

\$1,854,650.18

BID OF Speedway Sand & Gravel, Inc.

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

Shawnee Pass Assessment District 2025, Nakoma Sidewalk, and Nakoma Culvert

CONTRACT NO. 8783

PROJECT NO. 11822

MUNIS NO. 11822

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON May 20, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

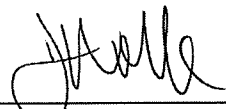
**SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND
NAKOMA CULVERT
CONTRACT NO. 8783**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS	A-1
SECTION B: PROPOSAL SECTION	B-1
SECTION C: SMALL BUSINESS ENTERPRISE	C-1
SECTION D: SPECIAL PROVISIONS	D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT	E-1
SECTION F: BEST VALUE CONTRACTING	F-1
SECTION G: BID BOND	G-1
SECTION H: AGREEMENT	H-1
SECTION I: PAYMENT AND PERFORMANCE BOND	I-1

This Proposal, and Agreement have
been prepared by:

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



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

JMW: mg

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT
CONTRACT NO.:	8783
SBE GOAL	11%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	4/10/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/10/2025
BID SUBMISSION (2:00 P.M.)	4/17/2025
BID OPEN (2:30 P.M.)	4/17/2025
PUBLISHED IN WSJ	4/3 & 4/10/2025

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

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

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2025 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT CONTRACT NO. 8783

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

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

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, excavation, base preparation, curb and gutter, driveway aprons, sidewalk, asphalt pavement, sanitary sewer replacement, and replacement of storm sewer main, culvert, and storm sewer structures.

The length of the project for the work on Shawnee Pass between Cherokee Drive and Nakoma Road is approximately 300 linear feet. The length of the project for the sidewalk and culvert work on Nakoma Road from Tumalo Trail to Manitou Way is approximately 1900 linear feet.

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 105.12 COOPERATION BY THE CONTRACTOR

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

Shawnee Pass

The city has coordinated with the owners of all four properties along Shawnee Pass to remove their landscaping/pavers/etc. from the expected construction limits. If further coordination is required during construction, the contact information for the residents is below:

4142 Nakoma Road – Edmund Link Edmund.link@icloud.com
3918 Shawnee Pass – Kyle Knauff kyleknauff@gmail.com
4146 Nakoma Road – Nicole Schram nikkischram@gmail.com
3919 Shawnee Pass – James Juedes jajuedes@gmail.com

The driveway at 4142 Nakoma Road is composed of brick pavers. The owner of this property has agreed to remove the pavers adjacent to the street to allow for the construction of the new curb. After the project is complete, they will rebuild their own driveway apron at their own expense. Please provide a curb cut of a width equal to their current driveway apron and do not install a concrete driveway apron. See plan.

Replace other driveway aprons on Shawnee Pass to nearest concrete joint at the discretion of the construction engineer.

Thoreau Elementary School

The contractor shall provide 4 days' notice to the following people at the Madison Metropolitan School district of any changes in traffic control phase (including the initial traffic control at the start of the project) and at the same time communicate detour plans:

Emily J Jensen ejjensen@madison.k12.wi.us
Vanessa A Cruz vacruz@madison.k12.wi.us
Jason A Northouse janorthouse@madison.k12.wi.us
Sedric H Morris Sr shmorris@madison.k12.wi.us

Nakoma Park

The Contractor shall note that a portion of the box culvert and storm sewer work will be within Nakoma Park. At no time shall materials be staged or stored within the park without express approval by the Parks Division. Work in the park shall be fenced off and the work area secured by the end of the workday due to the public recreational use and nature of the area. Damage beyond the immediate project area will be restored in-kind and shall be coordinated directly with Charlotte Blotz, the Parks West Side area supervisor. Damage to landscaping or signage or other impacts to the Park beyond the work described in the plans and specifications shall be the responsibility of the Contractor to cure at their sole cost. It should be noted that Nakoma Park is on the National Register of Historic Places and no work shall commence within the park until the permit is issued by the State Historic Preservation Office.

