

BID OF _____

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8743

MUNIS NO. 14083

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>

**LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1

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

SECTION C: SMALL BUSINESS ENTERPRISE C-1

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

SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1

SECTION F: BEST VALUE CONTRACTINGF-1

SECTION G: BID BOND G-1

SECTION H: AGREEMENT H-1

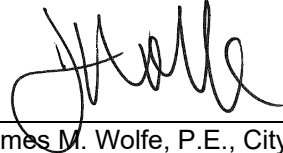
SECTION I: PAYMENT AND PERFORMANCE BONDI-1

ATTACHMENT A: SOIL BORINGS

ATTACHMENT B: ARCHAEOLOGY INFORMATION

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: ac

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:	LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO.:	8743
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	02/13/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	02/15/2024
BID SUBMISSION (2:00 P.M.)	02/22/2024
BID OPEN (2:30 P.M.)	02/22/2024
PUBLISHED IN WSJ	2/1, 2/8 & 2/15/2024

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

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

**LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743**

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

**LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

Yes No

3. Did this SBE submit a bid? Yes No

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

Yes No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8743

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This project generally consists of replacement and installation of new storm sewer pipes and structures, installation of concrete sidewalk and curb and gutter, replacement of asphalt pavement, and replacement of driveway aprons.

The project limits for this work shall include Lake Mendota Drive from the Epworth Court intersection to the Spring Harbor Drive intersection.

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

SECTION 104.6 DECREASED AND DELETED ITEMS

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is expected that certain items of work will require multiple mobilizations to meet the requirements of the excavation, the restoration, and erosion control requirements. It is also expected that certain items of work, particularly concrete work, and asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

Existing Items to Remain

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, railings, buildings, utilities, streetlights, traffic signals, and any other items that are to remain. A number of properties have significant landscaping, trees, or other improvements immediately adjacent to the project area. Any items not specifically called out for removal are to remain. Damage to these items during construction, including any concrete residue, shall be repaired, remedied, or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

A number of properties have extensive landscaping adjacent to the roadway. It is expected that the Contractor will limit disturbance, including material storage, to the slope intercept limits noted on the plans. Disturbance beyond those limits may only proceed if directed/approved by the Engineer.

The Contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc.) adjusted as necessary. The Contractor shall provide a minimum of 7 days' notice to utilities prior to needing the structure adjustment. The Contractor shall also provide space for utility companies to work in order to resolve conflicts in the field.

Coordination with MG&E

MG&E will need to relocate a number of poles within the project area. These poles include both electrical and telecom attachments. It is anticipated that the pole relocations will take place in coordination with this project, and the Contractor shall provide space and access for MG&E, and any other utilities with pole attachments to transfer, to complete their work, along with sufficient notification of any conflicts. The Contractor may need to temporarily gap sidewalk installations as necessary to facilitate the pole relocations. The Contractor can coordinate MG&E Electrical work with Tony Sanfratello of MG&E at (608) 931-1284 or asanfratello@mge.com.

MG&E gas will not be replacing their facilities throughout the project limits. If there are conflicts between the existing gas and proposed utilities, then the Contractor shall allocate time and space for MG&E to do their work to resolve the conflicts. The Contractor can coordinate any MG&E gas conflicts with Katie Bloomer of MG&E at (608) 252-7287 or kbloomer@mge.com.

Coordination with AT&T

AT&T will be relocating overhead facilities in coordination with MG&E's utility pole relocation work. The Contractor shall give time and space for AT&T to perform their work.

Coordination with Charter

Charter will be relocating their overhead facilities in coordination with MG&E's utility pole relocation work. The Contractor shall give time and space for Charter to perform their work.

Coordination with Madison Water Utility

Madison Water Utility have previously lined their water main throughout the project limits and the existing water main and services is expected to remain. For any potential conflicts with the existing water main and the proposed utilities, the Contractor shall coordinate with Nathan Mendez of Madison Water Utility at (608) 209-9251 or nmendez@madisonwater.org.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

Portable, Changeable Message Boards (PCMS) requirements:

2 PCMS for 7 days prior to street closure (one in each direction of travel).

ROAD
WORK
BEGINS

MONDAY

(date)

EPWORTH (indicate limit)

TO

NORMAN (indicate limit)

Lake Mendota Drive may be closed to thru traffic for the duration of construction. Stagger Type III barricades at intersections to allow local access to driveways. Maintain emergency vehicle access at all times. Maintain access to residential driveways from at least one end of the street. Notify property owners of disruptions to their driveway access in accordance with the standard specifications. When indicated on the plans or as directed by the Engineer, Contractor shall maintain access at all times to specified addresses, which will be paid under the appropriate item.

Post LAKE MENDOTA DR CLOSED AHEAD signs at the intersections of University Ave/Spring Harbor Dr, University Ave/Norman Way, Lake Mendota Dr/Merrill Springs Rd, and Lake Mendota Dr/Capital Ave.

Work shall be performed so that two-way traffic will be maintained on Lake Mendota Drive from Norman Way to Spring Harbor until after school ends on June 6th. Lake Mendota Dr to be fully open by the start of school. Work may take place within the Norman Way & Lake Mendota Dr. intersection prior to June 6th, provided that flag persons are present and that access is maintained through the intersection for school buses.

Do not close adjacent intersections simultaneously.

Maintain residential driveway access per standard specs at the following known locations: 5412 Lake Mendota Dr. and 5324 Lake Mendota Dr. Other locations may come up during construction and shall be included as directed by the Construction Engineer. Additional quantities are included as undistributed items.

University Ave – Bus Pullouts

Sidewalks and paths on University Ave to be open at all times adjacent to construction work. Contractor to use flaggers as necessary on sidewalks and paths to maintain access during construction.

