

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

**2023**

**PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS**

**FOR**

**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES**

**CONTRACT NO. 8693**

**PROJECT NO. 14215**

**MUNIS NO. 14215**

**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>

**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES  
CONTRACT NO. 8693**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1

SECTION B: PROPOSAL SECTION.....B-1

SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1

SECTION D: SPECIAL PROVISIONS..... D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1

SECTION F: BEST VALUE CONTRACTING .....F-1

SECTION G: BID BOND ..... G-1

SECTION H: AGREEMENT ..... H-1

SECTION I: PAYMENT AND PERFORMANCE BOND .....I-1

This Proposal, and Agreement have  
been prepared by:

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

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

JMW: mg

# SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES
CONTRACT NO.:	8693
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	12/07/2023 (VIRTUAL)
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	12/07/2023
BID SUBMISSION (2:00 P.M.)	12/14/2023
BID OPEN (2:30 P.M.)	12/14/2023
PUBLISHED IN WSJ	11/30/2023 & 12/07/2023

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

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-publicworks/contracts/small-business-enterprise-sbe-meetings>. Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, [TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com).

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

**BIDS TO BE SUBMITTED:** by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

**Building Demolition**

- 101  Asbestos Removal
- 110  Building Demolition
- 120  House Mover

**Street, Utility and Site Construction**

- 201  Asphalt Paving
- 205  Blasting
- 210  Boring/Pipe Jacking
- 215  Concrete Paving
- 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221  Concrete Bases and Other Concrete Work
- 222  Concrete Removal
- 225  Dredging
- 230  Fencing
- 235  Fiber Optic Cable/Conduit Installation
- 240  Grading and Earthwork
- 241  Horizontal Saw Cutting of Sidewalk
- 242  Hydro Excavating
- 243  Infrared Seamless Patching
- 245  Landscaping, Maintenance
- 246  Ecological Restoration
- 250  Landscaping, Site and Street
- 251  Parking Ramp Maintenance
- 252  Pavement Marking
- 255  Pavement Sealcoating and Crack Sealing
- 260  Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262  Playground Installer
- 265  Retaining Walls, Precast Modular Units
- 270  Retaining Walls, Reinforced Concrete
- 275  Sanitary, Storm Sewer and Water Main Construction
- 276  Sawcutting
- 280  Sewer Lateral Drain Cleaning/Internal TV Insp.
- 285  Sewer Lining
- 290  Sewer Pipe Bursting
- 295  Soil Borings
- 300  Soil Nailing
- 305  Storm & Sanitary Sewer Laterals & Water Svc.
- 310  Street Construction
- 315  Street Lighting
- 318  Tennis Court Resurfacing
- 320  Traffic Signals
- 325  Traffic Signing & Marking
- 332  Tree pruning/removal
- 333  Tree, pesticide treatment of
- 335  Trucking
- 340  Utility Transmission Lines including Natural Gas, Electrical & Communications
- 399  Other \_\_\_\_\_

**Bridge Construction**

- 501  Bridge Construction and/or Repair

**Building Construction**

- 401  Floor Covering (including carpet, ceramic tile installation, rubber, VCT)
- 402  Building Automation Systems
- 403  Concrete
- 404  Doors and Windows
- 405  Electrical - Power, Lighting & Communications
- 410  Elevator - Lifts
- 412  Fire Suppression
- 413  Furnishings - Furniture and Window Treatments
- 415  General Building Construction, Equal or Less than \$250,000
- 420  General Building Construction, \$250,000 to \$1,500,000
- 425  General Building Construction, Over \$1,500,000
- 428  Glass and/or Glazing
- 429  Hazardous Material Removal
- 430  Heating, Ventilating and Air Conditioning (HVAC)
- 433  Insulation - Thermal
- 435  Masonry/Tuck pointing
- 437  Metals
- 440  Painting and Wallcovering
- 445  Plumbing
- 450  Pump Repair
- 455  Pump Systems
- 460  Roofing and Moisture Protection
- 464  Tower Crane Operator
- 461  Solar Photovoltaic/Hot Water Systems
- 465  Soil/Groundwater Remediation
- 466  Warning Sirens
- 470  Water Supply Elevated Tanks
- 475  Water Supply Wells
- 480  Wood, Plastics & Composites - Structural & Architectural
- 499  Other \_\_\_\_\_