Parks West Area Supervisor – Charlotte Blotz: 608-288-6164

Arboretum

The box culvert and storm sewer work on Manitou way is directly adjacent to the University of Wisconsin (UW) Arboretum. It should be noted that the Arboretum and the Arboretum's historic wall are on the National Register of Historic Places. At no time shall materials be staged or stored within the Arboretum property or within the grassed area adjacent to the Arboretum's wall. Arboretum or UW staff will need to be included in any site investigations and when preparing the Wall Protection Plan & Implementation. It is advised to have Arboretum or UW staff available for any pre-construction site visits to discuss concerns regarding the wall and how to perform the work as describe in the plans and specifications. The Contractor shall coordinate any issues and concerns with the Arboretum and UW staff and Engineering staff.

Arboretum contact – Mike Hansen Michael.Hansen@wisc.edu, 608-225-3995

Existing Items to Remain

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

It is expected that the Contractor will limit disturbance, including material storage, to City of Madison right-of-way. 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.

SECTION 107.17 UTILITY COORDINATION

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

AT&T, MG&E Gas, and MG&E Electric have facilities within the project limits.

Coordination with MG&E

MG&E Project Manager for Road Projects is Matt Colvin at (872) 223-2637 or matt.colvin@mge.com.

MG&E will need to protect overhead services on poles within the project area. These poles may include both electrical and telecom attachments. 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 John Wichern of MG&E at (608) 252-1563 or jwichern@mge.com.

Coordination with AT&T

AT&T will need to relocate underground facilities and duct packages in coordination with the storm sewer installation. The Contractor shall give time and space for AT&T to perform their work. The Contractor shall contact Garrett Barth at gb1789@att.com at least 1 week in advance to coordinate relocation work.

Coordination with Madison Water Utility

Contact Madison Water Utility prior to starting water main relocations and for any potential conflicts with the existing water main and the proposed utilities, the Contractor shall coordinate with Jeff Belshaw of Madison Water Utility at (608) 206-3856 or jbelshaw@madisonwater.org.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

The Contractor shall provide a WALL PROTECTION PLAN & IMPLEMENTATION (Bid Item 90031) to mitigate damage to the historical landmark located along the Arboretum property.

The property owner at 3802 Manitou Way installed an earthen berm, with City Engineering coordination, to mitigate flood damage to their property. The Contractor shall identify the existing high point of the earthen berm located within the right of way and regrade the area to match the existing grades after installation of the storm sewer.

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

Phase 1:

Work to be completed:

- Culvert and sanitary work within Manitou Way.
- Nakoma Road sidewalk installation.

Traffic Routes:

- Inbound (eastbound) Nakoma Road shall be open.
- Outbound (westbound) Nakoma Road traffic detoured to Odana Road and Midvale Boulevard with PCMS and detour signs.
- Cherokee Drive shall be fully open.
- Manitou Way may be fully closed.
- Outbound (westbound) Metro Transit buses use Cherokee Drive to Yuma Drive detour.

Portable Changeable Message Boards (PCMS):

- Pre-Warn PCMS
- 1 PCMS on Nakoma Road, facing westbound traffic, within the project location for 7 days prior to the outbound (westbound) closure.
- PCMS during closure.
- 1 PCMS on Monroe St, facing outbound (westbound) traffic prior to Odana Road, warning of Nakoma Road closure.

Phase 2:

Work to be completed:

- Culvert installation within Nakoma Road and Cherokee Drive.
- Nakoma Road sidewalk installation.

Traffic Routes:

- Nakoma Road may be fully closed.
- Inbound (eastbound) Nakoma Road traffic detoured to Midvale Blvd and Odana Road with PCMS and detour signs.
- Outbound (westbound) Nakoma Road traffic continues detour to Odana Road and Midvale Boulevard with PCMS and detour signs.
- Cherokee Dr may be fully closed at Nakoma Road.
- Manitou Way shall be open in both directions.
- Nakoma Road & Tumalo Trail intersection shall be fully open.
- Metro Transit buses use Manitou Way & Tumalo Trail detour for both directions – temporary bus pad on Manitou Way must be complete prior to the start of this phase.