Contractor to install traffic control per plan set for each location on University Ave. One lane of University Ave to be open at all times during Bus Pullout work outside of peak hour restrictions. Contractor to maintain two lanes of traffic during peak hours. Eastbound peak hours are 7:00am to 8:30am and 4:00pm to 5:30pm. Westbound peak hours are 3:30pm to 6:00pm.

Contractor to coordinate traffic control with other University Ave Lane closures associated with the Mendota-Grassman University Ave Culvert Replacement project. Contractor to contact Lukas Collins at lcollins@cityofmadison.com 10 calendar days prior to any closures on University Ave. Contractor to complete each location within 12 calendar days.

Requirements for All Project Locations

Contractor shall notify Metro Transit at least seven days in advance of any potential traffic control or work activities that may impact scheduled City Transit Operations (obstructions of bus travel lane, posted curbside bus stop zones, or sidewalks/curb ramps near posted curbside bus stop zones). Notice shall be sent by email to metronotice@cityofmadison.com.

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.

Measure traffic control as a lump sum. Payment for 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, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

Install "Type A" low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

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, 266-4681, one working day prior to placement of the plates.

Remove on-street parking, as needed, by posting temporary "No Parking" signs. Contact John Villarreal, Parking Utility, (608) 267-8756, jvillarreal@cityofmadison.com seven days prior to needing temporary No Parking signs. Signs must be posted and verified by City Parking Enforcement at least 48 hours in advance of towing.

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

Maintain temporary No Parking signs until all permanent signing is in place by City Traffic Engineering. Once terrace work is complete, contact Lukas Collins, Traffic Engineering Division, lcollins@cityofmadison.com, (608) 261-9625, to install permanent signs. Allow at least seven days for permanent signs to be installed.

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

SECTION 108.2 PERMITS

The following permits are required (and have been or will be applied for by the City) for this project:

- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- Sewer Extension Permit (for gravity sanitary sewer)
- Army Corps of Engineers General Permit
- WI-DNR Chapter 30 Permit

These permits cover trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining these permits 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. This includes type II dewatering, which may be needed to construct the proposed sewer utilities on this project.

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Type II Dewatering
- MMSD Sewer Connection Permit
- Permit to Work in County Trunk Highway Right-of-Way

The Contractor will be responsible for acquiring Madison Metropolitan Sewerage District (MMSD) permits and paying for the permit fees for connection to MMSD MH05-001. The Contractor shall follow all MMSD

permit requirements with this proposed work to their facilities. The permitting contact from MMSD for these connections is Ray Schneider, (608)347-3628 RAY@MADSEWER.ORG. The Contractor shall contact MMSD 5 days prior to doing any work to MMSD manhole structures to arrange for permitting and inspection. MMSD confirmed that 1 permit (total) will be required for all of the proposed work to the MMSD facilities on the Lake Mendota project (\$1,650 total - 2024 rate). Permit and fees for this work is the responsibility of the Contractor.

The Contractor will be responsible for acquiring the 'Permit to Work in Country Trunk Highway Right-of-Way' for the work to remove bus pullouts on University Ave.

Contractor should note that all Dane County Highway permit applications are now electronic. Dane County Highway no longer accepts permit applications by paper or email. Navigate to the current Dane County Highway Department "Highway Permit Applications" page or use this link to the online application web site, <https://highway.countyofdane.com/permits>. Dane County Highway also no longer accepts checks or bills/invoices companies as in the past. Once the online application is received, a preliminary review and/or site visit is conducted, then an online invoice is created. Payments can be made through the online application by credit card only and must be paid before the permit is issued. For questions regarding the Dane County Highway permit, the Contractor can coordinate with Kevin Eslick at (608) 283-1486 or eslick.kevin@countyofdane.com

No work shall commence until all necessary permits are obtained. The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits 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

Contractor may begin work as early as **May 6, 2024**, provided that the contract is fully routed and signed, all permits are in place, and the start work letter is issued. All work under this contract shall be completed by **August 30, 2024**.

No work may take place along the Lake Mendota Shoreline between March 15, 2024 and May 15, 2024, unless specifically authorized as part of the City's Chapter 30 permit for this project. Work along the Lake Mendota shoreline may only proceed once all applicable permits are received.

No work may take place on Lake Mendota Drive between Norman Way and Spring Harbor Dr. until after **June 6, 2024** (end of the MMSD school year). Work may take place within Norman Way, including the Spring Harbor Beach and Spring Harbor Beach Parking Lot, prior to this date, provided that all shoreline permits are in place; and provided that the Contractor maintains two-way traffic on Norman Way (from University Ave to Lake Mendota Drive) and on Lake Mendota Drive (from Norman Way to Spring Harbor Drive), including school bus traffic which comes off University Ave at Norman Way, right-turn from Norman Way onto Lake Mendota Drive, then right-turn onto Spring Harbor Drive from Lake Mendota Drive. In addition, students on Lake Mendota Drive may walk to Spring Harbor Middle School, if the Contractor is performing any work on Lake Mendota Drive, even beyond the specific school impact zone, prior to June 6, the Contractor shall create a safe walking area for these students and others accessing the schools, using Construction Fencing as directed by the Construction Engineer. The Contractor shall

coordinate with Matthew Ayala, the Building Custodian of Spring Harbor Middle School, at (608) 204-1115 or mjayala@madison.k12.wi.us to coordinate any construction impacts while school is in session.

University Ave – Bus Pullouts

Once work begins at any of the bus pullout removal locations on University Ave, the Contractor shall fully complete all work at that location within **Twelve (12) Calendar Days**. All work on University Ave shall be completed by **August 30, 2024**.