**State of Wisconsin Certifications**

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

## SECTION B: PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES  
CONTRACT NO. 8693**

**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



**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES  
CONTRACT NO. 8693**

**Small Business Enterprise Compliance Report**

**SBE Contact Report**

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

SBE Information

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

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

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

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

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

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

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

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

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

Yes     No

3. Did this SBE submit a bid?     Yes     No

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

Yes     No

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

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

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

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

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

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

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6. Describe any other good faith efforts:

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## **SECTION D: SPECIAL PROVISIONS**

### **SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES CONTRACT NO. 8693**

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

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

The length of the project for the work on Sheboygan Avenue between Whitney Way and Eau Claire Avenue is approximately 870 linear feet. The length of the project for the work on Sheboygan Avenue between Eau Claire Avenue and Segoe Road is approximately 1730 linear feet. The length of the project for the work on Segoe Road between Regent Street and University Avenue is approximately 2450 linear feet. The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

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

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

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

There are two BRT (Bus Rapid Transit) stations planned within the project limits. The contractor should take care to avoid damaging brand new BRT infrastructure. The BRT station at Sheboygan Avenue and Eau Claire is complete, but the BRT station at Sheboygan Avenue and Segoe Road will be constructed in the spring alongside this project at the same time. In addition to pavement match points, there are 5 proposed storm inlets adjacent or inside the BRT project limits which will require special attention to coordinate. Storm Sewer and Water Main on Segoe Road north of Sta. 122+50 must be completed when required according to the BRT construction schedule.

This contract includes all asphalt pavement and base within the BRT project limits, not including the bike path behind their station at the NW corner of the Sheboygan Avenue and Segoe Road intersection. It also includes BRT pavement marking as shown on the plans. Any additional colored paint will be completed by the BRT project.

This contract does not include any concrete pavement, sidewalk, ramps, curb, or restoration work associated with the BRT project. These areas are marked as 'BRT Station' or 'Proposed BRT Improvements' on the plans. Please coordinate with the BRT contractor to properly align completion schedules for adjacent work.

The contractor will coordinate construction schedules, road closures, plans, and match points with the following team for BRT:

Michael Schneider, AECOM (Design); [michael.schneider2@aecom.com](mailto:michael.schneider2@aecom.com)  
Monty Carlson, HNTB (Construction); [mcarlson@HNTB.com](mailto:mcarlson@HNTB.com)  
Graham Carey, City of Madison BRT program manager; [gcarey@cityofmadison.com](mailto:gcarey@cityofmadison.com)

The Madison Yards development is located on the NW corner of Sheboygan Avenue and Segoe Road. The contractor should take care to avoid damaging brand new right of way improvements on the north side of Sheboygan Avenue approximately from Sta 24+75.00 to Sta 29+00.00 and the west side of Segoe Road from Sta 125+00.00 to Sta 130+50.00.

Construction on the Madison Yards site or adjacent ROW is not anticipated to conflict with this project. Should any issues arise, the Contractor should contact the Madison Yards developer Sean Roberts at [sroberts@summitsmith.com](mailto:sroberts@summitsmith.com) or their primary contractor Mitch Kidd at [mkidd@csmith.com](mailto:mkidd@csmith.com).

### **Access to Properties**

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

### **Existing Items to Remain**

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

### **Coordination with Utilities**

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

The City of Madison has underground lighting conduit (Sheboygan), fiber duct (Segoe Median), and TE fiber lines (Segoe @ Regent) within the project limits. Use the following contacts to resolve any potential conflicts:

Lighting Conduit: Chad Veinot, [cveinot@cityofmadison.com](mailto:cveinot@cityofmadison.com)  
Fiber Duct: Taletha Skar, [tskar@cityofmadison.com](mailto:tskar@cityofmadison.com)  
TE fiber: Jerry Schippa, [jschippa@cityofmadison.com](mailto:jschippa@cityofmadison.com)

In addition to the public utilities, MCI (underground), Charter Communications (underground), MG&E Gas (underground), and MG&E Electric (overhead & underground) have facilities within the project limits.

MCI has underground fiber lines within the project limits. MCI crosses a proposed storm (approx. 1.5' clearance) and water line (approx. 3' clearance) at the intersection of Sheboygan Avenue and Segoe Road. The Contractor shall contact Randy Cicatello, [randy.cicatello@verizon.com](mailto:randy.cicatello@verizon.com) to resolve potential conflicts.

Charter Communications has underground lines within the project limits. The Contractor shall contact Sean Potter, [Sean.Potter@charter.com](mailto:Sean.Potter@charter.com) to resolve potential conflicts.

MG&E gas has gas facilities within the project limits. The Contractor shall contact Roger Ahles, [rahles@mge.com](mailto:rahles@mge.com) to resolve potential conflicts.