Portable Changeable Message Boards (PCMS):

- Pre-Warn PCMS.

- 1 PCMS on Nakoma Road, within the project location for 7 days prior to the inbound (eastbound) closure, warning of upcoming closure.
- PCMS during closure.
- 1 PCMS on Monroe St, prior to Odana Road, warning of Nakoma Road closure.
- 1 PCMS on Midvale Blvd, prior to Nakoma Road, warning of Nakoma Road closure.
- 1 PCMS on Seminole Hwy, facing northbound traffic, just south of Beltline Highway.

Phase 3:

Work to be completed:

- Culvert installation within west half of Nakoma Road and Cherokee Drive.
- Nakoma Road sidewalk installation.

Traffic Routes:

- Nakoma Road outbound (westbound) closed.
- Nakoma Road inbound (eastbound) open.
- Outbound (westbound) Nakoma Road traffic continues detour to Odana and Midvale Blvd with PCMS and detour signs.
- Cherokee Dr may be fully closed at Nakoma Road.
- Manitou Way shall be open in both directions.
- Nakoma Road & Tumalo Trail intersection shall be fully open.
- Metro Transit buses use Manitou Way & Tumalo Trail as outbound (westbound) detour – temporary bus pad on Manitou Way must be complete prior to the start of this phase.

Portable Changeable Message Boards (PCMS):

- PCMS during closure.
- 1 PCMS on Monroe St, prior to Odana Road, warning of Nakoma Road closure

Submit a traffic control plan to Ali Heinritz, ahleinritz@cityofmadison.com prior to the preconstruction meeting. Include all phases.

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.

Contractor shall provide a minimum of 7 days' notice to Metro at metronotice@cityofmadison.com. Failure to provide adequate notice to Metro may delay the start of work in this area, and time extensions or compensation will not be provided as a result of these delays. This allows adequate notice for Metro to reroute bus routes and move stops when necessary.

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

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

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

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

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

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

The contractor shall provide 4 days' notice to the following people at the Madison Metropolitan School district of any changes in traffic control phase (including the initial traffic control at the start of the project) and at the same time communicate detour plans:

Emily J Jensen ejjensen@madison.k12.wi.us
Vanessa A Cruz vacruz@madison.k12.wi.us
Jason A Northouse janorthouse@madison.k12.wi.us
Sedric H Morris Sr shmorris@madison.k12.wi.us

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

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

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

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall

notify the traffic engineer upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Nakoma Road

On Nakoma Road, maintain access to residential driveways at all times or provide space on Nakoma Road for residents to park, which may be across the street from homes, provided that safe walking areas are provided and maintained from parking to homes. Driveway access may be maintained by constructing driveways in halves or use of steel plates.

Nakoma Road, Cherokee Drive and Manitou Way shall be fully open to traffic and all sidewalks shall be open by September 1, 2025 before school is in session. The contractor shall have up to 45 calendar days to complete sanitary/culvert work in both intersections. Sidewalk construction shall work simultaneously alongside sanitary/culvert work done in Nakoma Road and Cherokee Drive intersection.

Contractor shall work with the school to allow school bus access on Nakoma Road when closed. Contractor shall maintain drop off and pick up for summer school and allow access to the school at all times. The school expects to have this occur on Cherokee Drive, but the contractor shall be prepared to have drop off and pick up on Nakoma Road if this proves infeasible. Summer school runs from approximately the last 2 weeks in June to the end of July. Reach out to school contacts (in cooperation by contractor section) with schedule questions and for required coordination.

Shawnee Pass

Shawnee Pass shall be fully closed to through traffic during construction. Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses 48 hours before any work is done that would obstruct their driveways.