The Contractor shall maintain continued access to the Spring Harbor Beach and Parking Lot as much as possible and place construction fencing as directed by the Construction Engineer to separate construction activities in Spring Harbor Beach. The Contractor shall coordinate impacted access to the Spring Harbor Beach and Parking Lot, with Corey Stelljes at (608) 266-6518 or cstelljes@cityofmadison.com.

Due to existing burial sites within the project area, the use of Hydrovac is not permitted under any circumstances throughout the entire project limits, unless approved by the archaeological consultant. Without approval, any utility locates as part of this project will need to be dug.

Work shall begin only after the contract is fully signed and executed and the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Depending on the status of contract routing, it may not be feasible to start prior to the date above.

BID ITEM 20101 – EXCAVATION CUT

This item includes removal of miscellaneous landscaping including shrubs and small planter walls. Several properties have large boulders in the terrace areas. The Contractor shall remove boulders as necessary and shall coordinate with the adjacent property owner to determine if they would like to keep the boulder(s) or have them removed. If they would like to keep the boulder the Contractor shall place the boulder at an agreeable location, outside the work area. Boulder removal, relocation, and coordination is included with this item.

BID ITEM 20204 – SELECT FILL

This item includes material necessary for certain sections of sidewalk where the subgrade is above or partially above existing ground. Select fill is an undistributed bid item and shall be used as directed by the Construction Engineer. Material reused from onsite shall not be paid under this item. This item shall only be used when suitable material cannot be found or used from onsite and additional Select Fill must be hauled to the site.

BID ITEM 20326 – REMOVE FENCE

This item includes work necessary to carefully remove and salvage fence materials. The Contractor shall also coordinate with the adjacent property owner to place salvaged fence materials, if wanted by the property owner, at an agreeable location adjacent to, but outside of the work area. This item includes all fence types such as, but not limited to, chain link, wooden post & rail, picket, etc.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2023 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

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 21110 – TERRACE RAINGARDEN

DESCRIPTION

Work under this item shall include all work labor, incidentals required to construct the rain garden system meeting the sizes, locations, specifications, and detail drawings contained in this document and in the plan set including all work required for concrete flume, rebar, aggregate base, geotextile, erosion control matting, terrace seeding between top of raingarden and grading extents, engineered soil, pea gravel and clear stone. Excavation cut and fill to meet proposed grades and subgrades identified in the plans and details for the terrace raingarden shall be incidental to this bid item.

Removal of existing curb, excavation cut and fill to meet proposed back of curb grades, underdrain, cleanout, storm sewer, storm structures, and installation of hand poured curb shall be excluded from this bid item and paid separately under their respective bid items. Hand poured curb shall be incidental to standard curb bid items. Planting shall be completed by others.

The Contractor shall review the drawings for each system as well as all the detail drawings. The size of each garden is specific as is the means of providing stormwater to the system.

The City reserves the right to add or remove rain gardens from the contract. The Contractor shall not be compensated in any matter for the removal or addition of rain gardens from the contract. The addition of rain gardens shall be consistent with the already designed gardens as indicated in the plan set.

MATERIALS

Materials shall conform to Article 211.2 of the latest edition of the Standard Specifications for Public Works Construction.

Planting Mix topsoil shall conform to 202.2 (f) Planting Mix Topsoil and shall be placed 6" deep alongside slopes of terrace raingarden as indicated in detail drawing.

Concrete flume shall be constructed as shown on details D-1 and D-2 and are included with this bid item and shall meet requirements set forth in Article 304 - Miscellaneous Concrete Structures - 301.4 (a), (b), (c), and 304.2 (a), (b), (c) and 301.4 (d).

CONSTRUCTION

Construction shall conform to Article 211.3 Construction Methods and these special provisions. The Contractor shall be responsible for disposing all excavated material offsite at a location determined by the Contractor at no additional cost to the City.

Standard excavation shall begin as shown on the plans and shall be on a continuous slope from the top of the basin to the bottom of the basin as shown on plans. A 1' minimum flat buffer between the curb/sidewalk and top of basin shall be constructed as indicated on plans. The Contractor shall be responsible for protecting disturbed soil with Class I, Type A – Urban erosion matting which shall be included in this bid item.

Excavation below finish grade and replacement of existing material with engineered soil is required at the bottom of basin as shown on plans. Excavation below finish grade at the bottom of basin shall consist of two (2) feet of excavation below the finish grade shown on the detail drawings. This volume shall then be filled with engineered soil, as defined in 211.2(a), to the finish grade noted on the plans.

The Contractor shall be allowed to use existing excavated topsoil and fill along side-slopes, up to 6 inches below final grade. The Contractor shall use Planting Mix topsoil at depth of 6" to meet final grades.

Clear stone shall be placed around the concrete flume and shall provide adequate drainage for the flume. A layer of filter fabric shall be placed between the existing soil and clear stone. The Contractor shall be responsible for providing all materials to construct the terrace raingarden as defined in the Standard Specifications and these special provisions. All finishing work required to provide a finished engineered soil layer prior to placement of landscape fabric shall be included in this bid item. No stone shall be above the bottom elevation of the concrete flume – to ensure water to the raingarden terrace is not blocked.

Terrace raingardens installed between April 1 and September 1 shall receive Class I, Type A – Organic erosion control matting installed over the entire disturbed area to prevent erosion prior to planting season. Terrace raingardens installed outside this window shall only be matted on disturbed areas outside of the top of basin as shown on plans.

Once terrace raingarden is constructed, the Contractor shall provide, and install three sandbags on each concrete flume, behind curb to prevent water from entering raingarden prior to plant establishment. The Contractor shall place the sandbags to allow flow along the street gutter flow line, but prohibit flow from entering the raingarden. City staff will maintain, remove, and dispose of sandbags.

