

BID OF _____

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 8746

MUNIS NO. 14389

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>

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: mg

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING ASSESSMENT DISTRICT - 2024
CONTRACT NO.:	8746
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	03/18/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	03/21/2024
BID SUBMISSION (2:00 P.M.)	03/28/2024
BID OPEN (2:30 P.M.)	03/28/2024
PUBLISHED IN WSJ	03/14 & 03/21/2024

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.

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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

WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8746

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 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacement of sanitary sewer main, replacement of sanitary laterals, replacement of water main, replacement of storm sewer main and storm sewer structures, excavation, base preparation, curb and gutter, concrete medians, driveway aprons, sidewalk replacement, pulverize and shape, asphalt pavement, traffic signals, pavement marking and signing.

The length of the project for the work on West Washington Avenue between Broom Street and Fairchild Street is approximately 940 linear feet. The length of the project for the work on Henry Street between Main Street and West Washington Avenue is approximately 550 linear feet. The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

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

Access to Properties

The Contractor shall maintain access to all properties along West Washington Avenue between Broom Street and Fairchild Street, and Henry Street between Main Street and West Washington Avenue at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents of the properties 72 hours before any work is done that would partially or fully obstruct their driveways. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes. Maintenance of access to properties shall be considered incidental to the work being performed.

Existing Items to Remain

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

Coordination with Utilities

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

The City of Madison has underground lighting conduit, fiber duct (which is owned by the city and also contains private fiber lines), and TE fiber lines within the project limits. Significant conflicts with city fiber conduit may be encountered at the West Washington Avenue and Henry Street intersection due to proposed storm and sanitary pipes. Use the following contacts to resolve any potential conflicts:

Lighting Conduit: Chad Veinot, cveinot@cityofmadison.com

Fiber Duct: Taletha Skar, tskar@cityofmadison.com

TE fiber: Jerry Schippa, jschippa@cityofmadison.com

In addition to the public utilities, Supranet (underground), WIN LLC (underground), Lumen (underground), Mullins Group (underground), Verizon Wireless (underground), Charter (underground), MG&E Gas (underground), and MG&E Electric (overhead & underground) have facilities within the project limits.

Supranet has underground fiber lines within the project limits. Supranet crosses a proposed storm pipe at STA 210+25. All other known Supranet conflicts are with fiber lines running through City of Madison conduit. The Contractor shall contact Brad Stone, brads@supranet.net to resolve potential conflicts.

WIN LLC has underground lines within the project limits. WIN crosses and runs closely parallel to a proposed storm pipe at STA 126+50. All other known WIN conflicts are with fiber lines running through City of Madison conduit. The Contractor shall contact Todd Ellickson, todd.ellickson@wintechnology.com to resolve potential conflicts.

Lumen has underground lines within the project limits. Lumen crosses proposed sanitary pipe at STA 126+00 and proposed water main at STA 128+25. All other known Lumen conflicts are with fiber lines running through City of Madison conduit. The Contractor shall contact Richard Prescott, richard.prescott1@lumen.com to resolve potential conflicts.

Mullins Group has underground lines within the project limits. Mullins Group facilities are co-located with City of Madison TE fiber at the W Wash/Fairchild intersection. No conflicts are anticipated. The Contractor shall contact Jay Mullins, jay@mullinsgroup.com to resolve potential conflicts.

Verizon Wireless has facilities within the project limits. Known facilities are at the south corner of the West Wash/Fairchild intersection. No conflicts are anticipated. The Contractor shall contact Robert Lahrman, robert.lahrman@verizonwireless.com to resolve potential conflicts.

MG&E gas has gas facilities within the project limits. Gas lines cross proposed sanitary at STA 119+75 and proposed storm at STA 120+00. The Contractor shall contact Roger Ahles, rahles@mge.com to resolve potential conflicts.

MG&E electric has underground electric facilities within the project limits that may need to be relocated. The underground facilities cross proposed sanitary pipes at STA 122+50, STA 126+25, and STA 212+25, and storm pipes at STA 209+75 and STA 211+25. The Contractor shall contact Tony Sanfratello, asanfratello@mge.com to coordinate any relocation work.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

N Henry St and S Henry St may be closed to thru traffic at the project limits.

