

BID OF _____

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

OLIN WASTE TRANSFER DROP-OFF

CONTRACT NO. 9318

MUNIS NO. 14023

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>

**OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO. 9318**

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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: rw

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:	OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO.:	9318
SBE GOAL	11%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	March 6, 2025
VIRTUAL BID-TALK (9:30 A.M.)	February 20, 2025
PRE-BID WALK THRU (ON SITE) (11A.M.-12:00 P.M.)	February 26, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	March 6, 2025
BID SUBMISSION (2:00 P.M.)	March 13, 2025
BID OPEN (2:30 P.M.)	March 13, 2025
PUBLISHED IN WSJ	2/13, 2/20, 2/27 & 3/6/2025

PRE-BID CONFERENCE: The City of Madison is conducting the following project information sessions for this project:

- A virtual project “**Bid Talk**” on **Thursday, February 20, 2025 at 9:30am**. This virtual meeting will be conducted as a project overview. Please visit our project web site to register and receive the link for this meeting. <https://www.cityofmadison.com/engineering/projects/olin-waste-transfer-waste-drop-off-site>
- A Pre-Bid Walk Through session for this project located at the Olin Transfer Station, 121 E. Olin Ave. on Wednesday, February 26, 2025 from 11:00am to 12:00pm.
 - Refer to Special Provisions Section 102.8 for additional information.

REQUEST FOR SUBSTITUTIONS: Any requests for product or equipment substitution shall be submitted directly to the Project Architect and the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have “**Contract 9318 – Request for Substitution**” in the subject line.

All requestors shall review Specification 00 43 25 Substitution Request Form (During Bidding) prior to submitting their substitution request.

- All requests for substitution shall meet one of the three criteria in Section 1.1.B of the specification. Requests that do not meet the criteria will not be considered.
- All requests for substitution shall be complete in a single PDF document as described in Section 3.1 of the Specification. Requests that do not provide sufficient information, multiple documents, etc. will not be considered.
- Sales solicitations (including solicitations of products or equipment that are not in the plans and specifications) and requests to other than the City Project Manager will not be considered.

The **deadline** for receiving substitution requests shall be **3:00 PM on Friday, February 28, 2025**. No additional substitution requests will be received after this deadline.

All approved substitutions shall be published in the form of an addendum.

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager via email.

- See the contract contact information at the end of Section D-Special Provisions for names and email addresses.
- Emails shall have “**Contract 9318 - Questions and Clarifications**” in the subject line.

The **deadline** for receiving questions and clarifications shall be **3:00 PM on Friday, February 28, 2025**. No additional questions or requests for clarifications will be received after this deadline.

All responses shall be published in the form of an addendum.

PUBLISHING ADDENDUMS: The City of Madison shall publish bidding addenda as needed during the bidding period. The last addenda (if needed) shall be published on or before **2:00 PM on Thursday, March 6, 2025** to give all contractors sufficient time to review the addenda before bids are due. The City of Madison reminds all General Contractors you that you must acknowledge having read all addenda when submitting your bid. Failure to acknowledge all addenda shall disqualify your bid.

PREQUALIFICATION CATEGORIES:

- 201 - Asphalt Paving
- 240 - Grading and Earthwork
- 246 - Ecological Restoration
- 275 – Sanitary, Storm Sewer, and Water Main Construction

Construction estimate for this project is \$2,493,000

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.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 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 <https://www.cityofmadison.com/civil-rights/contract-compliance>.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO. 9318**

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

**OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO. 9318**

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

OLIN WASTE TRANSFER DROP-OFF CONTRACT NO. 9318

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.1: PREQUALIFICATION OF BIDDERS

The bidder for this contract must be pre-qualified in at least one of the following categories:

- 240 - Grading and Earthwork
- 275 – Sanitary, Storm Sewer, and Water Main Construction

Ecological restoration work must be completed by a Subcontractor prequalified under category 246 – Ecological Restoration. Work to be performed by prequalified category 246 – Ecological Restoration shall include bid items 20707, 20712, 90002, and 90010.

SECTION 102.4 PROPOSALS

This bid consists of a BASE BID and ALTERNATE SCOPE OF WORK #1 (Bid Item 90021 and subsequent sub-items/components).

- The BASE BID shall consist of all work and materials associated with the base plan including fill, topsoil and seeding in the Water Utility Fleet Parking Area.
- The ALTERNATE SCOPE OF WORK #1 (Bid Item 90021 and subsequent sub-items/components) shall consist of a subtotal for all items associated with paving the Water Utility Fleet Parking Area

The Contractor must do all of the following:

- Provide a unit price for all bid items
- Provide a total bid for all bid items
- Provide a SUB-TOTAL of all BASE BID items
- Provide a SUB-TOTAL of ALTERNATE SCOPE OF WORK #1 (Bid Item 90021 and subsequent sub-items/components)
- Provide a GRAND TOTAL of the BASE BID plus ALTERNATE SCOPE OF WORK #1 (Bid Item 90021 and subsequent sub-items/components)

The contract shall be awarded to the lowest bidding contractor in the following manner:

- Prior to bid opening the City will establish a Construction Budget Dollar Value (CBDV) for the overall project.
- The City will award the contract based on the Grand Total of the Base Bid plus ALTERNATE SCOPE OF WORK #1 (Bid Item 90021 and subsequent sub-items/components) if lower than the CBDV.
- If the Grand Total exceeds the CBDV the City will award the contract based on the Sub-Total of the Base Bid Items only.

The City shall have the right to proceed or not proceed with any alternate regardless of how the bid was awarded.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

SECTION 102.8 **EXAMINATION OF SITES OF WORK**

The City of Madison is conducting the following project information sessions for this project:

- A virtual project “Bid Talk” on Thursday, February 20, 2025 from 9:30am. This virtual meeting will be conducted as a project overview, general information, and answering contractor questions as needed. Please visit our project web site to register and receive the link for this meeting: <https://www.cityofmadison.com/engineering/projects/olin-waste-transfer-waste-drop-off-site>
- A Pre-Bid Walk Through session for this project located at the Olin Transfer Station, 121 E. Olin Ave. on Wednesday, February 26, 2025 from 11:00am to 12:00pm. This is an active Public Work site with heavy truck traffic, High-Vis equipment is required. Contractors attending the walk-thru should park their vehicles adjacent to the white domed fabric structure behind the large blue transfer station. See Appendix B at the end of these Special Provisions for a general location map.

SECTION 102.9 **BIDDERS UNDERSTANDING**

All Contractors are reminded that this is a Public Works contract for the City of Madison and is exempt from State Sales Tax. Refer to Section 102.9 of the City Standard Specification for Public Works for a complete definition of the exemption and Specification 00 62 76.13 in Exhibit B for more information.

ARTICLE 103 **AWARD AND EXECUTION OF THE CONTRACT**

The bidder must completely fill in the unit price and total bid for each bid item shown on the proposal page and provide the grand total at the bottom of the page.

After the initial bid advertisement and prior to bid opening the City will establish a Construction Budget Dollar Value. This contract shall be awarded to the lowest bidder whose grand total bid is below the Construction Budget Dollar Value.

The City shall have the right to reject all bids regardless of the value of the bids submitted.

The Awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (1600 Emil St) prior to **12:00pm on Thursday, April 17, 2025**. Delays in turning in the required completed contract documents will not adjust the project completion date.

Payment and Performance Bonds shall be dated no sooner than Wednesday April 16, 2025.

ARTICLE 104 **SCOPE OF WORK**

This single contract is for work being done simultaneously on two adjacent city properties:

- The installation of a Public Waste Drop Off-site and other related yard improvements at the Streets Division Waste Transfer Station located 121 E. Olin Ave.
- The installation of a service road for the waste drop-off site and additional outside fleet vehicle parking at the Madison Water Utility located at 119 E. Olin Ave.

The scope of work as detailed in the plans and specifications shall include but not be limited to all of the following:

- Excavation and removal of clean fill, waste fill, existing bituminous paving and other related materials as needed for new base layers and paving.
- New asphalt paving and pavement markings.
- Concrete pad and electrical service for an electric chipping/grinding machine.

Speed limits, erosion control, and street sweeping will be adhered to at all times.