UTILITIES

The Contractor shall be required to complete utility locates as identified on plans where there are utilities. The Contractor shall follow all other applicable requirements of Article 211.3(b). Utility line openings may be required either as indicated on the plans or as directed by the Engineer, which shall be paid under BID ITEM 50801 – UTILITY LINE OPENING (ULO).

MGE: ULO's may not be required for MG&E gas main, pending potential relocation. Quantities for ULO's for gas have been included in the proposal page but may be removed.

METHOD OF MEASUREMENT

Terrace Rain Garden shall be measured by the square foot of garden installed in the field. This measurement shall begin at the grading limits as shown on the detail drawing included in the plan set or as directed in the field.

BASIS OF PAYMENT

Terrace Rain Garden shall be measured as described above which shall be full compensation for all work, materials, equipment, excavation, hauling, and incidentals necessary to install the rain garden as described above. Installation of pea gravel, underdrain, cleanout(s), storm sewer, storm structures, and any storm sewer pipe shall be excluded from this bid item and paid separately under their respective bid items. Planting shall be completed by others.

BID ITEM 21301 – REMOVE AND REPLACE MAILBOX

DESCRIPTION

All work under this item shall be completed in accordance with the standard specifications, except that placement of temporary mailboxes will be paid under a separate bid item.

The Contractor shall remove existing mailboxes and store them in an appropriate location to ensure that they are not lost or damaged. The location of each existing mailbox shall be documented so that it can be reinstalled at or near the same location. Installation of the mailboxes shall be in accordance with USPS standards.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sanitary sewer and storm sewer designer for this project is Daniel Olivares and may be contacted at daolivares@cityofmadison.com or (608) 261-9285.

SANITARY SEWER GENERAL

This project shall include installing approximately 153 feet of new 8" PVC, 170 feet of new 8" C900 and 122 feet of new 10" PVC sanitary sewer main and adjusting existing City of Madison and Madison Metropolitan Sewerage District (MMSD) sanitary access structures.

ASTM D3034 SDR-35 and SDR-26 sewer main as called for on the plan set shall be payable under (Bid Item 50301 and 50302). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material.

Bid Item 90036 ADJUST MMSD SANITARY ACCESS STRUCTURE for one (1) MMSD sewer access structure.

All new City 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. 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.

A new secondary lateral is proposed for 5406 Lake Mendota Dr. See BID ITEM 90037 and 90038.

HEAVY WASTEWATER CONTROL - BID ITEM 90039 shall only be necessary for connection of the 5406 Lake Mendota Dr. private lateral, paid as BID ITEM 90037 or 90038. Wastewater control necessary for proposed sanitary connections to MMSD and City sewer access structures shall be paid under WASTEWATER CONTROL - BID ITEM 50361. Connections to MMSD structures will be set above sewer pipe main elevations.

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

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

The Contractor shall notify Ray Schneider (MMSD) at 608-347-3628 or RAYS@MADSEWER.ORG five (5) days prior to doing work on MMSD facilities. A direct connection permit will be required for proposed sanitary connections to MMSD sewer access structures. Permit and fees for this work is the responsibility of the Contractor. MMSD confirmed that 1 permit (total) will be required for all of the proposed work to the MMSD facilities on the Lake Mendota project (\$1,650 - 2024 rate).

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1723 feet of new storm sewer of various sizes ranging from 8" to 48" sewer pipe, as well as 29"x45" and 38"x60" elliptical pipe. Point repairs to replace existing 4'x3' RCBC will be necessary.

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.

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.

Modified Type A curb and gutter are called for on plans. Curb inlet castings called for at locations with Modified Type A will require lowering the casting curb head approximately 2".

ULO's shall be completed where called for on plans and paid under Bid Item 50801. There are additional undistributed ULO's to be used at the discretion of the City Inspector and Engineer.

Proposed storm sewer may be in conflict with existing Water Utility water main and water service laterals. After reviewing ULO data, possible storm sewer adjustments would be pursued to minimize or eliminate conflicts with existing utility infrastructure. Relocation of water main and service laterals shall be required where deemed necessary by Water Utility and in coordination with the City Inspector and Engineer. Relocations shall be paid under Bid Item 90034 RELOCATE WATER LATERAL SERVICE and Bid Item 90035 RELOCATE WATER MAIN.

Styrofoam sheet (2" thick x 4' wide x 8' long) shall be placed above existing water main and service laterals where proposed storm structures and storm pipes cross directly above water main. Styrofoam sheet shall be paid as Bid Item 70101.

Terrace rain gardens at 5328 Lake Mendota Drive (sheets GI-1 and GI-2), 5317 Lake Mendota Drive (sheet GI-4), and 5423 Lake Mendota Drive (sheet GI-5) are paid as standard rain gardens bid item 21110. The larger stormwater management features at 1110 Spring Harbor Drive (GI-3) and 5417 Lake Mendota Drive (sheet GI-5) do not conform to the standard rain garden and are to be paid based on quantities.

SECTION 502.1(c) DEWATERING

DESCRIPTION

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering.

The Contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank, or an approved alternative, to settle solids prior to discharge clean water into the storm sewer or stabilized discharge location.

CONSTRUCTION

Subsection 205.3 of the standard specifications is supplemented with the following:

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water, nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. At a minimum, this treatment shall include running the pump water through a geotextile sediment bag, prior to discharge to the storm sewer. This geotextile sediment bag shall meet the requirements for WDOT Type HR as noted in section 502.1(c) of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the sediment bag in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

Type II Dewatering, paid under Bid Item 50202, is required when pump rates are greater than or equal to 70 gallons per minute. Per Bid Item 50202, pump water from the dewatering operations directly to a minimum 1,500 gallon holding tank to allow for settlement of large solids. Periodically pump clean water from the top of the settling tank into the storm sewer system or stabilized areas.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the Contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of perimeter controls, sedimentation basins/sumps, stone weepers or velocity check dams (clear stone berm) and any other devices necessary for proper control.

