nattspil, 211 King Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: (608) 285-9755
- **Little Palace, 225 King Street**
 - Provide notification a minimum of two business days in advance of service outages
 - Contact: (608) 229-6790
- **Urban Land Interests, 10 E. Doty Street**
 - Provide advanced notice ahead of any water shut offs to the following addresses:

15 E. Main St., 27 E. Main St., 118 S. Pinckney St., 130 S. Pinckney Street, 119 MLK JR Blvd., and 1 E. Main Street

- Urban Land Interests is the property manager to addresses listed above, and also has office within the same building.
- Contact: (608) 251-0706

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ARTICLE 702 MATERIALS

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

ARTICLE 703 CONSTRUCTION METHODS

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

Water Services Outages Restrictions & Notifications

Contact affected apartment and business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages **at night or on weekends as approved**. Sequence water main operations to **minimize outages to affected business owners and residents**.

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 70101 - FURNISH AND INSTALL STYROFOAM

Due to the new street grades being lower than existing, both chill water pipes will lose cover. The City identified an area in the plans in which the Contractor shall install Styrofoam due to the final cover being less than 4 feet. To confirm if additional areas will need Styrofoam, ULOs shall be performed by the Contractor in areas identified in the plans. If the result of the ULOs confirm that the final cover of the chill

water pipes will be less than 4 feet, the contractor shall also install Styrofoam in these areas. The Styrofoam boards shall be installed between the subgrade and the new bottom layer base course.

BID ITEM 90000 – TERRACE SUPPORT SYSTEM

This item shall be constructed and measured as described in Article 214 – TERRACE SUPPORT SYSTEM, of the City of Madison Standard Specifications for Public Works Construction, Latest Edition.

BID ITEM 90001 – DECOMPOSED GRANITE

DESCRIPTION

This bid item is to provide Decomposed Granite at all street tree locations adjacent to replacement of curb and gutter, and concrete terrace. The Decomposed Granite will replace the existing street tree grates. Locations and dimensions of the tree openings that will be filled with Decomposed Granite are identified in the plans. Provide uniform 4” depth to surface of tree opening. Full 4” depth may not be possible at all locations due to tree roots. Do not damage tree roots for installation of Decomposed Granite.

MATERIALS

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – ARCHAEOLOGY FIELD MONITORING OR INVESTIGATION

DESCRIPTION

There is a chance of finding human remains or archaeological materials during this project. To ensure compliance with the State Burial Site Preservation law, the Contractor shall provide a qualified Archaeologist to monitor critical phases of this project as required by the Wisconsin State Historic Preservation Office (SHPO), and as described in the SHPO project permit authorizing ground-disturbing activities within the archaeology site boundaries. City Engineering obtained the SHPO project permit. The hired Archaeologist shall be qualified as defined by the Secretary of Interior’s professional qualification standards (36 CFR 61, Appendix A), and shall be approved by the Wisconsin Historical Society. More information and a list of qualified archaeologists can be found at the link below. There is a list of qualified archaeologists for conducting research and a separate list of qualified archaeologists approved to excavate burial sites. The specific qualifications necessary for the hired archaeologist on this project is specified in the SHPO project permit.

<https://www.wisconsinhistory.org/Records/Article/CS2835>

The Contractor and the Archaeologist shall have the archaeological monitoring timeframe and coordination methods in place prior to the pre-construction meeting. The Archaeologist shall also attend the preconstruction meeting.

NOTE: Any place where human remains are buried are considered burial sites, subject to the State’s Burial Site Preservation law, Wis. Stat. § 157.70. Burial Sites are protected under this law. The

Contractor shall be responsible for compliance with the requirements of this Statute should human remains be discovered, and solely liable for the payments of penalties or fines imposed by any state or local agency, and for any violation of any state, or local law or regulation arising as a result of the Contractor's performance. The Contractor, or their agent, shall be fully conversant with Wis. Stat. § 157.70 and shall be expected to act in full conformance with that statute. If any human remains or archaeological materials are found, or unusual soils encountered during the project, all ground disturbing construction activities must cease.