SECTION 104.2 **INTENT AND COORDINATION OF CONTRACT DOCUMENTS**

The contract documents are complimentary of each other and consist of all of the following:

- The City of Madison Standard Specifications for Public Works Construction, 2025 Edition
- These Special Provisions
- All Addendums to the bidding documents
- Exhibit A: Plan Set
- Exhibit B: Technical Specifications
 - 00 62 76.13 Sales Tax Form
 - 01 26 13 Request for Information (RFI)
 - 01 26 46 Construction Bulletin (CB)
 - 01 26 57 Change Order Request (COR)
 - 01 26 63 Change Order (CO)
 - 01 29 76 Progress Payment Procedures
 - 01 31 13 Project Coordination
 - 01 31 19 Project Meetings
 - 01 31 23 Project Management Website
 - 01 32 16 Construction Progress Schedules
 - 01 32 19 Submittals Schedule
 - 01 32 23 Survey and Layout Data
 - 01 32 26 Construction Progress Reporting
 - 01 32 33 Photographic Documentation
 - 01 33 23 Submittals
 - 01 45 16 Field Quality Control Procedures
 - 01 45 29 Testing Laboratory Services
 - 01 50 00 Temporary Facilities and Controls
 - 01 60 00 Product Requirements
 - 01 71 23 Field Engineering
 - 01 74 13 Progress Cleaning
 - 01 74 19 Construction Waste Management and Disposal
 - 01 76 00 Protecting Installed Construction
 - 01 77 00 Closeout Procedures
 - 01 78 13 Completion and Correction List
 - 01 78 36 Warranties
 - 01 78 39 As-Built Drawings
 - 32 31 13 Chain Link Fences and Gates
- Exhibit C: Eradication Requirements
- Exhibit D: Soils Boring Report

SECTION 105.5 **INSPECTION OF WORK**

The Contractor shall be responsible for coordinating all required regulatory inspections associated with items and installations during the execution of this contract.

CGC, Inc. is under contract with the City of Madison for earthwork and pavement testing services related to this contract. **The Contractor SHALL NOT include these testing services in their bid.**

The Contractor shall provide access to all of the work associated with this contract to the staff and consultants of the City design team.

The Contractor shall be aware that additional City staff shall review work for quality control compliance to the City Standard Specifications for Public Works. QC reviews are in addition to any code required inspections under various permits. QC review may require higher levels of materials and workmanship under the City Standard Specifications for Public Works than what is typically required by Building Inspection for code compliance. These reviews shall include but not be limited to

excavation, base, paving, storm, sanitary, water, existing landfill piping and gas extraction systems, and building installations.

The Contractor shall also be aware that work is on and adjacent to the former Olin Landfill which is regulated by the Wisconsin Department of Natural Resources. Deviation from plans and specifications will not be permitted without a complete review and written approval by the WDNR and its field inspectors.

SECTION 105.6 **CONTRACTORS RESPONSIBILITY FOR WORK**

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

All Contractors have a responsibility to review all contract documents noted in Section 104.2 above. No Contractor shall assume that information shown incorrectly on plans for other trades is not their responsibility.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents for clarification of the bid documents, by addendum, prior to the bid due deadline.

Any Contractor who identifies such a discrepancy after the contract has been awarded shall immediately notify the City Project Manager of the discrepancy through the RFI (Request For Information) process for clarification prior to ordering materials and or beginning work.

SECTION 105.7 **CONTRACT DOCUMENTS**

The Contractor shall submit the following documents prior to beginning work on any of the associated activities. Once approved by the Project Engineer, these submittals shall be considered contract documents, to which the Contractor shall adhere. Additional submittal requirements are listed within Article descriptions or individual bid items.

- HERBICIDE SUBMITTAL (BID ITEMS 90002 AND 90010)

SECTION 105.12 **COOPERATION BY THE CONTRACTOR**

The Contractor shall review the site plan for site constraints and adjust his/her bid according to those constraints.

Public Works Yard Access

The Contractor shall contain construction activities within the project limits indicated in the plans and specifications to ensure that daily operational access within the public works yard is maintained.

Temporary Facilities and Controls

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, power, etc. as necessary for this contract. Temporary facilities shall include any fuel or service required to operate or maintain the temporary facility. Review Specification 01 50 00 Temporary Facilities and Controls.

SECTION 105.13 **ORDER OF COMPLETION**

The Contractor shall be responsible for all means and methods associated with scheduling the completion of all work related with this

The Contractor shall not bury any below grade work including pavement base layers until the below grade work has been properly inspected or tested as required.

SECTION 105.15 SUBSTANTIAL COMPLETION

The Contractor shall refer to Specification 01 77 00 Closeout Procedures for definitions and procedures related to Substantial Completion.

The Certificate of Substantial Completion will be issued at the substantial completion and acceptance of all items, excluding plant installation and bioinfiltration maintenance in accordance with Article 105.15 of the Standard Specifications for Public Works Construction.

SECTION 105.16 GUARANTEE

The Contractor shall guarantee the work performed under this contract for a period of one year from the date of Certificate of Substantial Completion against defects in workmanship or materials, all in accordance with Section 105.15, "Substantial Completion." If any defect should appear during the guarantee period, the Contractor shall make required replacement or acceptable repairs of the defective work at the Contractor's expense. This expense includes total and complete restoration of any disturbed surface to original or better than original condition which existed before the repairs or replacement, regardless of improvements on lands where the repairs or replacement is required.

The Payment and Performance Bond shall remain in force during this guarantee period. This guarantee is in addition to any other rights and remedies the City may have.

Plants shall be guaranteed from the time of planting until the December 5, 2026. No additional warranty for plants shall be held after December 5, 2026. The Payment and Performance Bond shall be released after completion of BID ITEM 90010 and the Contractor guarantee.

SECTION 108.2 PERMITS AND LICENSING

The City of Madison has made application and paid for all building plan reviews and permit applications. The GC and their sub-contractors shall be responsible for making required appointments to pick up their permits.

Where a fee covers initial inspections associated with the permit the Contractor shall be responsible for paying for any fees associated with re-inspections.

The City Project Manager through the Parking Lot and Site Review process has already secured the following Permits. The General Contractor shall not make application for the permits and shall not include any fees for them in their bid:

- City of Madison Erosion Control Permit
- City of Madison Storm Water Management Permit
- Wisconsin Department of Natural Resources WRAPP Permit

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the Start Work Letter is received. It is anticipated that the start work letter shall be issued on or about April 28, 2025.

The contractor shall refer to Exhibit B, Specification 01 77 00 Closeout Procedures, Section 1.3 for definitions related to project completion. The Contractor shall have reached a level of **Construction Closeout - NO LATER THAN Friday December 5, 2025**. All of the following shall have been completed by this date:

- Certificate of Substantial Completion

- All construction, with the exception of plant installation and bioinfiltration maintenance shall be complete by December 5, 2025.
 - If the bioinfiltration basin is complete before October 1, 2025. All plants shall be installed by October 15, 2025.
 - If the bioinfiltration basin is complete after October 1, 2025. All plants shall be installed in spring 2026. Spring plant installation shall be complete by June 15, 2026.
- Bioinfiltration maintenance per bid item 90010 shall continue until December 5, 2026.

SECTION 109.9: LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages for failure to complete all construction, except plant installation and maintenance **by December 5, 2025** shall be assessed in accordance with amounts listed in Article 109.9 Liquidated Damages of the latest edition of the Standards Specifications for Public Works Construction.

SECTION 109.14 MOBILIZATION

Only one Mobilization (see City Standard Specifications for Public Works) shall be permitted for this contract. Additional mobilizations shall not be permitted due to weather, contract scheduling, material/equipment deliveries and other similar reasons.

SECTION 202.3(c) SPECIAL COMPACTION

See City of Madison Standard Specifications for Public Works Contracts for more complete information.

CGC, Inc. is under contract with the City of Madison for earthwork and pavement testing services related to this contract. **The Contractor SHALL NOT include these testing services in their bid.**

Compaction shall meet the requirements specified in the City Standard Specifications:

- All compaction shall be completed with vibratory type equipment. Compaction by ramming using a backhoe bucket will not be permitted.
- The Contractor shall be responsible for contacting CGC for all compaction testing, asphalt and concrete sampling, and other testing services as required in the City Standard Specifications.
- Any work completed and not properly witnessed by CGC shall be removed, replaced, or recompacted as needed at the contractors expense.