Any dewatering discharge to or dewatering filter bags placed on vegetated or temporary gravel surfaces must be moved periodically to prevent sedimentation or erosion from occurring. Restoration of erosion that has occurred due to dewatering discharge shall be stabilized and/or restored at no additional cost to the contract where the soil disturbance or erosion adversely affects, adjacent or downstream, private property.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The Contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

METHOD OF MEASUREMENT

Dewatering of clean water will not be measured.

BASIS OF PAYMENT

Dewatering is incidental to the contract or paid under Type II Dewatering - Bid Item 50202; therefore, this work will not be paid separately and shall be included with the trenching operations for the particular pipe being installed. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system.

BID ITEM 50202 - TYPE II DEWATERING

DESCRIPTION

This item is intended to cover any and all dewatering required for installation of the storm and sanitary sewer. Dewatering shall be in accordance with Article 502 of the Standard Specifications. Note that the Contractor shall be responsible for obtaining any permits required by DNR for this work, and for complying with such permits, including any reporting requirements.

The Contractor shall be responsible for designing a dewatering plan to fit the proposed construction methods.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. Treatment for any Type II dewatering shall include running the pump water directly to a 1,500 gallon (minimum size) holding tank through geotextile sediment filtering screens, prior to discharge to the storm sewer. The geotextile sediment filtering screens shall meet the requirements of WDNR Technical Standard Dewatering Practices for Sediment Control (1061) for "Filter Baffles" and 502.1(c), "Table 3 Notes" of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the holding tank. These polymers shall comply with the

WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the dewatering tank in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

If necessary, the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
BOX 7921
Madison, Wisconsin 53707

The Contractor shall be solely responsible for maintaining groundwater control, and operation must be compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to ensure that the groundwater control operation will not endanger or damage any existing adjacent utilities or structures.

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

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), pipe bends, collars, or couplings require placement of an electronic marker ball with the City providing the Contractor with the required number of electronic markers.

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Joint Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

METHOD OF MEASUREMENT

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

BASIS OF PAYMENT

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. 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 10 additional undistributed ULOs to be performed at the direction of the Engineer.

Due to existing burial sites within the project area, the use of Hydrovac is not permitted under any circumstances throughout the entire project limits, unless approved by the archaeological consultant. Without approval, any utility locates as part of this project will need to be dug.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Nathan Mendez
608.266.4467
nmendez@madisonwater.org

This project consists of water main improvements on Norman Way at the Lake Mendota Drive intersection.

The existing water main - 6-inch cast-iron pipe – will be replaced with 6-inch ductile iron pipe as follows:

- Relocate the existing fire hydrant and valve and install a second valve as shown on the plans.
- Cut off and replace the existing water main with the new water main, and connect to the Lake Mendota Drive water main.
- Test and flush the new water main.
- Disconnect and reconnect the copper water service as shown on the plans. Coordinate with Madison Water Utility on a temporary water feed to the home that is fed by this service.

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, 2024 Edition.

When cutting into the CIPP-lined water main on Lake Mendota Drive, coordinate with Madison Water Utility for providing adhesive material to the cut pipe ends.

BID ITEM 90001 – ARCHAEOLOGY FIELD MONITORING OR INVESTIGATION

DESCRIPTION

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

archaeologists for conducting research and a separate list of qualified archaeologists approved to excavate burial sites. The specific qualifications necessary for the hired archaeologist on this project is specified in the SHPO project permit.

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

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

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

The approximate locations of the Burial Sites in the project limits are as follow; on Lake Mendota Drive from approximately STA 12+50 to STA 22+00; on Clifford Ct from the intersection with Lake Mendota Drive to the Lake Mendota; and, on Norman Way from the intersection with Lake Mendota Drive to Lake Mendota.

The initial stripping of the terrace and removal of base course shall be monitored for the presence of cultural material. If the work areas are already disturbed or within the sterile B soil horizon, the need for monitoring can be reevaluated by the Compliance Team of the Wisconsin State Historical Society using case reference number # 23-0111. The approximate length of the project length to be monitored is 940 linear feet.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – FINAL ARCHAEOLOGY MONITORING REPORT

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90003 – BARK MULCH

DESCRIPTION

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

MATERIALS

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

CONSTRUCTION

Place bark mulch at the locations and to a standard depth of four (4) inches or otherwise indicated on the plans and details. Rake mulch such that it is even and does not bury any existing landscaping that is to remain. Ensure that mulch won't overtop or be washed out over the sidewalk or curb & gutter. Lightly compact in place.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90004 – REMOVE, SALVAGE, AND REINSTALL RETAINING WALL (UNDISTRIBUTED)

DESCRIPTION

This item shall include all work, equipment, materials, and incidentals necessary to remove existing retaining walls, salvage all materials, and reinstall either in kind at an adjusted location or in the same location as the existing wall as noted on the plans or as directed by the Engineer. This includes wall constructed with larger boulder type materials, block walls, Lannon stone, flagstone, or similar materials.

The Contractor shall carefully remove the existing walls to ensure that the wall materials are not damaged, and the wall materials shall be stored in a location where they will be secure and out of the way of construction activities or required access. Materials damaged during the removal process or from not properly securing and protecting the materials shall be replaced by the Contractor at no additional cost.

When it fits within the work progression, the Contractor shall re-install the wall either at the same location or a modified location, depending on work previously completed. The wall shall be re-installed to match the existing wall installation method, including, but not limited to, all drainage materials, base and backfill

materials, fabrics, adhesives, mortar, or other installation methods. This item includes all necessary excavation work to re-install the wall.