The approximate locations of the Burial Sites in the project limits are as follow;

Intersection of E Wilson Street and Martin Luther King Jr. Blvd and intersection of E Doty St and Martin Luther King Jr. Blvd.

Any work within a 200 feet radius at both intersections that includes excavation cut, underground utility replacement, sidewalk, and terrace removal shall be monitored for the presence of cultural material.

The contractor shall coordinate with Archeologist on all excavation methods within the area of concern, including for any ULOs.

METHOD OF MEASUREMENT

Archaeology Field Monitoring or Investigation shall be measured as Lump Sum (LS) for compensation.

BASIS OF PAYMENT

Archaeology Field Monitoring or Investigation shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all travel, equipment, materials, tools, labor, and incidentals required to complete the work as defined in the description.

BID ITEM 90003 – FINAL ARCHAEOLOGY MONITORING REPORT

DESCRIPTION

The monitoring Archaeologist shall compile all recorded pertinent information and observations in a Final Report format acceptable to the Wisconsin Historical Society and the Wisconsin Department of Natural Resources. The Final Report shall be submitted to the Project Engineer within 3 weeks of concluding the field monitoring activities.

METHOD OF MEASUREMENT

This Bid Item shall be measured by Lump Sum (LS) for compensation.

BASIS OF PAYMENT

This Bid Item shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all travel, equipment, materials, tools, labor, and incidentals required to complete the work as defined in the description. In the event of delay in submitting the Final Archaeology Monitoring Report to the Project Engineer, the fixed, agreed, and liquidated damages due the City from the Contractor shall be assessed in the amount of \$100/day.

BID ITEM 90004 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new

pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel, base course, or rubber mat materials are not acceptable.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 6 feet, be located outside the immediate work area, as approved by the Engineer, and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary cross walk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90005 – TEMPORARY ASPHALT PAVEMENT

DESCRIPTION

This item includes all work, materials, equipment, hauling, and incidentals necessary to place temporary asphalt pavement where required to maintain traffic operations in accordance with these special provisions, as directed by the Construction Engineer. This item shall only be used in locations where it is necessary to maintain on-street vehicle and bicycle traffic. Pavement required to maintain crosswalks is included under the appropriate item.

The Contractor shall place temporary pavement to provide a safe, rideable, and maintainable surface. The pavement structure for the temporary asphalt pavement shall be a minimum of 3 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 removal of all temporary pavement. Removal of base course and grading shall be considered incidental to the Excavation Cut bid item.

METHOD OF MEASUREMENT

Temporary Asphalt Pavement will be measured by the Square Yard, 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 90006 – FLEXIBLE TUBULAR MARKER POST & SQUARE BASE

DESCRIPTION

This bid item includes all work, materials, equipment, and labor necessary to provide and install Flexible Tubular Marker Posts and Square Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs. The marker posts installed shall be 36” inches high, white, and have white reflective markings near the top.

METHOD OF MEASUREMENT

Flexible Tubular Marker Post & Square Base shall be measured as Each unit acceptably installed.

BASIS OF PAYMENT

Flexible Tubular Marker Post & Square Base will be paid at the contract unit price, which shall be full compensation for providing all materials, all work, equipment, and incidentals necessary to complete the work as provided in the description.

BID ITEM 90007 – PAVEMENT MARKING EPOXY, YIELD LINE TRIANGLE (2’X3’)

DESCRIPTION

Work under this item shall include the furnishing and application of yield line pavement markings as shown on the plans. The pavement markings shall conform to all aspects of the current edition of the Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 & Section 647 as they pertain to the bid items within this section, except for the measurement of items described in the following section, shall apply.

METHOD OF MEASUREMENT

Pavement Marking Epoxy, Yield Line Triangle (2’X3’) shall be measured by Each 24-inch x 36-inch pavement marking, acceptably installed, as shown on the plan.

BASIS OF PAYMENT

Pavement Marking Epoxy, Yield Line Triangle (2’x3’), as measured above, will be paid for at the contract unit price, which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90008 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, RETROREFLECTIVE WHITE BIKE AND ARROW SYMBOL WITH BIKE LANE GREEN BACKGROUND

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic pavement marking that consists of a white retroreflective symbol and bike lane green background for use on asphalt or Portland cement concrete pavement surfaces.

