

BID OF _____

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION

CONTRACT NO. 8543

MUNIS NO. 11446

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>

**RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO. 8543**

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This Proposal, and Agreement have
been prepared by:

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



Robert F. Phillips, P.E., City Engineer

RFP: kdf

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:	RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO.:	8543
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	2-14-2020
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2-13-2020
BID SUBMISSION (2:00 P.M.)	2-20-2020
BID OPEN (2:30 P.M.)	2-20-2020
PUBLISHED IN WSJ	2-6-2020 & 2-13-2020

SBE PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. 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.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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/Business/PW/specs.cfm.

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 Infrared Seamless Patching
- 245 Landscaping, Maintenance
- 246 Ecological Restoration
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO. 8543**

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

**RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO. 8543**

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

RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION CONTRACT NO. 8543

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, sanitary sewer pipe and structure replacement by pipe burst, bore and jack, and traditional excavation.

The project limits for the work are in sanitary sewer easements south of Industrial Dr. on Madison's south side.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The Contractor shall maintain access for property owners, mail delivery, and garbage/recycling pickup for all properties in the project area.

Contractor shall coordinate sanitary sewer tap of sewer access structure owned by the Madison Metropolitan Sewerage District (MMSD) and any other access required on MMSD treatment plant grounds with MMSD. Contractor shall contact at Ray Schneider (608) 347-3628 or rays@madsewer.org, five (5) days prior to making the connection to the MMSD sewer access structure to arrange for inspection of the connection and Rachel Feil at (608) 628-1214 for access to MMSD treatment plant grounds. Tap

connection shall conform to all MMSD connection specification criteria. Contractor shall be responsible for taking out the connection permit as well as the permit connection fee.

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the Contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

Access to properties shall be maintained whenever possible. Any closure of driveways shall require notice by the Contractor at least 72 hours prior to this occurring

No work shall begin without an approved Traffic Control Plan.

The Contractor shall provide ADA/Handicap Accessible pedestrian access at all intersections within the construction area at all times. Sidewalks shall be maintained on at least one side of the street at all times.

The Contractor may remove parking within the project limits as necessary to facilitate construction. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, 24-hours prior to placement of the plates.

The Contractor shall provide bridging for wastewater hosing when the hosing is to lay on the pavement under traffic. Contractor shall provide signing in advance of bumps where there is hosing crossing the lane of traffic.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

Bike Path Crossing:

The bike path may not be closed. Maintain the bike path crossing at all times under the "Maintain bike and pedestrian crossing" bid item.

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications

SECTION 108.2

PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Waterway and Wetland General Permit, and has submitted WISDOT Permit to Construct, Operate, and Maintain Utility Facilities on WISDOT Railroad Property.

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

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

project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work between **MAY 4, 2020 and JULY 31, 2020**. The total time for the completion of this contract is **ONE HUNDRED TWENTY (120) CALENDAR DAYS**. After work has begun on the project, the Contractor shall complete the work within the number of calendar days specified. After execution of the contract the Contractor shall schedule a preconstruction meeting with the Engineer.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer. The Contractor shall limit workdays to 7:00 A.M. to 7:00 P.M.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages for failure to complete all work within the specified timeframe shall be calculated in accordance with Section 109.9 of the Standard Specifications.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to maintain bike path as specified in the Special Provisions or as indicated on the plans shall be \$2,500 per day.

Should liquidated damages for failure to complete the work within the contract time be applied at the same time as liquidated damages for bike path closure, the total liquidated damages shall be summed, and the maximum liquidated damages assessed per calendar day shall be \$3,700.00.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 20218 - CRUSHED STONE (SAS ACCESS ROADS)

Bid Item CRUSHED STONE (SAS Access Roads) shall conform to the Standard Specifications - Article 202. Bid Item Crushed Stone (SAS Access Roads) shall be 10" in depth and shall be Gradation No. 2 Crushed Stone and shall be subject to the approval of the City Engineer

This bid item shall be used for the crushed stone used for constructing a 10' wide SAS Access Road as shown on detail in plan set and in accordance with the City of Madison Standard Specifications for Public Works Construction Latest Edition.

Breaker run and geosynthetic reinforcement fabric shall be paid under separate bid items.