The work occurring on W Washington Ave shall occur in two phases. During Phase 1, the southeast side of W Washington Ave may be closed to traffic. Two-way traffic shall be maintained on the northwest side of W Washington Ave. During Phase 2, the northwest side of W Washington Ave may be closed to traffic. Two-way traffic shall be maintained on the southeast side of W Washington Ave. The Contractor can start with either phase.

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

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

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

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

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

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, reopening the road to through traffic for bus routing, and any change to bus stops. Madison Metro contact is MetroNotice@cityofmadison.com.

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

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

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

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-266-6585 or jnash@cityofmadison.com for questions on this spec.

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER

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

SECTION 108.2 PERMITS

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

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

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

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

SECTION 109.2 PROSECUTION OF WORK

Work under this contract may begin as early as June 3, 2024. Once work begins, all work under this contract shall be completed within **ONE HUNDRED TWENTY (120) CALENDAR DAYS or by October 11, 2024, whichever is sooner.**

If necessary, any cold weather protection for concrete work is incidental to concrete bid items.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date in 2024 three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

BID ITEM 50226 – UTILITY TRENCH PATCH TYPE III

This is a plan quantity to accommodate storm improvements outside the paving limits at the E corner of the Broom Street and West Washington Avenue intersection.

BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV

This quantity encompasses all utility trenches in this project under proposed asphalt pavement.

BID ITEM 40311 – PULVERIZE AND SHAPE

The removal of material shall be considered incidental to this bid item.

BID ITEM 20101 – EXCAVATION CUT

BID ITEM 20219 – BREAKER RUN

BID ITEM 40101 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)

BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC

It is assumed that 20% of West Washington Avenue between Broom Street and Fairchild Street, and Henry Street between Main Street and West Washington Avenue will have to be undercut and that material will be wasted. The contractor must place Geotextile Fabric Type SAS (non-woven) or Geosynthetic Reinforcement Fabric, 12" Breaker Run, Aggregate Base Course Gradation No. 1, and Aggregate Base Course Gradation No. 2 in undercut locations where directed by the construction engineer (undistributed).

BID ITEM 20204 – SELECT FILL

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

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 20401 – CLEARING
BID ITEM 20406 – GRUBBING

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

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 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.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Eric Cefalu. He may be contacted at (608) 243-5894 or ecefulu@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 705 feet of new 8" PVC SDR-35/SDR-26 sanitary sewer main and 56 feet of new 8" sanitary sewer lateral (761 feet total 8" PVC). 8" laterals shall be payable

under 8" PVC Sanitary Sewer Pipe (Bid Item 50301). The project shall also include installing approximately 13 feet of new 15" PVC SDR-35 sanitary sewer main.

ASTM D3034 SDR-35 and SDR-26 8" sewer main and lateral as called for on the plan set shall be payable under 8" PVC Sanitary Sewer Pipe (Bid Item 50301). 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 913 feet of new storm sewer main, with sizes ranging from 12" to 18" circular diameter. This includes installation of both Type 1 (RCP) and Type 2 (Pavement) storm sewer pipe.

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

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

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

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

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

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

This contract includes seven additional undistributed ULOs to be performed at the direction of the City Inspector and Engineer (five storm, two sanitary).

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Claudio Selva. He may be contacted at (608) 609-7356 or cselva@madisonwater.org

The project consists of water main improvements on West Washington Avenue, from the Broom St intersection to the Fairchild St intersection within the project limits.

The existing water main in this area consist of 6-in cast-iron pipe from 1882. A general outline of the work is as follows:

- Furnish and install new 12-in ductile iron water main and fittings as shown in the plans.
- Reconnect or replace existing services as shown in the plans.
- Abandon the existing water main with a series of “cut-off” points as shown in the plans.
- Abandon valve boxes on abandoned water main and curb boxes on any abandoned services.
- Adjust new valve boxes and hydrants to appropriate grades.