Each symbol including background shall be a minimum of 4 feet wide by 14 feet high.

Materials, construction methods, and performance requirements shall be in accordance with Article 608 of the City of Madison Standard Specifications for Public Works Construction, Latest Edition.

METHOD OF MEASUREMENT

Will be measured as each 4-foot wide by 7-foot high (minimum size) preformed thermoplastic symbol with green background installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each preformed thermoplastic symbol with background, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

BID ITEM 90009 – RELOCATE DRINKING FOUNTAIN

DESCRIPTION

This work consists of relocating the existing drinking water fountain located along the south side terrace of E. Wilson St. at the intersection with Martin Luther King Jr. Blvd. The relocation of the drinking fountain will be required to perform the installation of the new Cycle Track. The new location of the drinking fountain will be between the Cycle Track and the existing front of sidewalk. The exact location will be determined in the field by the Engineer. The Contractor shall provide a 2 week in advance notice of the work being performed. This work shall include all labor, materials, excavation, disposal of materials, and incidentals necessary to remove the drinking fountain and its foundation, modify all the water services connected to it, and installation to the new location. Removal and replacement of concrete sidewalk and terrace necessary to complete this work will be paid for under their respective bid items.

METHOD OF MEASUREMENT

Relocate Drinking Fountain will be measured per Each, acceptably installed.

BASIS OF PAYMENT

Relocate Drinking Fountain 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 90010 – TEMPORARY BUS STOP

DESCRIPTION

This special provision describes maintaining accessible bus stops within or adjacent to the construction zone as identified on the traffic control plans or as directed by the Engineer. Maintaining access to an existing bus stop area will be considered incidental to the work.

Temporary Bus Stops shall consist of maintaining a hard surface for the bus stop zone that's a minimum dimension of 8'x15', and the bus stop zone shall be designated and separated from the construction zone

with orange construction fencing. The hard surface may be on existing pavement, new pavement, or temporary surface material. The temporary bus stop zone shall also have a hard surface pedestrian route to connect directly to a crosswalk (existing, new, or temporary) or directly to an open sidewalk. If required due to the location of the temporary bus stop, installation of a temporary ramp may be required to meet ADA guidelines. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Installation of surface materials and fencing as necessary are included with this item.

MATERIALS

Where required, furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course or cold patch material is not acceptable. Temporary hard surface shall be used for the bus stop zone and where necessary to make a safe pedestrian connection.

Construction fencing shall be International Orange color, high-density polyethylene mesh (UV stabilized) conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

Fencing shall be mounted on conventional metal "T" or "U" shaped fence posts.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary surfaces for pedestrian routes shall have a minimum clear width of 5 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Fence posts shall driven to a minimum depth of 12 inches and spaced at a maximum of 6 ft., and the fencing shall extend completely to the ground. Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

The Contractor shall maintain the Temporary Bus Stops when disturbed by construction operations, weather or as necessary to keep the access in compliance with ADAAG. A bus stop or pedestrian route location may need to be adjusted as necessary to suit the selected construction methods, and the location adjustment shall be considered maintenance. Depending on the amount of disturbance, maintaining the temporary bus stop may require removing and relaying the material in the same location.

METHOD OF MEASUREMENT

Temporary Bus Stop will be measured as Each Temporary Bus Stop acceptably installed, maintained, and removed in a single location. If a temporary bus stop remains at the same location (serves the same stop/intersection) it will be considered a single location.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price, which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90011 - CRACK AND DAMAGE SURVEY

DESCRIPTION

This special provision describes conducting a crack and damage survey at 5 E. Wilson St., 15 E. Wilson St., 29 E. Wilson St., and 416 E. Wilson St.

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

CONSTRUCTION METHODS

Prior to any construction activities, the Contractor shall provide notice to residents of work to be completed and thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be submitted as a pdf document on USB flash drive.