SAS Access Road shall be installed in locations shown in the plan set.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 1113 feet of pipe bursting to upsize 8" sewer to a 10", 136 feet of bore and jack minimum 10" sewer, and 83 feet of new 10" SDR-35 PVC.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the R-1050 non-rocking solid lid, lettered "Madison Metropolitan Sewerage District" per the Madison Metropolitan Sewerage District Standard Details. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

ARTICLE 510 – SEWER PIPE BURST REHABILITATION OF SANITARY SEWER

ARTICLE 510.1 INTENT

This specification shall cover replacement of existing sanitary sewer through the use of a pipe bursting system approved by the Engineer. Where called for on the plan set, existing 8-inch CI shall be replaced with a 10-inch inside diameter High Density Polyethylene (HDPE) or fusible C-900 pipe. Pipe bursting methodology; be it dynamic pneumatic, hydraulic, or static will be at the discretion of the Contractor but subject to approval by the Engineer. Any methodology submitted for approval by the Contractor shall meet all specifications and requirements detailed in this document, including requirements based on restricted access.

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

ARTICLE 510.2 REFERENCE DOCUMENTS

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

ARTICLE 510.3 CONTRACTOR PRE-QUALIFICATIONS

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

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

ARTICLE 510.4 QUALITY ASSURANCE

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

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

ARTICLE 510.5 SUBMITTALS

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

- 1) Shop Drawings, Catalog Numbers, and Manufacturer technical data showing complete information regarding material composition, physical properties, and dimensions of new pipe and fittings. Manufacturer recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
- 2) Verifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the proposed pipe bursting equipment by an authorized representative of the equipment manufacturer.
- 3) Verifications from the pipe manufacturer of training in the proper method of handling and installing the new pipe. Verifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.
- 4) Detailed construction procedures, and layout plans to include sequence of construction. Locations, sizes, and construction methods for the service reconnection pits.
- 5) Method of construction, reconnection, and restoration of existing service laterals.
- 6) Methods of modification, if required, for existing sewer access structures.
- 7) Detailed procedures for the installation and bedding of pipe in launching and receiving pits.
- 8) Sewer bypass plans, including detailed methods and a list of equipment to be utilized.
- 9) Contingency plans for the following undesired conditions:
 - a) Unforeseen obstructions causing burst stoppage, such as unanticipated changes in host pipe material, repair sections, concrete encasements or cradles, buried or abandoned manholes, or changes in direction not depicted on maps provided by the City
 - b) Substantial surface heave occurring due to depth of the existing pipe vs. the amount of upsizing
 - c) Damage to existing service connections or replacement pipe
 - d) Damage to other existing utilities
 - e) Loss and return of line and grade
 - f) Soil heave or settlement.

ARTICLE 510.6 DELIVERY, STORAGE, AND HANDLING

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer to prevent damage. If new pipe and fittings become damaged before or during installation it shall be

repaired or replaced, as recommended by the manufacturer or required by the Engineer at no additional cost to the City. No materials shall be dumped, dropped, pushed, or rolled into any trench. Pipe shall be less than 2 years old at the time of installation.

ARTICLE 510.7 ACCEPTABLE BURSTING EQUIPMENT

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

HDD/Impactor Pipe Bursting

HDD/Impactor Pipe Bursting creates an impact load in the pipe by applying a “hoop” stress into the pipe, causing it to burst in tension. The Dynamic Bursting system consists of a 24,000, 33,000, or 50,000 class Horizontal Directional Drill and a pneumatic (Air Impactor) or mechanical (Rotary Impactor) bursting tool. Both the Air and the Mechanical Impactor rely on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously, the new replacement pipe is installed in the void created by the bursting tool. The horizontal directional drill is used to drill from the surface down to, and through, the sections of pipe to be replaced then back up to the surface where the appropriate bursting tool is attached to the drill rod. The horizontal directional drill then pulls the bursting tool into the old pipe providing a constant tension pulling force and maintaining correct line and grade while the tool bursts the pipe. This technique is aimed at the replacement of gravity pipes as well as pressure pipes and is suitable for diameters of 6-inches to 12-inches.

Pneumatic Pipe Bursting

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

Hydraulic Pipe Bursting

Rather than the pipe being burst from the transfer of a pulling or hammering radial force into the plane of the pipe diameter, the bursting head diameter expands, fragmenting the pipe from the inside.

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

Static Pipe Bursting

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

ARTICLE 511

MATERIAL SPECIFICATIONS

ARTICLE 511.1 PIPE SPECIFICATIONS

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

Fusible 10" DIPS AWWA C900 DIPS DR25 with mechanical wye joint to standard PVC fitting is considered an acceptable pipe material for this pipe bursting work.