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 dysfunctional service components must be approved for adjustment, removal 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.

Services Outages: General

Many apartments and businesses within the project limits are sensitive to water service outages. Contact affected owners and/or managers before planning water service outages and schedule 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 are noted in the sections below.

Water Service Outage Restrictions

The following customers/businesses have additional specific requirements:

For all water service outages to HYATT PLACE HOTEL (333 West Wash Ave), they requested:

- Monday, Tuesday, or Wednesday as preferable days, between 10 am-4 pm
- No outages on weekends.

For all water service outages to UNITY POINT HEALTH (345 West Washington Building), they requested:

- Weekends as preferable days.

For all water service outages to METROPOLITAN PLACE (360 West Washington), they requested:

- Weekdays as preferable days.

All the restaurants in the 300 block may have special requests for the water service outages, the contractor should coordinate the best days with the customers to ensure minimal impact for these businesses.

Water Service Outage Notification Requirements

Customers/businesses that will have water service outages must be notified at least one calendar week in advance of the outage.

The following customers/buildings will be notified:

- 309 West Washington (CAPITOL WEST CONDOS)

Contact: Mary Volz at (414) 242-7526, mvolz@founders3.com

Maintenance, Nate Haines at (608) 571-9277

- 316 West Washington (HOVDE Properties)

Contact: Maintenance, Chris Shumway (608) 310-1989, cshumway@hovdeproperties.com

- 333 West Washington (HYATT PLACE HOTEL)

Contact: Melanie Malone at (608) 316-7271, melanie.malone@hyatt.com

Maintenance, Karl Louis at (608) 214-6574

- 345 West Washington (UNITY POINT HEALTH and others)

Contact: Building Facility Manager, Chris Johnson, (608) 642-2631

- 360 West Washington (METROPOLITAN PLACE)

Contact: Sara Phillips, Property Manager, sphillips@founders3.com, (608) 256-2200

Maintenance, Joe Clementi at (262) 977-1690

- 380 West Washington (METROPOLITAN APARTMENTS)

Contact: Owner, Cliff Fisher, (608) 213-2828

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

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 90001 – 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 shall 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, specifically at the West Washington Avenue and Henry Street intersection.

MATERIALS

Furnish a hard temporary surface material consisting of hot mix asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material, cold patch, or rubber matting is not acceptable.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 6 feet 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 shall require removing and relaying the material in the same location.

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Temporary Crosswalk Access, as measured 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 90002 – 12-INCH CONCRETE MEDIAN

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct the 12-inch Concrete Median as shown on the plans. This bid item includes the median nose as well as the median walk as detailed on sheet D-1. All work shall be performed per Part III of the City of Madison Standard Specifications.

MATERIALS

The 12-in Concrete Medians shall be composed of concrete conforming to Part III of the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

The 12-in Concrete Medians shall be measured in place by the square feet of surface area.

BASIS OF PAYMENT

The 12-in Concrete Medians, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90003 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS (UNDISTRIBUTED)

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs. Rev. 03/29/2017-7848specs_06262017.doc D-21

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90004 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES (UNDISTRIBUTED)

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90005 – CONCRETE PLANTER WALL

DESCRIPTION

This bid item includes all materials, equipment, labor, formwork and incidentals necessary to to install concrete planter walls per the plans, details and as herein provided.

Minimize the excavated area within the planter to only the area necessary for forming and pouring the new planter wall. The Contractor shall protect the existing landscaping to the extent possible, and the existing trees within the planter area are to be protected.

If existing base material is sufficient for placement of the new planter wall, re-compact the foundation. If new base is required, the Contractor shall prepare the subgrade and place and compact a minimum of 4 inches of gradation no. 3 base material as indicated on the details.

Form and place the new concrete planter wall per the details provided and per Part III of the Standard Specifications. All bars used for the planter wall shall be epoxy coated.

Backfill the planter wall with select fill, to the required level for placement of engineered soil (paid separately) and placement of bark mulch (paid separately).

METHOD OF MEASUREMENT

Concrete Planter Wall shall be measured by the linear foot along the exterior (street or sidewalk side) bottom edge.