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

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

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

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

MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 – RECONSTRUCT INLET

DESCRIPTION

Work under this item shall include removal of old inlet casting, lowering walls up to 12 inches, constructing a new roof to accommodate a standard R-1550-0054 City of Madison SAS casting (included as part of this item), and installation of new casting to the proposed grade. The new roof shall be constructed in to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction, Latest Edition. This item includes all materials, incidentals, and labor required to complete the work. This item includes the disposal of the existing casting and provision of a new sewer access structure casting.

METHOD OF MEASUREMENT

RECONSTRUCT INLET shall be measured as each structure reconstruction acceptable completed.

BASIS OF PAYMENT

RECONSTRUCT INLET shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

BID ITEM 90060 FURNISH & INSTALL #10 AWG LOCATE WIRE

DESCRIPTION

This special provision describes furnishing and installing #10 AWG locate wire by the Contractor.

MATERIALS

The Contractor will provide stranded, uncoated 10 Gauge Copper Wire conductors per ASTM-B3, ASTM-B787 and ASTM-B8 with color-coded Polyvinyl Chloride (PVC), heat and moisture-resistant, flame-retardant compound per UL-1063 and UL-8 insulation with a tough, polyamide, Nylon outer covering 0.100 mm in thickness.

The conductor shall be appropriate for use in wet or dry locations at temperatures not to exceed 90°C or not to exceed 75°C in oil or coolants.

CONSTRUCTION METHODS

The Contractor will be required to provide the personnel, tools, and equipment needed to install #10 AWG Locate Wire in existing conduit and contractor installed conduit as shown in the plans from Pinckney St to King/Butler St intersection on the north side along E Wilson St.

METHOD OF MEASUREMENT

Furnish & Install #10 AWG Locate Wire shall be measured by the linear foot, installed, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Furnish & Install #10 AWG Locate Wire will be paid for at the contract unit price, which is full compensation for all work, tools, personnel, equipment and incidentals required to complete the work in accordance with the description above.

BID ITEM 90061 FURNISH & INSTALL METERED ELECTRIC SERVICE & BREAKER PANEL

DESCRIPTION

This special provision describes furnishing, installing and obtaining necessary permits required by the utility company for a metered electrical service at the cabinet base.

MATERIALS

The Contractor shall furnish and install a single phase 200A or less, 120/208V Cold-Sequence (Switch-Fuse-Meter) approved by the utility company; and an outdoor rated electrical disconnect box. Utility company requirements for all equipment shall be met.

CONSTRUCTION METHODS

The Contractor shall obtain the electrical permits necessary for completing this work, including but not limited to the permits required by Building Inspection & Rehabilitation Unit of the City Department of Planning and Development.

The Contractor shall install two 5/8" x 8' copper ground rods, with 6' minimum horizontal spacing, connecting them with a No. 4 copper wire using ground clamps. Ground rods and connection wire shall have 30" minimum ground cover. No. 4 wire shall be continuous and extend up the outside of 2" G.S. conduit to control panel and connect to the ground buss on the main disconnect.

METHOD OF MEASUREMENT

Furnish & Install Metered Electric Service & Breaker Panel item shall be measured as each unit, completed in place, operational and accepted in accordance with the contract.

BASIS OF PAYMENT

Furnish & Install Metered Electric Service & Breaker Panel, measured as provided above, will be paid for at the contract unit price, which price shall be full compensation for furnishing and installing wire, ground rods, ground clamps, metered service, permits, meter, disconnect box, galvanized steel conduit and all labor, tools, equipment and incidentals necessary to complete this item and comply with all requirements by the electrical company.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

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 - 2024 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

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8735

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

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

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

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

E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8735

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

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

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

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

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

Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to 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.

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

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

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

Countersigned:

Company Name

Witness

Date

President

Date

Witness

Date

Secretary

Date

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

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

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

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

SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

**E. WILSON ST. AND E. DOTY ST. RECONSTRUCTION ASSESSMENT DISTRICT -
2023
CONTRACT NO. 8735**

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

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Surety Seal
 Salary Employee Commission

By _____
Attorney-in-Fact

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

Date

Agent Signature

The foregoing Bond has been approved as to form:

Date

City Attorney