MG&E has overhead lines and underground electric facilities within the project limits that may need to be relocated. The underground facilities are located from Frey St to University Avenue, and crossing Segoe at Sawyer Terrace. No MG&E overhead poles need be disturbed in this project. The Contractor shall contact Tony Sanfratello, [asanfratello@mge.com](mailto:asanfratello@mge.com) to coordinate any relocation work.

## **SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

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

## **SECTION 107.6 DUST PROOFING**

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

## **SECTION 107.7 MAINTENANCE OF TRAFFIC**

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

Segoe Road and Sheboygan Avenue may be closed to thru traffic at the project limits. Access to commercial and residential driveways must be maintained at all times. Construct driveways in halves when necessary to allow local traffic or notify residence/business 72 hours for full closures. Do not close adjacent intersections to local traffic at the same time. This applies to Vernon Boulevard, Heather Crest, and Frey Street.

Eau Claire Avenue shall remain open across Sheboygan Avenue at all times.

When the sanitary sewer is installed in the Segoe Avenue/Regent Street intersection, the Contractor may close the eastbound and westbound thru movements within the intersection and all left turn movements for a maximum of 5 calendar days. Right turns from eastbound Regent Street to southbound Segoe Road and from northbound Segoe Rd to eastbound Regent Street shall be maintained during this time. Contact [metronotice@cityofmadison.com](mailto:metronotice@cityofmadison.com) at least 7 days prior.

Sawyer Terrace is a one way to the east and must remain open at all times to local traffic. This is especially important for emergency services.

Message boards shall be placed ten (10) days prior to the Segoe Road and Sheboygan Road closure at each end. Place total eight (8) message boards throughout project area, two (2) boards on the north end

and two (2) on the south end of Segoe Road. For Sheboygan Avenue, place two (2) boards on east side and two (2) boards on west side.

Message boards shall read:

“Segoe Road to close starting (start date) to (end date), local traffic only”

“Sheboygan Avenue to close starting (start date) to (end date), local traffic only”

Madison Metro shall be notified ten (10) days in advance for bus reroute. Madison Metro can be notified by emailing [metronotice@cityofmadison.com](mailto:metronotice@cityofmadison.com). This allows adequate notice for Metro to reroute bus routes and move stops when necessary.

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

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

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

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

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

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

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

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

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal

with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify the traffic engineer upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or [aheinritz@cityofmadison.com](mailto:aheinritz@cityofmadison.com) for questions on this spec.

### **BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER**

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

#### **SECTION 108.2 PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit. The City of Madison will submit a DNR Sanitary Sewer Submittal but it is not expected to be issued before the start date of the project in order to coordinate with the BRT project. Sanitary work must not begin until the DNR issues the Sanitary Sewer Permit.

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.

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**

Storm sewer and water items constructed under this contract on Segoe Road inside the BRT project limits (between approximately Sta. 122+75 and Sta. 125+00) must be completed **by May 31, 2024**. Upstream storm sewer, starting at structure S-45 through the BRT station, may be installed out of typical phasing in order to accommodate this schedule requirement.

Work on Sheboygan Avenue between Whitney Way and Eau Claire Avenue must be completed within **FORTY (40) CALENDAR DAYS**.

Work on Sheboygan Avenue between Eau Claire Avenue and Segoe Road must be completed within **SIXTY (60) CALENDAR DAYS**. If surface paving on this portion of Sheboygan Avenue will be completed at the same time as surface paving on Segoe Road, then all work, excluding the surface paving and related work, shall be completed within this timeframe. If surface paving will not be completed in

coordination with surface paving on Segoe Road, then all work, up to and including surface paving and pavement markings in this location shall be completed within the specified timeframe. The start date for this timeframe will begin once there is disturbance on Sheboygan Avenue west of Station 27+50.

Segoe Road must be reopened to all through traffic in both directions, including vehicles, pedestrians, and bicycles by **September 2, 2024**.

All Work on this contract must be completed by **October 25, 2024**.

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

### **SECTION 109.9 LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete storm sewer and water main work on Segoe Road inside the BRT project limits shall be \$1,750 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work under this contract by October 25, 2024 shall be \$3,500 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to reopen Segoe Road to all through traffic, including vehicles, pedestrians, and bicycles by September 2, 2024 shall be \$1,750 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on Sheboygan Avenue between Whitney Way and Eau Claire Avenue within the specified timeframe shall be \$1,000 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on Work on Sheboygan Avenue between Eau Claire Avenue and Segoe Road within the specified timeframe shall be \$1,200 per calendar day.