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

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

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

ARTICLE 511.2 MATERIAL TESTING

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

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

ARTICLE 512

METHOD OF CONSTRUCTION

Pipe bursting shall replace the existing 8-inch cast iron pipe in the easement south of Industrial Dr. with minimum 10-inch inside diameter pipe (12" HDPE IPS, DR11 or fusible 10" DIPS C900 pipe DR 25), as specified in Article 511.1.

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

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

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

Videos and TV reports of the sanitary sewer that is planned to pipe burst with this project have been included in Attachment A as well as online at the following website. This information has been made

available to you for bidding purposes. If you have problems, DVDs or CDs will also be available upon request. In order to access the videos online, enter the following on your Microsoft Internet Explorer address bar:

<ftp://ftp.cityofmadison.com>

click Page
select Open FTP site in Windows Explorer

Enter the following at the prompt:
Username: cityftp
Password: 2upload!

If you are not prompted, go to the File menu and select Login As and use the following use the following Username/ password combination:
Username: cityftp
Password: 2upload!

After you have accessed the City ftp site, the directory of interest for this project is called INDUSTRIAL DRIVE PIPE BURSTING. Copy the video files and pdf files onto your hard drive, and the videos are yours to watch for bidding.

If you have problems, the videos and pdfs will be available on DVDs or CDs upon request.

ARTICLE 512.1 LAUNCHING PIT

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

ARTICLE 512.2 EXISTING UTILITIES

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

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

ARTICLE 512.4 PIPE JOINING

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

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

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

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

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

ARTICLE 512.5 BYPASSING OF FLOWS

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

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

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

Bypass Wastewater pumping required during pipe bursting installation shall be paid for under Bid Item 90071- Heavy Wastewater Control.

ARTICLE 512.6 LUBRICATION

Lubrication shall be used if, in the opinion of the Contractor, such lubrication is necessary to ensure the successful completion of the job. The Contractor shall use a lubricant approved by the Construction Engineer. Generally lubricants are used in pipe bursting when the new pipe is equal to or greater than two (2) times the diameter of the existing pipe, the burst length exceeds 300 feet, the diameter of new pipe exceeds 12-inches, or the host pipe is under ground water. All lubrication required for installation of the pipe shall be considered incidental to pipe bursting.

ARTICLE 512.7 SERVICE RECONNECTION

All sanitary laterals shall be reinstated by open pit excavation. There are no anticipated lateral reinstatement within the proposed pipe burst.

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

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

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

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

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

ARTICLE 512.9 RESTORATION

SANITARY ACCESS STRUCTURE (SAS) RESTORATION

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

Prior to restoring sanitary access structures, the installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to sealing the annulus or backfilling the insertion pit. A sufficient excess length of new pipe, but not less than two (2) to four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence. Restraint of pipe ends shall be achieved by means of Central Plastics Electro Fusion coupling, or approved equal. The electro fusion couplings shall be slipped over the pipe ends, against the sewer access structure wall and fused into place. Installation of electro fusion couplings shall be done in accordance with the manufacturer's recommendations.

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

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

- a. For restorations up to three (3) inches, grout shall be used. The grout design mix shall meet or exceed 500 psi (3,447 kPa) compressive strength at 28 days. The Contractor may, with the approval of the Construction Engineer, incorporate grout additives to improve flow properties, provided that the minimum compressive strength requirements are met.
- b. For SAS restorations greater than three (3) inches, concrete shall be used and the Contractor shall be compensated with both a Sanitary Sewer Tap (Bid item 50791) and a Reconstruct Bench and Flowline (Bid Item 50103).

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

EXCAVATION PIT/ UTILITY POTHOLING RESTORATION

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

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

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

ARTICLE 513

FIELD TESTING

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

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

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

All testing shall be considered incidental to pipe bursting.

CCTV INSPECTIONS

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

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

CCTV inspections shall be considered incidental to pipe bursting.

AIR TEST

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

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

BID ITEM 90000 – MAINTAIN BIKE & PEDESTRIAN CROSSING

DESCRIPTION

This special provision describes maintaining an accessible bike path crossing the construction zone. The bike path adjacent to the railroad tracks is a highly used path, and the contractor shall use all means necessary to maintain a crossing for this path.

Proper signage shall also be provided to alert path users of the location of the temporary crossing as well as any required signage to alert vehicles of the pedestrian crossing, which includes temporary pavement markings to mark the crossing of the travel lane.