BASIS OF PAYMENT

Concrete planter wall, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for excavating and preparing the foundation; installation of base material, backfilling and disposing of surplus material or select backfill; for forming, placing, finishing, protecting, and curing; and restoring the work site and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90006 – REMOVE CONCRETE PLANTER WALL

DESCRIPTION

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove concrete planter walls per the plans, details and as herein provided.

At the locations indicated on the plans, the Contractor shall remove concrete planter walls to the full depth of the wall. Remove the wall per Article 203 of the Standard Specifications. Sawcut as necessary to prevent damage to existing items that are to remain.

METHOD OF MEASUREMENT

Remove Concrete Planter Wall shall be measured by the linear foot along the exterior bottom edge.

BASIS OF PAYMENT

Remove Concrete Planter Wall, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing planter wall, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90007 – BARK MULCH

DESCRIPTION

This work shall consist of furnishing and installing bark mulch as shown on the plans and details, and as herein provided.

MATERIALS

Provide shredded hardwood mulch that is a natural brown color and is free of any chemically treated wood or other deleterious substances. Bark mulch shall be shredded finely to be free of any pieces larger than 4 inches.

CONSTRUCTION

Place bark mulch at the locations and to the depths indicated on the plans and details. Rake mulch such that it is even and does not bury any existing landscaping that is to remain. Ensure that mulch won't overtop or be washed out from within the planter bed.

METHOD OF MEASUREMENT

Bark Mulch shall be measured by the Square Yard, lightly compacted and accepted in place.

BASIS OF PAYMENT

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

BID ITEM 90020 –FURNISH AND INSTALL #10 CONDUCTOR

DESCRIPTION

This special provision describes furnishing and installing #10 conductors for grounding purposes from the traffic signal controller base to each traffic signal base with 6-ft of slack in the controller cabinet and 15-ft of slack at each base without a trombone arm, and 50-ft of slack at each base with a trombone arm.

MATERIALS

Furnish solid copper conductor traffic signal cables conforming to IMSA Specification Number 20-1. Provide wire size and number of conductors as the plan show.

For wiring that extends from the terminal strip in each signal head to the mounting base, use an IMSA, 20-1 cable, 14 AWG 5, 7, 9 or 12 conductor as required.

CONSTRUCTION

Cable shall be installed in continuous lengths without splices from the traffic signal control cabinet to each base containing a traffic signal display. Splices of cables will be permitted only in electrical handholes or handholes in poles, pole bases, or as otherwise provided in the plans.

METHOD OF PAYMENT

The department will measure Cable Traffic Signal wires by the linear foot, acceptably completed, measured from the traffic signal control cabinet to each base containing traffic signal heads.

BASIS OF PAYMENT

The department will pay for measured quantities at the contractor unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV90020	FURNISH & INSTALL #10 CONDUCTOR	LF

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90021 –FURNISH AND INSTALL PEDESTAL BASE

BID ITEM 90022 –FURNISH AND INSTALL TRAFFIC SIGNAL POLE, STANDARD 15-FT

DESCRIPTION

This special provision describes furnishing and installing traffic signal standard poles 15-ft, and pedestal bases.

MATERIALS

Furnish and install 15-ft traffic signal standard aluminum poles per WisDOT standard specification 657.

Furnish and install pedestal bases per WisDOT standard specification 657.

CONSTRUCTION

Construct according to standard spec 657.

MEASUREMENT

The department will measure Furnish and Install Traffic Signal Pole, Standard 15-ft and Furnish and Install Pedestal Base, by the each acceptably completed.

PAYMENT

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV90022	FURNISH AND INSTALL TRAFFIC SIGNAL POLE, STANDARD 15-FT	Each
SPV90021	FURNISH AND INSTALL PEDESTAL BASE	Each

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90023 –TRAFFIC SIGNAL HEADS 12-INCH, 3-SECTION VERTICAL

BID ITEM 90024 –16-INCH PEDESTRIAN WITH COUNTDOWN

DESCRIPTION

This special provision describes furnishing and installing vehicle and pedestrian signals with LED indications in accordance to the standard specifications and these special provisions, with mounting hardware and backplates.