In the event that the Contractor fails to complete the work by any of the specified interim completion dates or timeframes or otherwise fails to complete the work on the overall contract by the specified date, the fixed, agreed, and liquidated damages due the City of Madison from the Contractor shall be the summed amounts.

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

The 6" of topsoil removal called for in the Segoe Road median south of Sheboygan Ave., and the excavation cut for the Segoe Road median swale shown on the plans is included in the plan quantity for this contract.

### **BID ITEM 20204 – SELECT FILL**

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

### **BID ITEM 20219 – BREAKER RUN**

It is assumed that 25% of Segoe Road (Regent Street to University Avenue) and Sheboygan Avenue (Whitney Way to Sheboygan Road) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item.

### **BID ITEM 20336 – PIPE PLUG**

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

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

This contract includes four (4) sanitary and two (2) storm additional undistributed PIPE PLUGSs to be performed at the direction of the Engineer.

### **BID ITEM 20401 – CLEARING**

### **BID ITEM 20406 – GRUBBING**

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

### **SECTION 210.1(d)      STREET SWEEPING**

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

### **BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER**

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

### **BID ITEM 40231 – ASPHALT DRIVE & TERRACE**

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

### **BID ITEM 40301 – FULL WIDTH GRINDING**

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

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

The sewer designer for the project is Todd Chojnowski. He may be contacted at (608) 266-4094 or [tchojnowski@cityofmadison.com](mailto:tchojnowski@cityofmadison.com).

### **SANITARY SEWER GENERAL**

This project shall include installing approximately 338 feet of new 8" PVC SDR-35, 880 feet of new 10" PVC SDR-35/SDR-26, and 390 feet of 12" PVC SDR-35/SDR-26 sewer main and 208 feet of new sanitary lateral (8" laterals paid as 8" Sewer Main).

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

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

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

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

The sanitary permit is not expected to be issued by the DNR at the start date of the project. Sanitary work must not begin until the permit is obtained.

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

### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing new 12", 15" and 18" storm sewer main, installing new inlets and structures and reconnection of existing storm sewer infrastructure.

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

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

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

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

Storm sewer work located within the limits of the BRT project which would affect the progress of the BRT project located between 28+75.00 and 30+75.00 & 123+00.00 and 125+00.00 must be completed according to the BRT project schedule. This storm work shall be coordination with the site contractor for the BRT project.

### **BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III**

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

### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

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

### **BID ITEM 50762 – SADDLE INLET TYPE II**

#### **DESCRIPTION**

This work shall include, but not be limited to, fabrication and installation of a Saddle Inlet Type II. See City of Madison Standard Detail 5.7.9. for specifics of fabrication and installation except creating the opening into the storm box culvert. To create the opening into the 3'x7' storm box culvert, a 12" core shall be used to minimize the damage to the box culvert under a roadway. The core will be paid under bid item 50792 (STORM TAP).

#### **METHOD OF MEASUREMENT**

Saddle Inlet Type II shall be measured per each specific instance as identified in the field.

#### **BASIS OF PAYMENT**

Saddle Inlet Type II shall be paid for at the contract unit price, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.

### **BID ITEM 50801 – UTILITY LINE OPENING (ULO) (UNDISTRUBUTED)**

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

This contract includes five (5) additional undistributed ULOs to be performed at the direction of the Construction Engineer.

### **SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The water designer for this project is:

- Ryan Newman  
608.261.9640  
rnewman@madisonwater.org

This project consists of water main improvements Segoe Road, from Vernon Boulevard to University Avenue as well as improvements to the intersections of Vernon Boulevard, Sheboygan Avenue, Sawyer Terrace, and Frey Street. The project also includes abandoning existing water main. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned.

The existing water main infrastructure in this area consists of 6-inch cast iron and ductile iron pipe from the 1950's. A general outline of the work is as follows:

- Furnish and install new 6-inch, 8-inch, and 12-inch ductile iron water main and fittings as shown on the plans.
- Replace existing services as shown on the plans.
- Abandon the existing water main with a series of “cut-in” and “cut-off” points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades on both Segoe Road and Sheboygan Avenue.

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

### **SECTION 703 CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison Standard Specifications For Public Works Construction, 2023 Edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

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

#### **SECTION 703.8 WATER MAIN SHUTOFFS**

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their business needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners, and residents. Specific requirements for advanced outage notifications and restrictions for their timing are noted in the sections below.