Maintaining this crossing consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. If required due to the location of the temporary cross walk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item.

The Contractor may not use existing driveway aprons to provide this temporary access unless written permission is received from the adjacent property owner and if a signage and traffic control plan is provided and approved.

This item includes all work necessary to install, relocate, maintain, and remove the temporary crossing material as necessary for construction so that the bike and pedestrian crossing is maintained throughout construction.

MATERIALS

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

CONSTRUCTION

Install, maintain, and remove temporary surface material at the primary bike and pedestrian crossing area indicated. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 8 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the temporary crossing when disturbed

by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the temporary crossing material, maintaining that temporary access may require removing and relaying the material in the same location.

MEASUREMENT

MAINTAIN BIKE & PEDESTRIAN CROSSING will be measured by the lump sum acceptably completed.

PAYMENT

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

BID ITEM 90001 – GEOSYNTHETIC REINFORCEMENT FABRIC

DESCRIPTION

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

CONSTRUCTION METHODS

The GEOSYNTHETIC REINFORCEMENT FABRIC shall be installed in accordance with the manufacturer's recommendations. A maximum of 12" of Undercut shall be removed, in areas of soft soils, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the GEOSYNTHETIC REINFORCEMENT FABRIC in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed GEOSYNTHETIC REINFORCEMENT FABRIC.

METHOD OF MEASUREMENT

The GEOSYNTHETIC REINFORCEMENT FABRIC shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity.

BASIS OF PAYMENT

GEOSYNTHETIC REINFORCEMENT FABRIC shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

BID ITEM 90070 - 10 INCH DIAMETER PIPE BURST SANITARY SEWER PIPE

DESCRIPTION

Work under this item shall include using pipe bursting methods to replace 1113 feet of sanitary sewer main as shown in plan set. The existing 8-inch diameter cast iron sanitary sewer main shall be replaced with a minimum of a 10" inside diameter pipe (12-inch diameter IPS HDPE DR11). All equipment, tools, labor, materials, and procedures shall conform to the requirements set forth in Section 510 and 511 of these specifications. Mobilization, replacement, and modification of the sewer access structure inverts, sewage bypassing, field testing, CCTV inspection, and utility exposing shall all be considered incidental to the trenchless pipe replacement. Any excavation and below surface restoration required for launching and receiving pits shall be incidental to pipe bursting.

Fusible 10" Diameter DIPS Fusible C900 DR25 with mechanical wye joint to standard PVC fittings is considered an acceptable alternate for this pipe bursting work. If the Contractor would like to use fusible C900 pipe for the proposed pipe burst, the material specifications shall be submitted and will be subject to approval by City Engineering.

LAUNCHING AND RECEIVING PITS

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

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

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

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

MEASUREMENT AND PAYMENT

PIPE BURST 10" DIAMETER SANITARY SEWER PIPE shall be measured by the linear foot, measured along the longitudinal axis from center of structure to center of structure.

BASIS OF PAYMENT

PIPE BURST 10" DIAMETER SANITARY SEWER PIPE shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: mobilization, traffic control, erosion control, brushing, installation, testing, and SAS connections.

BID ITEM 90071 – BORE AND JACK 10 INCH DIAMETER SANITARY SEWER

DESCRIPTION

Work under this item shall include the installation and material cost to BORE AND JACK 10" DIAMETER SANITARY SEWER main with casings. The sanitary sewer shall be installed by boring and jacking where included with this bid item is a suitable sized "casing pipe". The casing pipe must be sized by the contractor in order for the inner sanitary sewer pipe to properly fit within the casing pipe. All costs for furnishing and installing the steel casing pipe, casing spacers, access and receiving pits, and all work necessary to push the casing pipe shall be included.

Included in this item is the excavation and backfilling of the receiving pits. Disposal of the excess material shall be by the Contractor off site at a location to be determined by the Contractor. Backfilled material shall meet City of Madison Standard Specifications for Public Works Construction - Latest Edition. Necessary work and materials to adequately secure the pits with full cover or security fencing shall be incidental to this bid item. The 10" diameter sanitary sewer being installed with the casing will be included as incidental to this Bore and Jack bid item.

The Contractor is informed that the casing pipe specified shall be at a minimum of 24" diameter or as large as deemed necessary by the contractor to successfully complete the work in accordance with the construction plans.