METHOD OF MEASUREMENT

This item will be measured by the Square Foot of above ground wall, measured along the street-side face of the wall.

BASIS OF PAYMENT

This item, measured as provided above, will be paid at the contract unit price for work acceptably completed, which price shall all include all work, materials, equipment, and incidentals required to remove the existing wall, store, and secure the wall materials, and to reinstall the walls at the appropriate location.

BID ITEM 90005 – TEMPORARY MAILBOX

DESCRIPTION

This item includes all work, materials, equipment, and incidentals necessary to install and maintain temporary mailboxes for properties where mail delivery will not be possible due to street closures and construction activities. All existing mailboxes outside the project limits shall remain and be accessible by USPS.

Mail delivery along this project is by a motor route to street-side mailboxes. When the street(s) are closed to thru traffic, the Contractor shall provide, install, and maintain temporary mailboxes for each property that will be inaccessible. If only a portion of the project is closed and under construction at a particular time, only properties within the limits of that work shall have temporary mailboxes installed; otherwise, the Contractor shall maintain access for mail delivery to all other properties.

The temporary mailboxes shall be rural sized mailboxes and shall have the address clearly shown on each box. The mailboxes shall be installed with a temporary concrete footing, but the Contractor shall determine the specific layout and methods of installation. The temporary mailboxes may be placed on existing pavement, and, if so, the Contractor shall provide and maintain temporary "No Parking" signs along the area adjacent to the temporary mailboxes, and construction drums shall be provided on either end of the temporary mailbox area. For this project, the temporary mailboxes may be installed in the grass terrace area in front of Spring Harbor Park on the westerly side of Lake Mendota Drive to the south of Spring Harbor Drive. The location for the temporary mailboxes shall be directed by the Construction Engineer in coordination with the USPS mail carrier.

The Contractor shall maintain the temporary mailboxes as necessary to ensure that they remain accessible by USPS and residents and are functioning properly and closing securely. Once the permanent mailboxes are reinstalled (paid under separate item), the temporary mailboxes shall be removed.

The Contractor shall contact the USPS to inform them prior to and after installation of the temporary mailboxes and to provide the address affected. Contact Carol Whitwell at (608) 231-2305 to coordinate this work.

METHOD OF MEASUREMENT

This item will be measured by the Each unit acceptably completed.

BASIS OF PAYMENT

Temporary Mailbox, measured as provided above, will be paid at the contract unit price, which price shall be compensation in full for all work, materials, equipment, and incidentals necessary to provide, install, maintain, and remove the temporary mailboxes as set forth in the description.

BID ITEM 90006 – REMOVE AND SALVAGE BRICK PAVERS

DESCRIPTION

This item includes all work, equipment and incidentals required to remove and salvage pavers at the locations indicated on the plans, or as directed by the Engineer.

The Contractor shall carefully remove existing pavers as necessary to complete the work included with this contract, taking care to not damage the pavers. The pavers shall then be stacked outside the work zone at an agreeable location, confirmed by the adjacent property owner.

If the owner plans to reinstall the pavers in the same location, the Contractor shall extend the base materials for the adjacent sidewalk and/or driveway through the planned paver installation area. Extension of base material will be paid under the appropriate bid item.

METHOD OF MEASUREMENT

Remove and Salvage Brick Pavers will be measured by the Square Foot, acceptably completely.

BASIS OF PAYMENT

Remove and Salvage Brick Pavers, measured as provided above, will be paid at the contract unit price, which price shall be compensation in full for all work, equipment, and incidentals necessary to remove and salvage brick pavers, and to coordinate with adjacent property owner to stack them at an agreeable location.

BID ITEM 90007 – ADJUST WATER SERVICE BOX (UNDISTRIBUTED)

DESCRIPTION

All work under this item shall be completed in accordance with Section 704.26 of the Standard Specifications, except as noted below.

Prior to work on any water service boxes, the Contractor shall contact Jeff Belshaw jbelshaw@madisonwater.org or 608-206-3856. If any service outages are necessary, the Contractor shall follow all notification requirements of the standard specifications.

BASIS OF PAYMENT

This item will be measured in accordance with the standard specifications and will be paid at the contract unit price, which price shall be compensation in full for all work, materials, equipment, and incidentals necessary to acceptably complete the work.

BID ITEM 90008 – 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 at the back-of-walk in locations where the sidewalk is lowered as directed by the Construction Engineer. 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 90009 – REMOVE AND RELAY STONE MULCH

DESCRIPTION

A portion of the area of the proposed sidewalk along the northerly side of Lake Mendota Drive in front of 5442 Lake Mendota Drive is landscaped with stone mulch. The landscaping may also have buried and/or paver edging. Under this bid item, the Contractor shall rake back the stone mulch out of the way of the grading and path work and remove edging of all types, if necessary. Stone mulch and edging materials shall be salvaged, and, if damaged during removal, the Contractor shall replace the items to match existing at no additional cost. Placement of salvaged materials shall be done cautiously to avoid damage to any existing plants.

Once the path and grading work is complete, the Contractor shall place topsoil, as necessary in the landscaping beds, which is included with this item, then place landscaping weed prevention fabric on the disturbed areas within the beds, and then reset the salvaged stone mulch and edging materials.

Turf areas that are disturbed as part of the path installation shall be restored with topsoil, seed, and erosion mat, all paid under the appropriate items.

METHOD OF MEASUREMENT

Remove & Relay Stone Mulch shall be measured by the Square Yard of landscaping beds acceptably restored.

BASIS OF PAYMENT

Remove & Relay Stone Mulch, measured as provided above, will be paid at the contract unit price for all labor, equipment, materials, and incidentals necessary to complete work as set forth in the description.