- **The Overlook at Hilldale, 4620 Frey Street.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Kristy (608) 238-3776 (office) AND email Hilldale@stonehousedevlopment.com
- **Venture Apartments, 619 N Segoe Road.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Tami H. (608) 268-4983 (office)
- **The Coventry, 601 N Segoe Road.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Tyrone Bell (608) 516-1891 (cell)
- **Segoe Terrace, 602 Sawyer Terrace.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Julia (608) 231-2343 (office)
- **Renaissance Senior Living, 602 N Segoe Road.**
  - Provide notification **with as much time as possible** in advance of service outage.
  - Contact: Jamison (608) 949-7550 (office)
- **Vacant, 517 N Segoe Road.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Caleb (608) 284-0132 (cell)
- **Vacant, 401 N Segoe Road.**
  - Provide notification **a minimum of two business days** in advance of service outage.

- Contact: Caleb (608) 284-0132 (cell)
- 
- **Karen Arms Apartments, 420 N Segoe Road.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Patrick (608) 442-4406 (office)
- 
- **Hamptons at Hilldale, 205 N Segoe Road.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Taylor (608) 443-4362 (office) OR (920) 789-8341 (cell)
- 
- **The Manchester on Midvale, 226 Midvale Boulevard.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Lauren (608) 438-2291 (cell)

**WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:**

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

**BID ITEM 90001 – TEMPORARY CROSSWALK ACCESS**

**DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp shall be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

**MATERIALS**

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

## **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access shall require removing and relaying the material in the same location.

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

## **METHOD OF MEASUREMENT**

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

## **BASIS OF PAYMENT**

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

## **BID ITEM 90002 – 12-INCH CONCRETE MEDIAN**

### **DESCRIPTION**

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

### **MATERIALS**

The 12-in Concrete Medians shall be composed of concrete conforming to Part III of the City of Madison Standard Specifications. Adjust thickness of upper layer of aggregate base to 5.5-inches underneath the 12-inch Concrete Median.

### **METHOD OF MEASUREMENT**

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

### **BASIS OF PAYMENT**

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

## **BID ITEM 90003 – 7-INCH CONCRETE MEDIAN**

### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct the 7-inch Concrete Median as shown on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications.

#### **MATERIALS**

The 7-in Concrete Medians shall be composed of concrete conforming to Part III of the City of Madison Standard Specifications. Adjust thickness of upper layer of aggregate base to 10.5-inches underneath the 7-inch Concrete Median.

#### **METHOD OF MEASUREMENT**

The 7-in Concrete Medians shall be measured in place by the square feet of surface area.

#### **BASIS OF PAYMENT**

The 7-in Concrete Medians, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

### **BID ITEM 90004 – BIKE LANE 3-INCH ASPHALT OR 7-INCH CONCRETE**

#### **DESCRIPTION**

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct the Bike Lane as shown on the plans. All work shall be performed per Part III or Part IV of the City of Madison Standard Specifications depending on whether contractor chooses to use concrete or asphalt pavement. The contractor shall inform the Project Engineer (Mario Galindez, (608) 266 – 4095) whether the Bike Lane will be concrete or asphalt at or before the Pre-Construction Meeting. Base materials will be paid under the appropriate bid items, and this item shall only be used for the surface material of the bike lane, excluding pavement within intersections.

#### **MATERIALS**

Contractor will choose a material to bid for this item. Descriptions of both materials are as follows:

Asphalt: The Bike Lane shall be composed of 3-inch HMA 4LT 58-28 S. Adjust thickness of aggregate base to 8.5-inches underneath the Bike Lane.

Concrete: The Bike Lane shall be composed of 7-inch Concrete. Sawcut transverse joints. Tie Bike Lane to concrete median and existing curb with #4 dowel bars spaced @ 3' OC. Place dowel bars a minimum of 3" from the surface or bottom of new or existing concrete. Dowel bars and sawcut joints are incidental to Bike Lane construction. Adjust thickness of aggregate base to 4.5-inches underneath the Bike Lane.

#### **METHOD OF MEASUREMENT**

The Bike Lane shall be measured in place by the square feet of surface area, and shall be measured between median noses adjacent to the bike lane, but not through street intersections.

#### **BASIS OF PAYMENT**

The Bike Lane, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description. If the Contractor elects to use asphalt pavement as the surface material and chooses a construction method that involves over-paving and removing the excess, compensation will only be provided for the final bike lane surface, and no additional compensation will be provided for excess pavement or removal thereof.