The sanitary sewer main inside the casing shall be ASTM AWWA C900.

MATERIALS

Bore and Jack shall include all materials necessary to install the 12" sanitary sewer pipe in accord with the requirements above. A casing pipe included with this item shall be in accord with the following:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.4375" minimum thickness (See chart on Sheet U-1 for casing thickness requirements)
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

The Contractor shall submit the following to the Engineer for approval prior to ordering of materials and the start of construction:

- Certificate of compliance for the steel casing pipe
- Materials for sand or pea gravel
- Materials for casing spacers and distances between spacers
- Materials and methods for bulkheading the casing ends

CONSTRUCTION METHODS

Contractor will be allowed to use wood blocking and/or pipe spacers to suspend the pipe in casing pipe to obtain the proper design slope. Both will be considered acceptable installation methods. The design slope will be verified by a City surveyor and if the slope is back-pitched or nor at an acceptable slope, the Construction Engineer will require the pipe be adjusted.

Blocking Method:

Prior to installing pipe in the casing, a set of **four** wood blocks shall be strapped to **both** ends of the pipe **five feet (5')** from **each end**. The blocks shall be set so that the pipe does not touch the casing. Pipe joints shall be made outside of the casing. Sand or Pea gravel shall be washed or blown into the casing to the spring line of the pipe to provide bedding under the pipe.

Pipe Spacers Method:

Non-Centered stainless Steel spacers (PSI S8GN-2 http://www.pipelineseal.com/pdf_lit/csem&bg.pdf or approved equivalent) shall be installed in the casing pipe at varying to the new sewer main to set the sewer main to the desired slope. Spacers shall be installed in accordance with the manufacturer's specifications with maximum spacing of 8'.

The untrenched construction shall be performed by dry auger boring and jacking. Water jacking for excavation of the soil is not allowed. The use of water to facilitate removal of spoil is permitted. The untrenched construction shall extend beneath the railroad tracks to the limits shown on the plan set.

For the casing installation, the bore hole diameter shall be essentially the same as the outside diameter of the pipe. In soft, unstable soil, the auger shall be inside the casing, but no undersized, so as not to create a void between the casing and the soil. If voids should develop or if the bore hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, the voids shall be pressure grouted.

Connection of adjacent lengths of steel pipe shall be done by continuous, circumferential, field butt welding in accordance with AWWA C206. The connection shall result in a straight and true casing with a watertight seal.

The conduit pipe shall be installed on line and grade through the casing pipe. Install approved casing spacers at the approved distances. Fill the annular space between the casing and carrier pipe with the approved material (sand or pea gravel). Contractor shall record amount of approved material installed and submit to the Engineer to verify annular space has been filled completely.

Take care to ensure that developed thrust pressures do not disturb existing utilities in or around the bore pit area. Any damage to utilities- public or private will be the responsibility of the contractor to repair.

METHOD OF MEASUREMENT

BORE AND JACK 10" DIAMETER SANITARY SEWER shall be measured by the lineal foot for successful completion of the 10" sanitary sewer pipe and larger casing pipe as described above which shall include all materials, equipment, labor, and incidentals necessary to complete the work.

BASIS OF PAYMENT

BORE AND JACK 10" DIAMETER SANITARY SEWER shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

BID ITEM 90072 – HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 225 gpm bypass being required for the MMSD sewer interceptor in MMSD MH03-102 running half full.

METHOD OF MEASUREMENT

HEAVY WASTEWATER CONTROL shall be measured by the Lump Sum acceptably completed.

BASIS OF PAYMENT

HEAVY WASTEWATER CONTROL measured as described, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO. 8543**

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 - 2020 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
RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO. 8543

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

KNOW ALL MEN BY THESE PRESENT, 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:

RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION CONTRACT NO. 8543

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

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

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

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

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

Signature of Authorized Contractor Representative

Date

SECTION H: AGREEMENT

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

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

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

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

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

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

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

Countersigned:

	Company Name
Witness	President
Date	Date
Witness	Secretary
Date	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Finance Director	City Attorney
Date	Date
Witness	Mayor
Date	Date
Witness	City Clerk
Date	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, 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:

**RIMROCK INTERCEPTOR - INDUSTRIAL DRIVE EXTENSION
CONTRACT NO. 8543**

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

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President Seal

Secretary

Approved as to form:

Surety Seal
 Salary Employee Commission

City Attorney

By _____
Attorney-in-Fact

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

Date

Agent Signature