ARTICLE 210 Erosion Control

See City of Madison Standard Specifications for Public Works Contracts Article 210 for more complete information.

The Contractor shall include all costs for the materials, installation, maintenance, and removal of all storm water management Best Management Practices (BMP) required for the site.

The Contractor shall be required to perform all required inspections, reporting, corrective actions, and fines associated with the requirements of the permits and City of Madison Ordinances.

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.

SECTION 210.2**SILT SOCK**

Silt sock shall be used on existing asphalt at project limits for erosion control and catching of fine sediments. All silt sock shall be weighted down using cinder blocks or sand bags to prevent movement or rolling of the silt sock. Staking silt sock into existing asphalt pavement is not permitted.

SECTION 301.10**CONCRETE WASTE MANAGEMENT**

All work for this contract is being done in a paved public works yard. The Contractor shall only use pre-fabricated washout containers for this contract.

The Contractor shall do all of the following:

- Provide sufficient containers, constructed and lined to city standards, to handle the washout requirements for the concrete delivery.
- Prefabricated washout containers shall only be located as follows:
 - Unused, empty washout containers may be stored on existing asphalt pavement.
 - Washout containers being used shall be placed within the area of excavation to prevent possible spillage onto asphalt pavement.
 - Full washout containers shall remain in excavated area until cured and removed from the project site.
- Monitor the washout operations to ensure drivers are properly using the devices and washout is being contained within the container
- Monitor the waste level in the container to ensure waste levels remain at least 6” below the top of the container
- Immediately clean any spillage and prevent spillage from reaching any inlets, pond, or wetland. Remove any spillage contained within surrounding soils.

The Contractor shall review the entire Concrete Waste Management section of the City of Madison Standard Specifications for Public Works contracts for more information.

The cost of supplying containers and disposing of the concrete waste is incidental to all bid items involving the pouring of concrete or the use of mortar.

SECTION 403.5**Asphalt Tack Coat**

Asphalt tack coat shall be applied to all existing asphalt and concrete edges prior to placing new asphalt. The cost of the applying tack coat to edges of existing asphalt/concrete is incidental to installing the new asphalt.

It is anticipated that all new asphalt pavement layers for this contract shall be placed on the same day. If paving takes place over multiple days the Contractor shall provide and install tack coat per the Standard Specifications at their own expense.

SECTION 403.6**Asphalt Lower Layer**

The new asphalt lower layer shall be a 3-1/2 inch average compacted thickness of 3 MT 58-28 S.

SECTION 403.7**Asphalt Upper Layer**

The new asphalt upper layer shall be a 2-inch average compacted thickness of 4 MT 58-28 H.

Seal all joints/seams between existing asphalt/concrete and new asphalt. Refer to Article 406 of City Standard Specifications for more information.

STANDARD BID ITEMS

Note: The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all standard bid items as described in the City of Madison Standard Specifications for Public Works Construction, 2025 Edition. The following Standard Bid Items described in these special provisions have been modified for this contract.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

BID ITEM 20101 shall be for the following work:

- Removal and proper disposal of asphalt within the construction limits as indicated on the plans.
- Removal and proper disposal of all undisturbed soil to a uniform depth as required by the plans and specifications.
- Removal and proper disposal of all undisturbed soil to a uniform depth for new building footings, foundation, and workspace.
- This bid item includes all equipment, trucking, and disposal fees required for the proper removal and disposal of excavated materials.

The Contractor shall be aware that the following work IS NOT included in this bid item:

- All work associated with the electrical trench see bid item 50226.

METHOD OF MEASUREMENT

BID ITEM 20101 shall be measured as CUBIC YARDS (CY) for the complete unit of work described above.

BASIS OF PAYMENT

BID ITEM 20101 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals.

BID ITEM 20217 – CLEAR STONE

DESCRIPTION

Clear Stone shall meet the requirements for Gradation Number One (No. 1) of the Standard Specifications, commonly known as three-inch clear stone. The clear stone shall be utilized for a construction entrance, clear stone weepers and/or other purposes as directed by the Engineer. Bid quantities for clear stone include clear stone quantities for BID ITEM 21011 – CONSTRUCTION ENTRANCE & BID ITEM 21014 – CLEAR STONE BERM.

METHOD OF MEASUREMENT

Clear Stone shall be measured per ton of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BASIS OF PAYMENT

Clear Stone shall be measured as described above and shall be paid for at the contract unit price listed in the proposal page which shall be full compensation for all work, materials, equipment, and incidentals necessary to source, transport, double handle, stockpile, store, transport and place stone as defined in the plan set and these Special Provisions.

BID ITEM 20251 – HEAVY RIPRAP-GLACIAL FIELD STONE

DESCRIPTION

Work under this item shall include all equipment, materials, labor and incidentals to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall be sized between 6.5 and 20 inches in diameter. The intent of the

varied stone sizes is to create graded stone stabilization at outfalls. Therefore, well graded material, approximately within the sizing limits is encouraged.

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or “made” stone will not be permitted on site. Prior to placement. Heavy Riprap shall be placed to a depth of 24 inches, unless otherwise stated. The material shall be underlain with Type HR filter fabric – which shall be paid separately under BID ITEM 20256-RIPRAP FILTER FABRIC, TYPE HR.

All stone on site shall be placed so that it keeps the top of the stone at the flow line or bank grade. Stone shall not be elevated from adjacent features.

Min. Diameter	Median Diameter	Max. Diameter
6.5”	15”	24”

METHOD OF MEASUREMENT

Heavy Riprap – Glacial Field Stone shall be measured per ton of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BASIS OF PAYMENT

Heavy Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price listed in the proposal page which shall be full compensation for all work, materials, equipment, and incidentals necessary to source, transport, double handle, stockpile, store, transport and place stone as defined in the plan set and these Special Provisions.

BID ITEM 20707- INFILTRATION SIDE SLOPES SEEDING

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to seed the side slopes of the bioinfiltration basins per Article 207 of the Standard Specification for Public Works Construction and as outlined in these special provisions.

Submit additions or substitutions and final mix to the Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

The Contractor shall contact the Engineer for approval of grading prior to seeding and matting.

These species shall be seeded prior to installation of any erosion matting, unless the bioinfiltration basin is complete prior to October 1, 2025.

If the bioinfiltration basin is complete prior to October 1, 2025, the Contractor shall install BID ITEM 20712 – NO STRATIFICATION NATIVE SEED MIX prior to matting. Then frost seed over existing matting under this bid item and quantity.

METHOD OF MEASUREMENT

Infiltration Side Slopes Seeding shall be measured per square yard of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BASIS OF PAYMENT

Infiltration Side Slopes Seeding, as measured above, shall be paid at the contract price and be considered full compensation for all work, equipment, materials, and incidentals required to complete the work as described above.

BID ITEM 20712 - NO STRATIFICATION NATIVE SEED MIX

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to seed the side slopes of the bioinfiltration basins per Article 207 of the Standard Specification for Public Works Construction and as outlined in these special provisions.

This bid item shall be required to seed the bioinfiltration basin prior to October 1, 2025 for immediate stabilization. Seeding shall be installed under erosion control matting.

- If the bioinfiltration basin is complete after October 1, 2025, the Contractor shall eliminate this bid item and install only BID ITEM 20707 – INFILTRATION SIDE SLOPES SEEDING.
- If the bioinfiltration basin is complete before October 1, 2025, the Contractor shall seed with this bid item under erosion control matting, AS WELL AS seed under bid item BID ITEM 20707 – INFILTRATION SIDE SLOPES SEEDING as a fall or frost seeding, in accordance with the City of Madison Standard Specifications.

Submit additions or substitutions and final mix to the Engineer for approval. The Engineer shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

The Contractor shall contact the Engineer for approval of grading prior to seeding and matting.

METHOD OF MEASUREMENT

No Stratification Native Seed Mix shall be measured per square yard of material provided, transported, and placed onsite based on quantities listed in the proposal page.