## **BID ITEM 90005 – REMOVE, SALVAGE, AND RESET PAVERS**

### **DESCRIPTION**

This bid item includes all work, equipment and incidentals necessary to Remove and Salvage pavers in the terrace at 5001 Sheboygan Avenue. At this location, there are existing pavers used for a terrace walk. The Contractor shall carefully remove the pavers in accordance with Article 203 of the City of Madison Standard Specifications, salvage all materials, and replace them in kind, once work on the curb is completed. The removal and replacement of the pavers shall be limited to only the area necessary to complete the curb replacement work. The Contractor shall also remove any base material for the bricks and rocks as necessary to allow for restoration with topsoil only. Removal of the base material shall be considered incidental to this bid item.

### **METHOD OF MEASUREMENT**

Remove, Salvage, and Reset Pavers shall be measured as a Lump Sum.

### **BASIS OF PAYMENT**

Remove, Salvage, and Reset Pavers, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

## **BID ITEM 90006 – SIDEWALK CURB**

### **DESCRIPTION**

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The sidewalk curb is to be installed, as directed by the Construction Engineer, at the back of walk in locations where the sidewalk is lowered. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide and shall be poured monolithic with the adjacent sidewalk.

### **METHOD OF MEASUREMENT**

Sidewalk Curb shall be measured by linear foot acceptably installed.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90007 FURNISH & INSTALL LOOP DETECTORS WIRES**

### **DESCRIPTION**

This special provision describes furnishing and installing loop detector wires cut into the surface of asphalt or concrete pavement or sidewalk or installed into the base aggregate, and connecting each loop detector to the loop detector lead in at the handhole. Each conductor shall be tied at ends to create three

or four passes. Whenever possible, loop detectors are preferred to be installed in the base course as opposed to cut into the surface, with the exception of bicycle loops which SHALL be cut into the surface.

**MATERIALS**

Furnish moisture resistant, UF-B 14-3 wire to be used as loop detector wire.

For installations cut into pavement, provide a flowable polyester sealant designed for traffic loop detectors. The sealant shall be self-leveling, flowable to allow the sealant to cover the loop within the slot. The sealant shall be rated for exterior use, shall be applicable to concrete and asphalt applications, and shall be grey in color when in concrete and black in color when in asphalt.

**CONSTRUCTION**

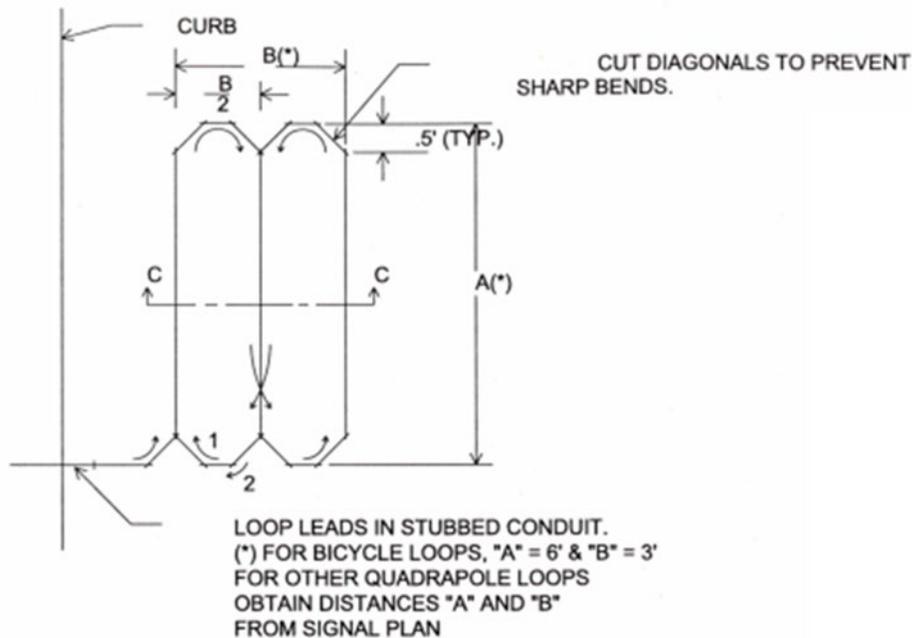
For loop detector wires installed in the base aggregate, contractor shall cut a trench into the compacted base aggregate prior to paving and wrap the loop detector wire in the trench leading back to the handhole behind the curb as shown in the plans. Secure the loop detector wire in the trench so that the paving process does not shift the cable.

For loop detector wires cut into the pavement, the contractor shall cut in a slot into the surface of the pavement or sidewalk (dimensions as shown on plans or outlined in MQ's). Chamfers no greater than 6-inches may be allowed to ease bending at corners. Slot dimensions are to be no wider than 0.25 Inches and to a depth no deeper than 2.25 inches from the surface of the pavement or sidewalk.