BID ITEM 90010 – DECOMPOSED GRANITE

DESCRIPTION

This bid item is to provide decomposed granite to restore areas as specified in the plans and as directed by the Construction Engineer. The decomposed granite is generally to be used between the new back-of-sidewalk and existing hardscape (concrete or asphalt) outside of driveway areas. The Contractor shall provide a uniform, compacted 4-Inch depth of decomposed granite. Do not damage tree roots for installation of Decomposed Granite.

MATERIALS

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90011 – PRIVATE TREE PRUNING (UNDISTRIBUTED)

DESCRIPTION

There are a number of private trees with overhanging limbs in the right-of-way, some of which are close to the new sidewalk. This bid item includes all work necessary to perform private tree pruning as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 209.4(e) of the City of Madison Standard Specifications.

Private tree pruning shall also follow Section 107 of the Standard Specs with regard pruning to accommodate construction equipment invading the tree crown. This work shall be performed by a certified arborist, with advance permission from the Construction Engineer. No pruning will be performed by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No pruning shall be completed on private property without the express approval by the property owner and the Construction Engineer. If pruning is not recommended or not allowed to the specific height necessary for standard equipment, the Contractor shall be required to come up with alternatives as necessary to complete the work.

METHOD OF MEASUREMENT

Private tree pruning shall be measured by the inch diameter of the pruned limbs.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price per inch diameter, 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 90020 – PAVEMENT MARKING EPOXY, SPEED HUMP ARROW--EACH

All aspects of Wisconsin Department of Transportation 2023 standard specifications, Part 6, Section 646 shall apply, including description, materials, construction, measurement, and payment. Construction shall be completed in accordance with City of Madison standard detail drawing 6.39.

BID ITEM 90030 - 3' X 6' CATCHBASIN

DESCRIPTION

Work under this item includes construction of a new 3' x 6' field poured STORM SAS, providing and installing two castings, one R-1550-0054 and one R-3067-7004, setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 3' x 6' field poured STORM SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness is 8" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufacturer's recommendations. The option is the Contractor's. Decision shall be documented in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

3' x 6' STORM SAS shall be measured for payment as each unit completed and accepted.

BASIS OF PAYMENT

3' x 6' STORM SAS shall be paid for as each constructed structure. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes.

BID ITEM 90031 - 4' X 7' CATCHBASIN

DESCRIPTION

Work under this item includes construction of a new 4' x 7' field poured STORM SAS, providing and installing two (2) R-1550-0054 castings setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 4' x 7' field poured STORM SAS shall have steel reinforcement and wall dimensions as described below:

- g. Roof thickness is 8" in vertical thickness.
- h. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- i. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.

- j. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- k. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- l. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufacture's recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

4' x 7' STORM SAS shall be measured for payment as each unit completed and accepted.

BASIS OF PAYMENT

4' x 7' STORM SAS shall be paid for as each constructed structure. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes.

BID ITEM 90032 - 6' X 8' CATCHBASIN

DESCRIPTION

Work under this item includes construction of a new 6' x 8' field poured CATCHBASIN, providing and installing two (2) R-1550-0054 castings setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 6' x 8' field poured CATCHBASIN shall have steel reinforcement and wall dimensions as described in S.D.D. 5.7.4A.

METHOD OF MEASUREMENT

6' x 8' field poured CATCHBASIN shall be measured for payment as each unit completed and accepted.

BASIS OF PAYMENT

6' x 8' field poured CATCHBASIN shall be paid for as each constructed structure. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes.

BID ITEM 90033 - ENDWALL

DESCRIPTION

Work under this item includes construction of a new field-poured ENDWALL at the outlet of the proposed storm sewer discharging at Lake Mendota, near 1918 Normann Way, as well as modifications to the existing 4'x3' RCBC endwall. The existing endwall shall be modified by removing the section of concrete flume past the joint. A cutoff wall shall be installed below the endwall, if a cutoff wall has not been previously installed. Precast cutoff walls are acceptable. A gate with 6" to 6.75" nominal openings shall be procured and secured to the existing and proposed endwall.

The new proposed endwall shall be constructed to match the existing endwall appearance, with matching headwall and wall dimensional widths. The new endwall shall be field-poured and tied-in to proposed 4'x7' storm SAS, S-2. Storm SAS S-2 shall be paid under BID ITEM 90031. Storm SAS S-2 shall be

constructed with a 3' tall by 5' wide opening. The new endwall shall be constructed around the provided opening.

All rebar must be epoxy coated. Connection of the walls to the flat base shall be constructed per S.D.D. 5.5.1 Steel Construction Notes.

Waterbody protection must be designed by the Contractor, and installed prior to excavation of shoreline and lake bed sediment. Waterbody protection best management practices shall be incidental to this BID ITEM.

Boulders and stone removed from the location shall be salvaged and reinstalled with restoration. Additional riprap shall be installed per S.D.D. 5.4.4 with HEAVY RIPRAP and RIPRAP FILTER FABRIC, TYPE HR to be paid under BID ITEM 20236 and BID ITEM 50241.

METHOD OF MEASUREMENT

Payment for this BID ITEM shall be measured as a lump sum for all work, waterbody control design and implementation, materials, restoration, and incidentals necessary for the completion and acceptance of a new endwall and repairs to the existing endwall.

BASIS OF PAYMENT

This item, measured as provided above, will be paid at the contract lump sum cost for work acceptably completed. The contract lump sum cost shall all include all work, materials, equipment, and incidentals.

BID ITEM 90034 - RELOCATE WATER LATERAL SERVICE

DESCRIPTION

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

RELOCATE WATER SERVICE LATERAL 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 WATER MAIN

DESCRIPTION

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

RELOCATE 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 – ADJUST MMSD SANITARY ACCESS STRUCTURE

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to adjust the castings on MMSD sanitary access structures from their existing elevations to the proposed finished grade elevations. This applies to the four (4) structures called out for adjustment on the plan sheets and in the sanitary sewer schedule.