BASIS OF PAYMENT

No Stratification Native Seed Mix as measured above, shall be paid at the contract price and be considered full compensation for all work, equipment, materials, and incidentals required to complete the work as described above

BID ITEM 21017 – SILT SOCK (8 INCH) – COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 8-inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

300 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. 300 linear feet have also been added to proposal page to be placed on the edges of the drive between the wet cells prior to wet detention basin if necessary. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

BID ITEM 21021 – SILT FENCE – COMPLETE

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove silt fence as shown on the plans in accordance with the City of Madison Standard Specifications for Public Works Construction. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for the project.

BID ITEM 21062 – EROSION MATTING, CLASS I, URBAN TYPE B

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain erosion matting in accordance with the City of Madison Standard Specifications for Public Works Construction. Erosion matting shall be placed over all areas shown to require topsoil and seeding around the proposed biofiltration basin banks and adjacent grading. The quantity of this item shall be field measured and may be reduced, increased, or eliminated based as needed for the project. As stated in the City of Madison standard specifications, this erosion matting shall be "Urban" which is biodegradable.

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

DESCRIPTION

BID ITEM 40102 shall be used for:

- Pavement base as per details.
- Base below footings and concrete flatwork as per details
- Back filling footings/foundation walls as per details
- Contractor shall note the following:
 - Material shall be placed in lifts no deeper than 12-inches and then compacted to City Standard Specifications for Public Works.
 - Compaction shall be mechanical using rollers or plate type compactors; ramming with buckets shall not be permitted.
 - Contractor shall coordinate density testing with the City provided testing consultant. Testing shall not be included in any contract costs.
 - Compaction that does not meet minimal standards shall be re-compacted or removed and replaced then compacted at no additional cost to the contract.

METHOD OF MEASUREMENT

BID ITEM 40102 shall be measured as TON for the complete unit of work described above.

BASIS OF PAYMENT

BID ITEM 40102 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals.

BID ITEM 50226 – UTILITY TRENCH PATCH TYPE III

DESCRIPTION

BID ITEM 50266 shall be for all electrical trench work in paved areas. All of the following shall apply to this bid item:

- This Bid Item requires a pre-installation meeting with the City Construction Manager, City Engineering Electrician, Electrical Sub-contractor, GC, Excavating Contractor, and Storm Pipe/Structure Contractor.
 - Coordinate final trench layout and excavation requirements.
- Saw cut, remove, and dispose of existing asphalt pavement. Utility trench width shall be approximately 3'-0" in width.
- Excavate trench to depths as required by the various details provided in the construction plans.

- Properly dispose of undisturbed soils removed. Re-use is not permitted.
- Provide, install and compact crushed aggregate base #2 at bottom of trench prior to installation of conduits. Fill required for this item is paid with this item and is not included in Bid Item 40102.
 - Coordinate with the Electrical Sub-Contractor for installation of conduits.
- Backfill trench with crushed aggregate base #2 as needed. Compact fill material in 6" lifts. Fill required for this item is paid with this item and is not included in Bid Item 40102.
- Provide 2" thick continuous concrete layer as indicated in plans and details.
- Ensure existing paving has no concrete, broken edges, or cracking prior to installing new pavement. Saw cut paving (and remove) as needed at no additional cost to the contract.
- Provide tack coat on all edges of existing asphalt prior to installing new asphalt.
- Install new pavement in trench. Pavement shall be same mix and thickness as Bid Items 40203 (lower layer), and 40205 (upper layer). Pavement required for this item is paid with this item and is not included in Bid Items 40203 (lower layer), and 40205 (upper layer).
- Seal all joints/seams between existing and new asphalt refer to Article 406 of City Standard Specifications for more information.
- Temporary trench covers shall be provided by the contractor as needed until paving is complete. Temporary trench covers are incidental to this item.
- This bid item DOES NOT include materials and labor for installation of electrical conduit and wiring. See Bid Item 90016 Electrical Work.

METHOD OF MEASUREMENT

BID ITEM 50226 shall be measured as TRENCH FOOT (TF) for the complete unit of work described above.

BASIS OF PAYMENT

BID ITEM 50226 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals. Partial payment shall be permitted based on the progress completion of the trench work.

NON STANDARD BID ITEMS

Note: The Contractor shall be responsible for reviewing the descriptions, methods of measurement, and basis of payment of all Non Standard bid items as described below.

BID ITEM 90000 – STORMWATER CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control wet and dry weather flow in the construction area, stormwater basins, banks and storm sewers for the duration of the project. This includes any storm sewer rerouting necessary for storm sewer and structure installation and site improvements and restoring any disturbed areas within the project area affected by rain events during construction. The Contractor shall expect water to be present and flowing on the site and in storm sewer whenever it rains. The Contractor shall anticipate these conditions. The Contractor shall take all necessary steps to protect the new and existing structures, drainage paths, stormwater basins, slopes, and any grading from damage during rain events during construction.

The project's storm sewer and stormwater basins receive a large amount of water during rain events, including overland flow. The Contractor shall be prepared to coordinate construction with these events, manage storm flow, reroute flow if necessary, secure construction materials and protect grading during rain events.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting if requested. Any additional material, equipment, erosion control devices, stone, etcetera required to manage storm events and not otherwise identified in these Special Provisions shall be included with this bid item.

The Contractor shall be aware that any dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site.

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to manage dry and wet weather flow and conditions within the project and proposed storm sewer to complete this project.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum for all storm control necessary throughout construction

BID ITEM 90001 – ENGINEERED SOIL

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to install engineered soil in the biofiltration basins shown in the plans and details at a minimum depth of 24 inches. This work shall consist of placing and providing engineered soil as described in 211.2 (a) of the City of Madison standard specifications. Engineered soils shall contain no clay, manure or other materials that will restrict the ability of water to infiltrate through the material.

Compaction Avoidance- Compaction and smearing of the soils beneath the floor and side slopes of the bioretention area, and compaction of the soils used for backfill in the soil planting bed, shall be minimized. During site development, the area dedicated to the bioretention device shall be cordoned off to prevent access by heavy equipment. Acceptable equipment for constructing the bioretention device includes excavation hoes, light equipment with turf type tires, marsh equipment or wide-track loaders.

Compaction Remediation - If compaction occurs at the base of the bioretention device, the soil shall be refractured to a depth of at least 12 inches. If smearing occurs, the smeared areas of the interface shall be corrected by raking or roto-tilling.

Placement and Settling of Engineered Soil -The following apply:

- a. Prior to placement in the bioretention device, the engineered soil shall be premixed and the moisture content shall be low enough to prevent clumping and compaction during placement.
- b. The engineered soil shall be placed in multiple lifts, each approximately 12 inches in depth.
- c. Steps may be taken to induce mild settling of the engineered soil bed as needed to prepare a stable planting medium and to stabilize the ponding depth. Vibrating plate-style compactors shall not be used to induce settling.

METHOD OF MEASUREMENT

Engineered soil shall be paid per Cubic Yard of material based on Plan Quantity without measurement thereof. No expansion or shrinking factors have been or will be applied to this quantity.

BASIS OF PAYMENT

Engineered soil shall be paid at the contract unit price for the work as described above, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90002 – BIOINFILTRATION PLUGS

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to provide and place infiltration plugs in the bottom of proposed bioinfiltration basins per Article 209 of the Standard Specification for Public Works Construction and as outlined in these special provisions.

The Contractor shall contact the Engineer for approval of grading prior to planting and mulching of the basin.

Plugs or plants shall be used in the bottom of the basin and seed shall not be used to establish vegetation in the bottom of the basin.

All plants shall be installed from approximately 2 ½"D x 2 ½"W x 4" H containers. Plants shall be placed 1' on center.

Infiltration plugs shall be planted as soon as possible after final construction of the bioinfiltration basin.

- If the bioinfiltration basin is complete prior to October 1, 2025, infiltration plugs shall be installed before October 15, 2025.
- If the bioinfiltration basin is complete after October 1, 2025, all plants shall be installed in spring 2026, prior to June 15, 2026.