Detector slots shall be filled with flowable polyester sealant to be level with the pavement or sidewalk surface. Clean any excess sealant off the pavement or sidewalk.

At each handhole, each loop shall have 2-ft of 14-3 UF-B cable coiled in the handhole for slack.

*Bicycle detector detail:*



**METHOD OF MEASUREMENT**

The department will measure Furnish & Install Cut-In Loop Detectors by the Linear Foot, acceptably

completed, measured as the perimeter of the loop detector and distance from loop to the handhole plus an additional 2-ft of slack coiled in the handhole.

Conduit under the curb shall be considered ancillary to this item.

6-ft x 6-ft loops shall be	24 LF	+ distance to handhole +2-ft slack
6-ft x 10-ft loops shall be	32 LF	+ distance to handhole +2-ft slack
6-ft x 14-ft loops shall be	40 LF	+ distance to handhole +2-ft slack
6-ft x 3.5-ft bicycle loop shall be	31 LF	+ distance to handhole +2-ft slack
6-ft x 3-ft bicycle loop shall be	30 LF	+ distance to handhole +2-ft slack

If no details are provided in the plans, loop sizes and locations shall follow the description below:

6-ft x 6-ft loops shall be used for rear loops or exit loops.  
6-ft x 10-ft loops shall be used for stop bar loops  
6-ft x 14-ft loops *may* be used for stop bar loops  
6-ft x 3.5-ft bicycle loops shall be used at all bicycle loop locations  
6-ft x 3-ft bicycle loops are not used in this project

#### BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV90008	FURNISH & INSTALL LOOP DETECTOR WIRES	LF

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

#### **BID ITEM 90008 - FURNISH AND INSTALL #10 TRAFFIC SIGNAL NEUTRAL #10 AWG WIRE;**

#### **DESCRIPTION**

This special provision describes furnishing and installing #10 conductors for grounding purposes from the traffic signal controller base to each traffic signal base with 6-ft of slack in the controller cabinet and 3-ft of slack at each base.

#### **MATERIALS**

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

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

#### **CONSTRUCTION**

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

#### **METHOD OF PAYMENT**

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

#### **BASIS OF PAYMENT**

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>
<u>UNIT</u>	
SPV90009	FURNISH & INSTALL #10 TRAFFIC SIGNAL NEUTRAL #10 AWG WIRE
LF	

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

### **BID ITEM 90031 – COVER BOX CASTING**

#### **DESCRIPTION**

This work shall include, but not be limited to, installation of a 1 inch thick plate over the existing opening in the 3'x7' box culvert in the location called out on the plans and schedule as RC-#.

The 1" plate must be 2' wider than the width raw opening in the top of the box with a minimum overlap of 1' on each side of the raw opening (field verify needed-roughly 62"). The length of the 1" plate must cover the entire outside width of the box culvert (field verify needed-roughly 9'). A 2'x2' grid of 1" holes, 6" on center in the middle of the 1" plate. This grid of 1" holes is to allow drainage into the box culvert.

For installation, the existing grate is to remain in place and the 1" plate is to be placed over top of the existing grate. The contractor is to mastic any part of the box culvert that that is to come in contact with the plate and while the mastic is still wet, install the plate. The plate must then be anchored down with ANKR-TITE concrete anchors by drilling holes through the 1" plate and into the roof of the box culvert in accordance with their specifications.

#### **METHOD OF MEASUREMENT**

Cover Box Casting shall be measured per each specific instance as identified in the field.

#### **BASIS OF PAYMENT**

Cover Box Casting shall be paid for at the contract unit price, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.

### **BID ITEM 90032 – MASTIC INLET REPAIR**

#### **DESCRIPTION**

This work shall include, but not be limited to, installation of two (2) coats of mastic over any and all exposed metal rebar and/or mesh in the existing taps in the 3'x7' box culvert.

Possible locations of Mastic Inlet Repair are denoted in the schedule and as NOTE-2 on plans.

This contract includes two (2) additional undistributed Mastic Inlet Repairs to be performed at the direction of the Engineer.

#### **METHOD OF MEASUREMENT**

Mastic Inlet Repair shall be measured per each specific instance as identified in the field.

#### **BASIS OF PAYMENT**

Mastic Inlet Repair shall be paid for at the contract unit price, which shall be full compensation for all material, and for all labor, tools, equipment and incidentals necessary to complete the work.