The Contractor shall notify Ray Schneider of MMSD at (608) 347-3628 or RayS@madsewer.org five (5) days prior to adjusting sanitary access structures and casting elevations.

CONSTRUCTION METHODS

MMSD will supply 9" castings and covers at no cost, and shall not be included in the method of measurement materials for this bid item.

The required casting elevations shall be achieved by cutting a barrel section or replacing the barrel section as needed, and removing adjustment rings to the top deck of the structure. Replace barrel section and adjustment rings, PRO-RING or approved equal, to allow 9" casting to match proposed grade. Care shall be taken to minimize adjusting ring height and total adjusting ring height must be between 3" and 9".

Install external joint wrap if barrel section is replaced. External joint wrap shall be incidental under this Bid Item.

During construction, care shall be taken to minimize damage to access structure lining systems. MMSD will coordinate or contract access structure lining system repairs or replacement to be completed by others.

METHOD OF MEASUREMENT

ADJUST MMSD SANITARY ACCESS STRUCTURE will be measured each access structures that has casting elevations adjusted, as required for work on this project.

BASIS OF PAYMENT

ADJUST MMSD SANITARY ACCESS STRUCTURE, measured as provided above, will be paid at the contract price per structure that has its casting elevation adjusted, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

BID ITEM 90037 – PRIVATE SANITARY LATERAL INSTALLATION (TAPPING SLEVE) **BID ITEM 90038 – PRIVATE SANITARY LATERAL INSTALLATION (INSERTA TEE FITTING)**

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to connect a new 6" PVC sanitary lateral for 5406 Lake Mendota Dr. to the existing MMSD 18" CIPP lined cast iron sewer main pipe.

The Contractor shall provide two BID ITEM prices for connection of the proposed lateral to the sewer main pipe with a tapping sleeve (BID ITEM 90037) or Inserta Tee fitting (BID ITEM 90038). The Contractor shall have both options available at the time of connection and MMSD Inspectors shall make the final determination for which connector to install. The contractor will only be paid for one of these 2 bid items.

The sewer main may require heavy wastewater control as the estimated peak flow rate is approximately 2500 gpm. Heavy wastewater control shall be paid under this BID ITEM 90039.

Sanitary lateral, select backfill, and electronic marker balls shall be paid under BID ITEMS 50212, 50356, and 50390. The first 5' of sanitary sewer lateral shall be included under this BID ITEM. The sanitary lateral cost shall include a watertight cap to be placed at the property line. Type II Dewatering shall be paid under BID ITEM 50202.

The lateral shall be connected to the 18" sewer main with a Smith Blair 662 tapping sleeve (or approved equal), paid under BID ITEM 90037, due to the potential for heavy wastewater flows and the pipe condition.

However, upon review of the exposed sewer main in the presence of MMSD Inspection staff, it may be acceptable to connect to the proposed lateral with an ADS Inserta Tee (or approved equal). If the alternative to install the Inserta Tee fitting is approved then the private lateral and associated costs shall be paid under BID ITEM 90038.

The connection to the sanitary main must be watertight, as well as the sanitary lateral pipe and cap must be watertight.

The Contractor shall notify Ray Schneider of MMSD at (608) 347-3628 or RayS@madsewer.org five (5) days prior to adjusting sanitary access structures and casting elevations.

CONSTRUCTION METHODS

During construction, care shall be taken to minimize damage to 18" CIPP lined cast iron sewer main pipe. The Contractor must prevent the cored material from entering the active sanitary main.

METHOD OF MEASUREMENT

Work under this BID ITEM shall include all work necessary to connect the new sanitary lateral to the 5406 Lake Mendota Dr property to the MMSD sanitary sewer main.

The PRIVATE SANITARY LATERAL INSTALLATION shall be measured by each specific instance as identified in the field.

BASIS OF PAYMENT

The private lateral connection to the MMSD sanitary sewer main that requires a TAPPING SLEEVE shall be measured as provided above, will be paid at the contract price for all work to complete the accepted installation under BID ITEM 90037, and the contract price for BID ITEM 90038 shall be deducted from the contact price.

Alternatively, the private lateral connection to the MMSD sanitary sewer main that requires an INSERTA TEE FITTING shall be measured as provided above, will be paid at the contract price for all work to complete the accepted installation under BID ITEM 90038, and the contract price for BID ITEM 90037 shall be deducted from the contact price.

BID ITEM 90039 – HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include heavy wastewater control and require bypass pumping of the sewer for the sanitary lateral connection. Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

The sanitary sewer bypass location shall be required for an 18" sanitary sewer main. The estimated peak flow rate is approximately 2500 gpm.

This BID ITEM shall only be necessary for connection of the private lateral, paid as BID ITEM 90037 or 90038. Wastewater control necessary for proposed sanitary connections to MMSD structures shall be paid under WASTEWATER CONTROL - BID ITEM 50361.

METHOD OF MEASUREMENT

Heavy Wastewater Control shall be measured by the Lump Sum acceptably completed.

BASIS OF PAYMENT

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

**LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743**

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. *(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

Sworn and subscribed to before me this _____ day of _____, 20_____.

(Notary Public or other officer authorized to administer oaths)
My Commission Expires _____

Bidders shall not add any conditions or qualifying statements to this Proposal.

SECTION F: BEST VALUE CONTRACTING
LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743

Best Value Contracting

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

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

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

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

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

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

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

SECTION G: BID BOND

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

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

LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8743

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:

LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8743

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.

**LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743**

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:

**LAKE MENDOTA DRIVE ASSESSMENT DISTRICT - 2024
CONTRACT NO. 8743**

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