All trees and shrubs shall conform to the species and quantities specified below. Substitutions for individual species may be permissible and shall be approved by the Engineer prior to plant order. The Contractor shall be responsible for determining the exact location based on existing soil moisture, sun/shade conditions.

Common Name	Scientific Name	Quantity
Grasses, Sedges, and Rushes		
Blue Joint Grass	<i>Calamagrostis canadensis</i>	1056
Virginia Wild Rye	<i>Elymus virginicus</i>	864
Fowl Manna Grass	<i>Glyceria striata</i>	1248
Yellow Fox Sedge	<i>Carex annectens</i>	1056
Bebb's oval sedge	<i>Carex bebbii</i>	1056
Crested Sedge	<i>Carex cristatella</i>	1056
Field oval sedge	<i>Carex molesta</i>	736
Woolly Sedge	<i>Carex pellita</i>	1056
Lance-fruited oval sedge	<i>Carex scoparia</i>	1024
Common Fox Sedge	<i>Carex stipata</i>	736
Brown Fox sedge	<i>Carex vulpinoidea</i>	736
Dark-green Bulrush	<i>Scirpus atrovirens</i>	736
Switchgrass	<i>Panicum virgatum</i>	960
Prairie Cordgrass	<i>Spartina pectinata</i>	1024
Forbs & Legumes		
Nodding onion	<i>Allium cernuum</i>	416
Canada Anemone	<i>Anemone canadensis</i>	224
Swamp Milkweed	<i>Asclepias incarnata</i>	416
Common Milkweed	<i>Asclepias syriaca</i>	224

White Wild Indigo	<i>Baptisia alba</i>	256
Tall Coreopsis	<i>Coreopsis tripteris</i>	192
Showy Tick Trefoil	<i>Desmodium canadense</i>	256
Rattlesnake Master	<i>Eryngium yuccifolium</i>	416
Joe Pye Weed	<i>Eupatorium maculatum</i>	256
Grass-leaved Goldenrod	<i>Euthamia graminifolia</i>	224
Sneezeweed	<i>Helenium autumnale</i>	256
Meadow blazingstar	<i>Liatris ligulistylis</i>	480
Prairie Blazingstar	<i>Liatris pycnostachya</i>	416
Cardinal Flower	<i>Lobelia cardinalis</i>	480
Great Blue Lobelia	<i>Lobelia siphilitica</i>	416
Common Mt. Mint	<i>Pycnanthemum virginianum</i>	256
Sweet Coneflower	<i>Rudbeckia subtomentosa</i>	256
Mad-dog Skullcap	<i>Scutellaria lateriflora</i>	416
Riddell's goldenrod	<i>Solidago ridellii</i>	480
Meadowsweet	<i>Spirea alba</i>	480
Panicled aster	<i>Symphotrichum lanceolatum</i>	192
New England Aster	<i>Symphotrichum novae-angliae</i>	256
Purple Meadow Rue	<i>Thalictrum dasycarpum</i>	416
Blue Vervain	<i>Verbena hastata</i>	288
Ironweed	<i>Vernonia fasciculata</i>	288
Culver's Root	<i>Veronicastrum virginicum</i>	416

Plants shall be installed so that the top (crowns) shall be set at grade.

Mulch shall be applied around the immediate area around the plug. Straw mulch is recommended for this project. Installation of mulch shall be incidental to this bid item and shall be per section 207.2 (c) of the City of Madison standard specifications and shall be placed at a 2"-3" depth in the bottom of the basin. Shredded hardwood mulch or chips shall not be used in the bottom of the basins.

Upon completion of all required planting, an inspection of the work will be made by the Engineer. All plants which are dead or found not to be in a normal, healthy condition or do not conform to specifications, in the judgment of the Engineer will not be accepted. All rejected work shall be replaced by the Contractor, including removal and repair of all work affected by the replacement, at no cost to the City. All plants replaced plants shall be installed by October 15, 2026. Following the completion of the replacements, a re-inspection shall be made.

The Contractor shall properly care for all plants while the payment and performance bond remains in effect. Proper care of plants shall consist of doing such watering, weeding, cultivating, pruning, spraying, securing of braces and guys, wrapping, re-mulching and such other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. No additional compensation will be given to Contractors for watering related to dry conditions, except as specified in Subsection 209.6(c).

It shall be the Contractors responsibility to thoroughly water and care for plants, especially during the ten (10) day period after initial planting. No additional compensation will be given for watering during the first ten (10) days of initial planting, regardless of drought status.

In addition to the waterings required in Subsection 209.4(g), entitled Planting, additional waterings may be ordered by the Engineer at any time during the contract. Should conditions require such waterings, Contractor shall water within three (2) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

Waterings under drought conditions shall be paid for separately under Article 209.5(j) Drought Watering of the City of Madison Standard Specifications for Public Works Contracts.

Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced by the Contractor must be replaced immediately. A monthly inspection of the bioinfiltration plugs shall be completed by the Contractor. The Contractor shall notify the Engineer 48 hours prior to the inspection.

All weeding and invasive plant removal throughout the 2026 growing season shall be paid for under BID ITEM BIOINFILTRATION MAINTENANCE.

Plants shall be watered the day of installation. Watering the day of installation shall be incidental to this bid item. In addition to the waterings required in Subsection 209.4(g), additional waterings may be ordered by the Engineer at any time and shall be incidental to the care of the plants and this bid item. All plants shall be appropriately watered throughout the planting season to keep plants in a healthy growing condition regardless of drought condition. Watering during drought conditions are incidental to this contract. The volume of water shall be enough to soak the root zone. The Contractor shall be required to supply water.

Plants shall be guaranteed from the date of installation to the end of the 2026 Bioretention Maintenance completed under BID ITEM 90010. The payment and performance bond will be released once the plants are agreed in good condition. Watering and maintenance until the end of the guarantee period (Bioretention Maintenance) shall be the responsibility of the contractor and incidental to this bid item.

The Contractor shall be responsible for replacing any plugs that have died or have been decimated or eaten by an animal. The Contractor shall be responsible for ensuring that 75% of the total number of plants are flourishing by the end of the 2026 growing season.

The Contractor shall be responsible for installing temporary fencing, goose protection, etc. to protect plugs from geese.

METHOD OF MEASUREMENT

Infiltration Plugs shall be measured by plan square foot as listed on the proposal page.

BASIS OF PAYMENT

Biofiltration Plugs shall be measured as described above and shall be paid for at the contract unit prices which shall be full compensation for all work, maintenance, materials, tools, equipment, labor, hauling, placement and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – 96” DIA CATCH BASIN W/ SUMP

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install a 96” diameter precast storm sewer catch basin with a sump below existing invert in accordance with City standard specifications and SDD 5.7.5 and 5.7.6. This includes the casting, frame and grates noted on the storm sewer schedule. Manufacture and install of

precast catch basins shall conform to the requirements for precast structures contained in article 507 of the standard specifications and shall be reinforced concrete and conform to the specifications of precast reinforced concrete manhole sections, ASTM 478. A field-poured bench at the base of the structure is not required. Contractor shall submit Shop drawings for approval by the City, as required by Section 507.3(b) of the Standard Specifications.

All existing and proposed storm sewer pipe connections to the structure are incidental to this bid item. Contractor is responsible to verify location and depth of existing pipe connections prior to construction and adjust the structure accordingly incidental to this bid item.

METHOD OF MEASUREMENT

96" Diameter Catch Basin w/Sump shall be measured per Each unit fully provided and installed as described above and per the City's standard specifications and details.

BASIS OF PAYMENT

96" Diameter Catch Basin w/Sump shall be paid for at the contract unit price, which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90004 – TEMPORARILY REMOVE AND RESET CHAIN LINK FENCE

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials and incidentals necessary to remove, salvage, store, protect, and reinstall in kind the existing chain link fence along Quann Olin Parkway on the east side of the site.

This fence is to be temporarily removed for stormsewer construction to occur in this area. If any of the fencing components need to be replaced with this work, it shall be supplied and replaced by the Contractor at no cost to the City and incidental to this bid item. If any of the fencing is damaged during removal or storage, it shall be supplied and replaced by the Contractor at no cost to the City and incidental to this bid item. Prior to removal of the fence the Contractor shall coordinate with the land owner on timing.