**BID ITEM 90033 – RELOCATE WATER LATERAL SERVICE (UNDISTRUBUTED)**

**DESCRIPTION**

This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Any new piping shall appropriately match the existing size of the water services being offset. Prior to construction, all ULOs and any necessary redesigns shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

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

This contract includes two (2) additional undistributed Relocate Water Lateral Service to be performed at the direction of the Engineer.

**METHOD OF MEASUREMENT**

Relocate Water Lateral Service shall be measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Relocate Water Lateral Service shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including sub-base, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

**BID ITEM 90034 – RELOCATE WATER 6-INCH MAIN (UNDISTRIBUTED)**

**DESCRIPTION**

This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Install new joints, piping to match the existing water main size, valves and any other materials necessary to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

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

This contract includes one (1) additional undistributed Relocate 6-Inch Water Main to be performed at the direction of the Engineer.

**METHOD OF MEASUREMENT**

Relocate 6-Inch Water Main shall be measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Relocate 6-Inch Water Main shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

**BID ITEM 90035 – RELOCATE 12-INCH WATER MAIN (UNDISTRIBUTED)**

**DESCRIPTION**

This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed sewer utilities, or horizontal offsets to go around the proposed sewer utilities. The lengths of pipe to be relocated shall be limited to the immediate crossing of the proposed sewer utilities. Install new joints, piping to match the existing water main size, valves and any other materials necessary to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts.

All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition.

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

This contract includes two (2) additional undistributed Relocate 12-Inch Water Main to be performed at the direction of the Engineer.

**METHOD OF MEASUREMENT**

Relocate 12-Inch Water Main shall be measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Relocate 12-Inch Water Main shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

**BID ITEM 90036 – WATER QUALITY TREATMENT SWALE**

**DESCRIPTION**

This work shall include, but not be limited to, installation of 320 linear feet of a treatment swale. The swale cross section shall have 3:1 side slopes, a 2 foot wide flat center section and be 1 foot deep as measured from the adjacent top of curb.

The swale shall be seeded with Shortgrass Prairie Seed Mix (Bid item 90006) and matted with WisDOT Class I Type B erosion mat with only natural fibers, which is considered incidental to this bid item.

**METHOD OF MEASUREMENT**

Water Quality Treatment Swale shall be measured per linear feet on the plan.

**BASIS OF PAYMENT**

Water Quality Treatment Swale shall be paid for at the contract unit price (lf), which shall be full compensation for preparation of surface, furnishing materials, fill, topsoil, acquisition and installation of erosion mat, and for all labor, tools, equipment and incidentals necessary to complete the work. Excavation and seeding are separate bid items.

### **BID ITEM 90037 – WATER QUALITY TREATMENT SWALE FLUME**

#### **DESCRIPTION**

This work shall include, but not be limited to, installation of 10' hand formed curb, a 2' x 2' concrete flume and breaker run surrounding the flume and extending from the flume bottom to the bottom of the swale. They shall be constructed to the elevations detailed in the plans (sheet G-2), and have a 2" depression in the flow line of the curb to force the flow of water into the flume and treatment swale.

#### **METHOD OF MEASUREMENT**

Water Quality Treatment Swale Flume shall be measured as each 10' hand formed section and flume installed.

#### **BASIS OF PAYMENT**

Water Quality Treatment Swale Flume shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade, furnishing materials, fill, and for all labor, tools, equipment and incidentals necessary to complete the work.

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES  
CONTRACT NO. 8693**

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 - 2023 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

### SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES CONTRACT NO. 8693

#### Best Value Contracting

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

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

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

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

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

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

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

## **SECTION G: BID BOND**

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

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

### **SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES CONTRACT NO. 8693**

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

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

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

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

Seal      PRINCIPAL

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

Seal      SURETY

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

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

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

**NOTE TO SURETY & PRINCIPAL**

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

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

## Certificate of Biennial Bid Bond

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

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

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

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

---

Signature of Authorized Contractor Representative

---

Date

## SECTION H: AGREEMENT

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

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

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

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

### **SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES CONTRACT NO. 8693**

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.  
**B. Affirmative Action.** The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated

by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

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

**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES  
CONTRACT NO. 8693**

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

Countersigned:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

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

**SECTION I: PAYMENT AND PERFORMANCE BOND**

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

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

**SHEBOYGAN AVE AND N. SEGOE RD RESURFACING WITH UTILITIES  
CONTRACT NO. 8693**

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

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

Countersigned:

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Secretary

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

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

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

\_\_\_\_\_  
Date

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

The foregoing Bond has been approved as to form:

\_\_\_\_\_  
Date

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