MATERIALS

Furnish circular and arrow LED modules from the department’s approved product list and conforming to ITE VTCSH-LED.

Furnish state approved 16-Inch Pedestrian LED Full Hand/Full Man Overlay Module with Countdown conforming to ITE VTCSH-LED.

Provide all pedestrian signals with tunnel visors in place of z-grate specified by state DOT.

Provide all vehicle signals with cutaway visors.

Provide snow-shedding shield on each signal indication on all signals mounted on monotube arms or trombone arms. The shield shall be impact resistant polycarbonate, designed and installed specifically to reduce snow accumulation, while not allowing water to enter or reside in the signal unit. If there are not any far side signals on monotube arms or trombone arms, then install snow-shedding shields on each signal indication of the far right signal.

Pedestrian countdown timers shall have a control wire so that when 120V AC current is applied, the timer will immediately go dark. This control wire shall be wired back to the signal control cabinet.

Make all vehicle and pedestrian signal heads with polycarbonate material, UV stabilized, with color impregnated in the material. All features and performance shall meet the requirements outlined in the latest revision of the Institute of Transportation Engineers' publication, "Adjustable Face Vehicular Traffic Control Signal Heads" The front face and all visors (inside and outside) shall be flat or semi-gloss black. All other exterior parts shall be Federal Highway yellow. Use only exterior hardware made of stainless steel.

Provide a 5-in wide black band around the signal head backplates for 12-in vehicular signal heads. Make the backplates with an approved black rigid material, such as vacuum formed ABS plastic. Match the backplates to the signal heads being furnished under this bid, equipped with all necessary holes, mounting devices. Use only stainless steel mounting hardware.

Mounting hardware for all vehicle and pedestrian signals shall be considered incidental to this bid item. Backplates for vehicle indications shall be considered incidental to this bid item.

CONSTRUCTION

Construct according to standard spec 658.

Mount all traffic signal heads so that the bottom of pole mounted signals are at 7-ft above the sidewalk.

MEASUREMENT

The department will measure Traffic Signal Heads 12-Inch (Description) by each individual unit, acceptably completed.

PAYMENT

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV90023	Traffic Signal Heads 12-Inch, 3-Section Vertical	Each
SPV90024	Traffic Signal Heads 16-Inch, Pedestrian with Countdown	Each

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90025 – FURNISH AND INSTALL ACCESSIBLE PEDESTRIAN SIGNAL BUTTON

DESCRIPTION

This special provision describes furnishing and installing a 3-wire Polara Accessible Pedestrian Signal button on TS1.

MATERIALS

Furnish 3-wire iDS (ped unit control) Polara APS button equipped with audio files and all mounting and wiring necessary for operation.

CONSTRUCTION

Contractor shall install APS button on TS1 pole mounted no less than 3.5 feet and no more than 4 feet above the sidewalk.

Contractor shall demonstrate the APS button is equipped with the correct audio file for crossing West Washington Avenue.

Wait message shall be "Wait to cross West Washington at Henry, Wait."
Walk message shall be "The Walk sign is on to cross West Washington."

The button shall come with a 9" by 12" sign mounted to the button. The sign shall be consistent with the R10-3e sign as specified in the Manual of Uniform Traffic Control Devices.

METHOD OF PAYMENT

The department will measure Furnish and Install Accessible Pedestrian Signal by the each, acceptably completed.

BASIS OF PAYMENT

The department will pay for measured quantities at the contractor unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV90025	FURNISH & INSTALL ACCESSIBLE PEDESTRIAN SIGNAL BUTTON	EACH

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90026 –TEMPORARY INTERSECTION CONTROL (HENRY & WEST WASHINGTON)

DESCRIPTION

This special provision describes furnishing, installing, maintaining, removing and restoring intersection control including existing signal operation at Henry & West Washington.

MATERIAL

Contractor shall submit temporary all way stop intersection control plan to the city of Madison traffic engineering (Jerry Schippa jschippa@cityofmadison.com) for approval. Furnish and install all way stop control signs per approved intersection control plan.