Once utility construction is complete the fence that was removed shall be returned to its same horizontal location in the same condition and structural integrity as before it was removed. The contractor is encouraged to visit the site prior bidding to determine the, type, size and effort required for this and to gauge the possible scope of fence to removed and replaced. The Contractor shall reinstall the railing and mesh in a manner that creates a smooth contiguous fence, and does not damage the portions of fence that are not removed for the project. If it is found that the stormsewer can be installed without fence removal, that is acceptable.

METHOD OF MEASUREMENT

Remove, Salvage and Reinstall Chain Link Fence shall be measured by linear foot, acceptably installed.

BASIS OF PAYMENT

Remove, Salvage and Reinstall Chain Link Fence shall be measured as described above and shall be paid for at the contract unit price, which shall be considered full compensation for removing, storing, and reinstalling the fence, posts and railings, including all equipment, tools, labor and incidentals necessary to complete the work as set forth in the description. Any replacement of damaged fence sections, sections that need to be replaced and parts needed shall be incidental to this bid item.

BID ITEM 90005 – CONSTRUCTION SURVEYING

DESCRIPTION

The Contractor shall be responsible for all surveying and staking required for layout, construction and accurate completion of the project in accordance with the plans or any field changes directed by the Engineer. This includes staking all objects shown in the plans, utilities, access, limits, lines, contours, bid items, additional control, and grades required for construction of the project. An AutoCAD (.dwg) file will be provided by the City upon request after a bid is selected and prior to construction. This also includes any topographic surveying required to verify excavation and grades have been met. The Contractor shall be responsible for configuring the file to a usable format in order to set elevations, create nodes, alignments, or other useful data to facilitate surveying and staking.

The City of Madison shall provide initial local horizontal control (coordinates) and initial vertical control (benchmarks) for use during construction. Contractor shall coordinate verification of the project layout and elevations with the City as necessary. The Contractor shall contact the City surveyor assigned to this project at least 48 hours prior to requesting elevation checks of grades, Storm sewer SAS elevations and any finished grades. If it is found during verification that the grading is not set to the correct limits, elevation, site/utilities are not laid out properly or material has not been removed the Contractor shall continue grading/excavation, repairing the site until the correct elevations/layout are met at no additional cost to the City.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison as initial control. The contractor may need to set additional control for completion of the project. Additional control set by the contractor shall be incidental to this bid item. It is the contractor's responsibility to check for accuracy of set control.

Orange construction and silt fence, as shown in the plans, shall be set prior to construction. This fence will be in place to protect the existing landscaping, trees, ground and vegetation on the site outside of the limits of disturbance and no disturbance, storage or stockpiling shall occur in that area.

The Contractor shall be required to submit an as-built CAD surface model of the site and utilities to the Engineer for approval and record at the following times:

- After completion of excavation
- After utilities are set
- At the end of construction

The Contractor shall not proceed until each as-built CAD surface model has been approved by the Engineer.

METHOD OF MEASUREMENT

Construction Surveying shall be measured as a Lump Sum for all described above and construction surveying necessary for project completion throughout construction. Including a final as-built of the project.

BASIS OF PAYMENT

Construction Surveying shall be paid for at the contract unit price, which shall be full compensation for all work, materials and incidental to complete the work described above.

BID ITEM 90006 – 8”DRILLED PVC UNDERDRAIN

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install 8” Drilled PVC Underdrain per City of Madison SDD 5.7.47. All material shown in SDD 5.7.47, including pea gravel and clear stone are incidental to this bid item.

METHOD OF MEASUREMENT

8” Drilled PVC Underdrain shall be measured per linear foot fully provided and installed as described above and per the City’s standard specifications and details.

BASIS OF PAYMENT

8” Drilled PVC Underdrain shall be paid for as described above, which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90007 – 8” SCH 35 CLEAN OUT (BIORETENTION)

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to construct and install an 8” diameter SCH 35 PVC sweep clean out and an 8” screw cap with square nut flush with the top of the engineered soil in biofiltration device.

This item places an 8” schedule 35 PVC clean out with cap at the ends of the 8” drilled PVC underdrains. From the underdrain to the surface. All fittings, materials and bends required for completion are incidental to this bid item.

METHOD OF MEASUREMENT

8” Sch 35 clean out shall be per each full unit provided and installed as described above.

BASIS OF PAYMENT

8” Drilled PVC Underdrain shall be paid at the contract unit price, which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work.

BID ITEM 90008 – FLEXSTORM PURE POST CONSTRUCTION INLET INSERT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to install “Flexstorm Pure” post construction inlet inserts or approved equal into stormsewer SAS called out on the plan. These inlet inserts shall placed in the stormsewer structures after construction is complete and after the construction inlet protection has been removed. These shall be placed in and remain in the inlets after construction to collect sediment and garbage from stormwater prior to entering the stormsewer system

For the supplier’s information, the regional Sales and Engineering contact of Advanced Drainage Systems, Inc. (ADS) is 1-608-212-7742, brent.yeager@ads-pipe.com

METHOD OF MEASUREMENT

Flexstorm Pure Post Construction Inlet Insert or approved equal shall be measured per Each unit fully provided and installed per the manufacturers specifications

BASIS OF PAYMENT

Flexstorm Pure Post Construction Inlet Insert or approved equal shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, equipment, labor, hauling, placement, and incidentals required to complete the work as set forth in the description.

BID ITEM 90009 – SITE DEWATERING/GROUNDWATER CONTROL

DESCRIPTION

Work under this item shall conform with Sec. 502.1 of the Madison standard specifications and include all design, work, materials, equipment, permitting, fees and incidentals required for any dewatering of the site during construction or to work with the water on-site in a manner that is acceptable to the Contractor until the completion of the project, and allows the project to be constructed in accordance with these plans and specifications. This shall be for any and all dewatering required on site, but it is assumed that groundwater dewatering will not be needed for the majority of the site. The main area where groundwater dewatering may be required will be possibly around the stormwater basins and stormsewer storage structures.

The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for any permitting and approvals of said plan that is required. It is the contractor's responsibility to identify, understand, follow any regulations and obtain any permitting required for dewatering of this project. The Contractor shall create and complete a dewatering plan that meets any applicable regulations for approval prior to the beginning dewatering activities. The plan shall include proposed sediment control measures to be used during dewatering.

The Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR) and pay any fees required for permitting as part of this bid item, If the Contractor determines groundwater dewatering is necessary, the Contractor shall be solely responsible for choosing a method of surface and groundwater control that is compatible with the constraints defined by the Wisconsin DNR and City of Madison. The Contractor shall be responsible for the adequacy of the system until construction is complete and shall take all necessary measures to ensure that the groundwater and dewatering operation will not endanger or damage any existing adjacent utility or structure.

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

The Contractor shall be aware that any dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Construction Engineer, this treatment process in not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

The Contractor shall maintain dewatering activities until no longer needed for construction and construction is completed.

METHOD OF MEASUREMENT

Site Dewatering/Groundwater Control shall be measured as a Lump Sum for all dewatering necessary throughout construction.

BASIS OF PAYMENT

Site Dewatering/Groundwater Control shall be paid for at the contract unit price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90010 – BIOINFILTRATION MAINTENANCE

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to perform ecological restoration and removal/treatment of invasive or nuisance plant growth within the bioinfiltration basin as required to establish the native seed and plant. Work under this bid item shall begin from the time plants are installed until December 1, 2026.

The Contractor shall employ personnel capable of identifying invasive plants and removing the plant as appropriate for that specific species.

This work shall include the removal of all invasive plants listed in Exhibit C – Eradication Requirements. Ornamental species that appear to have been planted by adjacent homeowners shall not be removed unless approved by the Engineer.

Exhibit C includes a list of species to be removed from site along with the tolerance of species and expectations for eradication.

- Species marked for LOW tolerance, includes species that must be completely eradicated from site and continued to be removed throughout contract.
- Species marked for MEDIUM tolerance shall be removed from site, tolerance is allowed if the planting doesn't conflict with native plant establishment.
- Species marked for HIGH tolerance shall be removed when competing with native plant establishment, the contractor shall remove when appropriate, but it is likely not possible to remove all species from site.

This contract shall include at least two site visits per month after plants have been installed unless otherwise approved by the Project Engineer.

During each treatment the Contractor shall use a combination of the following, listed below in the order of the preferred method by the City of Madison:

- Mowing (for annual invasive plants that can be managed by removing the seeds produced that season).
- Hand pulling (for individual small patches of invasive plants that do not spread more aggressively after hand pulling - i.e. hand pulling is not allowed for Japanese Knotweed which spreads rhizomatically and would become more aggressive if hand pulled).
- Prescribed Burning – for locations where burning would be an effective treatment. Exact locations to be burned shall be determined upon contract award.
- Other non-chemical approaches to invasive control to be determined by Contractor.
- Spot herbicide application by “painting” treated stumps, or the “glove of death method” which requires placing a chemical resistant glove over one hand, putting a cotton glove over that, and then spraying herbicide on the cotton glove and hand wiping the undesirable plant.
- Spray herbicide with backpack and pump sprayers, selectively spraying undesirable species.

The herbicide shall be the least toxic required to prevent regrowth. The Contractor shall select an herbicide that will not prevent growth or germination of future seeding and planting operations. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will

not be approved. The Contractor shall select herbicides that are appropriate for both wood and herbaceous regrowth. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. **The Contractor shall include all proposed herbicides and methodologies in the Brushing and Herbicide Submittal as described in this bid item.**

All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit to the Project Engineer a Brushing and Herbicide Submittal for approval prior to any brushing activities. The submittal shall include:

- Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
- Material Data Safety Sheets for each herbicide
- Proposed application methods and timing
- Qualifications of personnel

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at <https://www.cityofmadison.com/parks/about/documents/pesticidepolicy2004.pdf>. The Contractor shall adhere to this policy and the notification requirements contained in the policy, and shall promptly report to the Project Engineer all dates of application, type of herbicide used, and amount applied.

All herbicide application shall be completed in a manner that prevents damage to adjacent vegetation.

The Contractor shall adhere to the following:

- All cutting and clearing debris shall become property of the Contractor and shall be removed from the project site at no additional cost to the City.
- The Contractor shall remove trash that has accumulated on site at each treatment and shall dispose at no additional compensation.
- The Contractor shall be responsible for replacing any native species at the direction of the Project Engineer that have died as a result of herbicide overspray which can include trees, shrubs, and forbs.
- All herbicide application signage must be clearly visible.
- The Contractor shall be required to use aquatic herbicide as necessary for all areas required by the Wisconsin Department of Natural Resources and to obtain all required permits necessary for application of aquatic herbicide.
 - The Contractor shall submit to the Project Engineer an herbicide submittal for approval prior to any invasive removal activities. The submittal shall include:
 - Proposed herbicides and their individual applications, i.e. which herbicides will be used on which plants
 - Material Data Safety Sheets for each herbicide
 - Proposed application methods and timing
 - Qualifications of personnel as highlighted in the section below

Prior to removing invasive plants, the Contractor shall submit the proposed method for removals for approval from the Project Engineer.

METHOD OF MEASUREMENT

Bioinfiltration Maintenance shall be measured by lump sum.

BASIS OF PAYMENT

Bioinfiltration Maintenance shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description. Partial payments shall be made based on the percentage of work complete.

BID ITEM 90011 – REMOVING DEBRIS

DESCRIPTION

This item includes all materials, equipment, labor, and incidentals necessary to remove any and all debris present on the Olin Site which impede the execution of the grading and site plans, not including structure removal. All work shall be performed per the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Removing Debris shall be measured as a Lump Sum, acceptably completed per the description.

BASIS OF PAYMENT

Removing Debris, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, and incidentals necessary to complete the work as provided in the description.

BID ITEM 90012 – CHAIN LINK FENCE

DESCRIPTION

This item includes all materials, equipment, labor, and incidentals necessary to construct Chain Link Fence where “proposed fence” is shown on the plans and details. Contractor shall also refer to Exhibit B, technical Specifications, Specification 32 31 13 Chain Link fences and Gates for additional information. All work shall be performed per the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Chain Link Fence shall be measured as a Lump Sum, acceptably completed per the description.

BASIS OF PAYMENT

Chain Link Fence, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, and incidentals necessary to complete the work as provided in the description.

BID ITEM 90013 – SPECIAL CURB & GUTTER

DESCRIPTION

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

METHOD OF MEASUREMENT

Special Curb & Gutter shall be measured by the linear foot along the face of curb installed and accepted.

BASIS OF PAYMENT

Special Curb & Gutter, 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 90014 – CONCRETE FLUME

DESCRIPTION

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

METHOD OF MEASUREMENT

Concrete Flume shall be measured as a Lump Sum, acceptably completed per the description.

BASIS OF PAYMENT

Concrete Flume, 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 90015 – REMOVE EXISTING CULVERT

DESCRIPTION

This item includes all materials, equipment, labor, and incidentals necessary to remove existing culvert where shown on the plans. All work shall be performed per the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Remove Existing Culvert shall be measured as a Lump Sum, acceptably completed per the description.

BASIS OF PAYMENT

Remove Existing Culvert, 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 90016 – ELECTRICAL ROUGH-IN

DESCRIPTION

BID ITEM 90016 shall be for ALL electrical rough-in work identified or implied in the plans and specifications. The Contractor shall be aware of all of the following:

- This bid item DOES NOT include any labor, materials, and equipment as previously described above in Bid Item 50226, Utility Trench Type III.
- This bid item DOES NOT include any labor and materials for wiring, disconnect panels, soft starts, and other items where noted on the plans and details as “BY OTHERS”.
- This bid item DOES include all labor, materials, and equipment required to install the following:
 - Conduit to be run per plans and specifications from 12” above grade at the building to 12” above grade at the grinder pad.
 - Four (4) 4” Schedule 80 PVC conduits with large radius bends, fittings as required, and two (2) full length pull strings per pipe.
 - Two (2) 2” Schedule 80 PVC conduits with large radius pipe curves and fittings as required, and two (2) full length pull strings per pipe.
 - Dry cap both ends of each conduit
 - One (1) 2” Schedule 80 PVC conduit to be run from the grinder pad to the designated 96” Catch Basin for a pump.
 - Conduit to be 12” above grade at both ends and dry capped.
 - Two (2) full length pull strings.
 - Includes all pipe, fittings and large radius bends.

- One (1) Freestanding Panelboard Structure, see plans and details for size, location and materials.

METHOD OF MEASUREMENT

Bid Item 90016 shall be measured as LUMP SUM for a complete installation of the work described above as the BASE BID.

BASIS OF PAYMENT

Bid Item 90016 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

BID ITEM 90017 – CONCRETE PAD FOR ELECTRIC GRINDER

DESCRIPTION

BID ITEM 90017 shall be for the complete installation of the concrete pad per plans and specifications for the electric grinder including but not limited to:

- Excavation
- #2 Select fill, compacted.
- Concrete pad and rebar.
- All pressure treated wood/plywood and hardware required for the mounting of electrical panels and shutoffs. Coordinate final size, orientation and location with City Project Manager prior to installation.
- Steel bollards filled with concrete and painted

METHOD OF MEASUREMENT

Bid Item 90017 shall be measured as LUMP SUM for a complete installation of the work described above.

BASIS OF PAYMENT

Bid Item 90017 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

BID ITEM 90018 – OIL RECYCLING SHELTER FOUNDATION

DESCRIPTION

BID ITEM 90018 shall be for the complete installation of the Oil Recycling Shelter Foundation according to plans and specifications, including but not limited to all of the following:

- Excavation for footings, foundations, concrete pad, and containment.
- #2 Select fill, compacted.
- All concrete and re-bar for footings, foundations and flatwork
- Steel bollards filled with concrete and painted
- Fencing and gate
- This bid item DOES NOT include labor, materials, and equipment required to install the following:
 - Building materials for the shelter will be supplied and installed by others.
 - Recycling tank and related materials will be supplied and installed by others.

METHOD OF MEASUREMENT

Bid Item 90018 shall be measured as LUMP SUM for a complete installation of the work described above.