Plan shall show stop sign placement, temporary lane configuration, and message boards. Stop signs shall be equipped with two orange flags per stop sign. Stop signs shall be mounted at a minimum height of 7-ft above the pavement.

CONSTRUCTION

Contractor shall furnish, install, and maintain stop signs in accordance to the Manual of Uniform Traffic Control Devices.

Contractor shall use message boards on each West Washington approach, within one block of the existing signal, to inform drivers of the change from traffic signal control to all way stop for at least 7 calendar days prior to the intersection control change.

Notify City of Madison, Chad Veinot, 7 days prior to removing the traffic signal from operation. Contractor shall be responsible for bagging unused traffic signal heads under this item. City of Madison shall shut off traffic signal from the existing signal cabinet.

Upon completion of the project, the contractor shall notify City of Madison (Chad Veinot) at least 48-hrs prior to removing the temporary all way stop and restoring traffic signal operation. Contractor shall remove bags over traffic signal heads, City of Madison shall turn on traffic signal from the cabinet.

Contractor is responsible for all way stop maintenance and coordination with any and all lane shifts and traffic control phasing to maintain the all way stop intersection control until the traffic signal can be turned on.

MEASUREMENT

The department will measure TEMPORARY INTERSECTION CONTROL (HENRY & WEST WASHINGTON) by the lump sum acceptably completed.

PAYMENT

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV90026	TEMPORARY INTERSECTION CONTROL, HENRY & WEST WASHINGTON	LS

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90027 –TEMPORARY INTERSECTION LIGHTING (HENRY & WEST WASHINGTON)

DESCRIPTION

This special provision describes furnishing, installing, maintaining, removing and restoring wood poles, electrical wire lighting, 14-3 type UF cable according to standard spec 655 and these specifications in order to maintain intersection lighting at the intersection of Henry & West Washington per plans.

MATERIAL

1. Street Light Conductors

Furnish and install type UF cable with ground including the number and size of conductors as the plans show and in accordance with the City of Madison standard specifications. Use cable conforming to ANSI/UL 493.

2. Wood Poles

Furnish and install wood poles in accordance with WisDOT 661 Wood Poles Class 4 specifications. Including any and all Guy, Span, and Messenger wire necessary to provide temporary street lighting as shown on plans and in accordance with WisDOT 661.

3. Luminaires

Furnish & Install luminaire arms and luminaires at WP1 conforming to the pertinent requirements of standard spec 657 and 659. The luminaire shall be 150-watt LED, full cutoff and shall be furnished with photo electric cells to turn the luminaire on and off.

CONSTRUCTION

Furnish and install one cable to each LED luminaire from base of pole to the luminaire.

At locations where existing luminaires are to be maintained (SL715, SL705), the contractor shall make temporary connections to maintain existing lighting during construction.

Contractor shall re-connect permanent conductors to complete the existing street light circuit prior to removing temporary streetlights.

MEASUREMENT

The department will measure TEMPORARY INTERSECTION LIGHTING, HENRY & WEST WASHINGTON by the lump sum acceptably completed.

PAYMENT

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV90027	TEMPORARY INTERSECTION LIGHTING, HENRY & WEST WASHINGTON	LS

Payment is full compensation for furnishing and installing all materials, and for furnishing all equipment and incidentals necessary to complete the work.

BID ITEM 90030 –RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED)

DESCRIPTION

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90031 – REMOVE CLEANOUT

DESCRIPTION

Work under this item shall include the removal of existing sanitary sewer cleanout as shown on the plan set. Incidental to this bid item shall be the disposal of the cleanout at a location off site by the Contractor. Abandonment or Removal of the sewer main or lateral shall be paid for separately.

This work shall be completed in accordance with Article 203.2 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

REMOVE CLEANOUT shall be measured as each completed unit.

BASIS OF PAYMENT

REMOVE CLEANOUT shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work set forth in the description.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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:

WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8746

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:

WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8746

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.

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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:

**WEST WASHINGTON AVENUE AND HENRY STREET RESURFACING
ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8746**

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