BASIS OF PAYMENT

Bid Item 90018 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

BID ITEM 90019 – CONCRETE PAD AND GUARDRAIL FOR GAS MONITORING WELL

DESCRIPTION

BID ITEM 90019 shall be for the complete installation a concrete pad and guard rail for protection of a landfill monitoring well:

- Excavation, base material, and 5'-6" x 5'-6" x 6" thick concrete pad
 - ½" expansion foam filler around steel well casing, seal with backer rod and caulk
 - Pitch concrete for positive drainage away from well casing
- Guard Rail; shall be ULINE (https://www.uline.com/BL_72/Guard-Rails) or approved equal
 - 3 rib guard rails
 - 2- 4'-0" bolt on rails per side, H-6252
 - 4" square, ¼" steel corner posts with 10"x10" mounting plate, H-3716
 - All steel construction
 - Powder coated OSHA yellow
 - Center to center of corner posts = 4'-0"
- Contractor to add red & white reflective tape to both rails and both columns on all sides
- Contractor is responsible for adjusting concrete pad size as needed to ensure all base plate mounting bolts are a minimum of 3" from outside edge of concrete

METHOD OF MEASUREMENT

Bid Item 90019 shall be measured as LUMP SUM for a complete installation of the work described above.

BASIS OF PAYMENT

Bid Item 90019 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

BID ITEM 90020 – PAVEMENT MARKING - PAINT

DESCRIPTION

BID ITEM 90020 shall be for the complete installation of all pavement markings as designated in the plans and specifications for the Public Drop-off area only:

- All lines to be 4" wide traffic yellow paint
- Includes all solid, dashed and radial lane marking lines
- Dashed lines to be 5'-0" line with a 5'-0" gap
- Includes all text and symbols as shown on the painting plan
- DO NOT include pavement marking for the Water Utility parking area. See Alternate Bid Item 90021 for more information.

METHOD OF MEASUREMENT

Bid Item 90020 shall be measured as LUMP SUM for a complete installation of the work described above.

BASIS OF PAYMENT

Bid Item 90020 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with completing the work described above. Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

BID ITEM 90021 – ALTERNATE SCOPE OF WORK #1

DESCRIPTION

BID ITEM 90021 is for the pavement of the Water Utility Fleet Parking Area, and includes all of the following, see proposal for related quantities:

- 90021.01, Geotextile Reinforcement Fabric (Std. Spec bid item 20141)
- 90021.02, Breaker Run (Spec per bid item 20219)
- 90021.03, Type 'A' Concrete Curb and Gutter (Std. Spec bid item 30201)
- 90021.04, 5" Concrete Sidewalk (Std. Spec bid item 30302)
- 90021.05, 7" Concrete Sidewalk and Drive (Std. Spec bid item 30304)
- 90021.06, Crushed Aggregate Base Course Gradation No. 2 (Std. Spec bid item 40102)
- 90021.07, HMA Pavement 3 MT 58-28 S (Std. Spec bid item 40203)
- 90021.08, HMA Pavement 4 MT 58-28 H (Std. Spec bid item 40203)
- 90021.09, Tack Coat (Std. Spec bid item 40218)
- 90021.10, Pavement Marking (Special bid item 90020)
- 90021.11, Trash Enclosure; shall be constructed per plans and details including all materials, hardware, bollards, finishes and other related incidentals.
- The Contractor SHALL NOT deduct any costs from this bid item for fabric, topsoil, seeding and related items that will be replaced by the paving. These pay items will be adjusted by quantity installed.

METHOD OF MEASUREMENT

Individual components of Bid Item 90021 shall be measured according to that components unit of measurement as identified on the proposal page for the completed work associated with that component.

BASIS OF PAYMENT

Bid Item 90021 shall be paid at the contract unit price for all labor, materials, equipment, and incidentals associated with each component of the total scope of Work installed

Partial payments for this bid item shall be permitted based on the percentage of bid item work completed on site.

POINT OF CONTACT

The Project Manager for City Engineering, Facility Management for this contract is:

Randy Wiesner
PH: (608) 267-8679
Email: RWiesner@cityofmadison.com
210 Martin Luther King Jr. Blvd
Room 115
Madison, WI 53703

The Construction Manager for City Engineering, Facility Management for this contract is:

Steve White
PH: (608) 266-5969
Email: SWhite@cityofmadison.com
210 Martin Luther King Jr. Blvd
Room 115
Madison, WI 53703

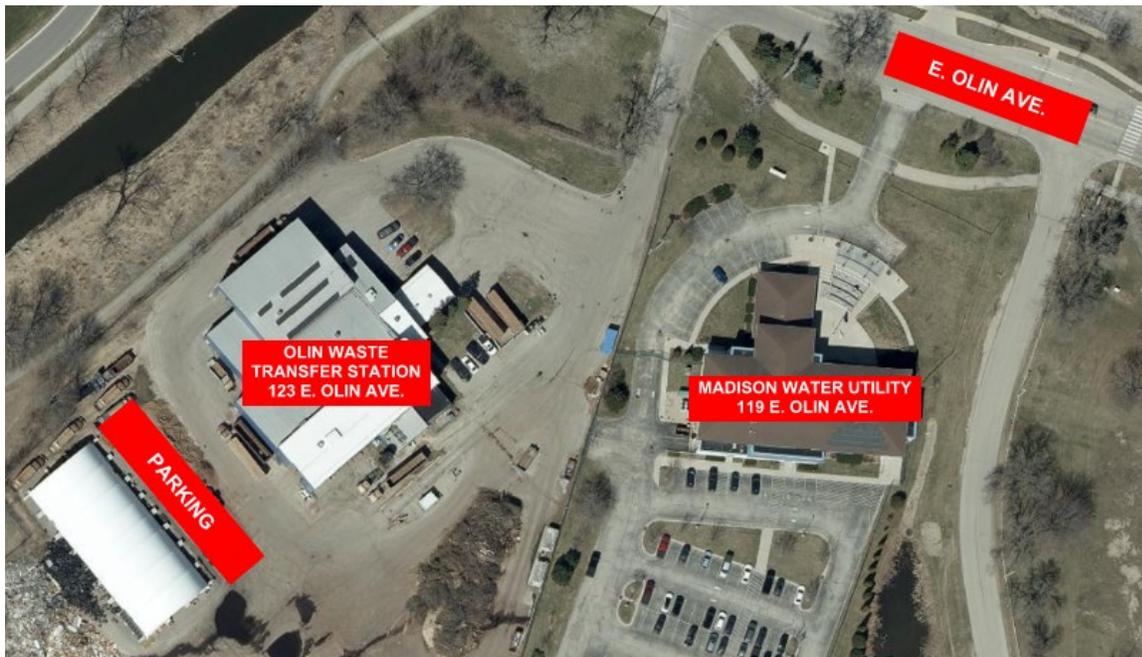
APPENDIX A - ALLIANT ENERGY CENTER SIGNIFICANT EVENTS CALENDAR

The following events heavily impact the use of Quann Olin Parkway and/or Quann Dog Park. Contractor shall be aware of these dates and schedule work accordingly. Other events may also have impact. The GC shall ensure advance coordination with the City Construction Manager at least 6 weeks out for any work in this area.

- Midwest Horse Fair, April 10 -16
- BratFest, May 22-27
- American Truck Historical Society, June 2-8
- American Junior Simmental, June 4-15
- Dane County Fair, July 16-21
- World Dairy Expo, Sept 25-Oct 9
- Madison Turkey Trot, November 27

APPENDIX B – CONTRACTOR PARKING FOR PRE-BID WALK-THRU

For the February 26 Pre-Bid Walk-Thru, all Contractors shall park and meet adjacent to the white Fabric Structure in the photo below.



SECTION E: BIDDERS ACKNOWLEDGEMENT

**OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO. 9318**

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 - 2025 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

OLIN WASTE TRANSFER DROP-OFF CONTRACT NO. 9318

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:

OLIN WASTE TRANSFER DROP-OFF CONTRACT NO. 9318

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:

OLIN WASTE TRANSFER DROP-OFF CONTRACT NO. 9318

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.

**OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO. 9318**

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:

**OLIN WASTE TRANSFER DROP-OFF
CONTRACT NO. 9318**

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