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

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)
- Request for SHPO Review and Comment on Local Unit of Government Action

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

The Contractor will be responsible for acquiring Madison Metropolitan Sewerage District (MMSD) permits and paying for the permit fees. 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. One permit will be required for all of the proposed work to the MMSD facilities on the project (\$1,700 total - 2025 rate). Permit and fees for this work is the responsibility of the Contractor.

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.

No work within Nakoma Park shall commence until the Request for SHPO Review and Comment on Local Unit of Government Action is received from the State Historical Society.

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

The earliest possible start date for work on this contract is **June 16, 2025**.

All Work on this contract must be completed by **October 31, 2025**.

All Work on Shawnee Pass must be completed within **FORTY-FIVE (45) CALENDAR DAYS**.

The contractor shall complete all utility work in the Nakoma/Manitou/Cherokee intersection within **FORTY-FIVE (45) CALENDAR DAYS**.

Nakoma Road, Cherokee Drive and Manitou Way shall be fully open to traffic in both directions and all sidewalks shall be open by **September 1, 2025**.

Work on Shawnee Pass shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date in 2025 three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

Work on the Nakoma Road Sidewalk and Nakoma Road Culvert shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date in 2025 three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages for failure to complete all work on Shawnee Pass within the specified timeframe shall be \$800 per Calendar Day.

The fixed, agreed and liquidated damages for failure to complete all work on the Nakoma Road. sidewalk (not associated with the storm box culver work) by the specified completion date shall be \$1000 per calendar day.

The fixed, agreed and liquidated damages for failure to complete all work for the Nakoma Road/Manitou Way/Cherokee Drive storm box culvert and associated utility work and street restoration work within the specified timeframe shall be \$1500 per calendar day.

BID ITEM 20219 – BREAKER RUN

It is assumed that 15% of all pavement reconstruction area on this project will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item.

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.

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 258 feet of new 15" PVC sanitary sewer main, 18 feet of 16" PVC C900 sleeve pipe, 60 feet of new 24" steel casing pipe, and adjusting existing City of Madison and Madison Metropolitan Sewerage District (MMSD) sanitary access structures.

The existing sanitary sewer main on Nakoma Road currently discharges to MMSD sanitary SAS MH02-155. The proposed plan will modify sanitary routing to primarily discharge toward Manitou Way and connect into proposed SAS #1 via main lowered below the proposed storm sewer box culvert (RCBC). The sanitary design also includes installing new 16" PVC C900 pipe at the existing grade from SAS #4 to SAS #3, and to a new tap at the existing 15" VCP invert at MMSD MH02-155. Both sewer main shall remain active without plugs, and the upper sewer main shall function for maintenance or emergency operations.

15" ASTM D3034 SDR-26 sewer main as called for on the plan set shall be payable under Bid Item 50304. 16" AWWA C900 sewer main as called for on the plan set shall be payable under Bid Item 50324.

Bid Item 90037 ADJUST MMSD SANITARY ACCESS STRUCTURE for two (2) MMSD sewer access structures.

The 24" casing pipe including all materials, work, and incidentals shall be paid under Bid Item 90034. See sheet D-4 for additional details.

The 20" PVC C900 pipe sleeve shall be payable under Bid Item 50326. All work, materials, and incidentals to install the pipe sleeve shall be payable under Bid Item 90039.

All new City sanitary sewer access structures shall include Neenah R-1550 castings with the 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.

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 project (\$1,700 - 2025 rate).

STORM SEWER GENERAL

Storm sewer pipe work shall include installing new 6'x14' and 6'x12' box culvert, 43"x68" and 34"x53" elliptical pipe, and Type II storm sewer pipe of various sizes. Two 8'x14' field-pour storm structures, see Bid Item 90035, will be required for connections of elliptical storm pipe to the box culvert. Modified saddled inlet structures will be required for connections to the box culvert. Inlets along sections of Nakoma Road will need to be saddled over existing storm sewer pipe in conjunction with the curb alignment adjustment. Shawnee Pass will require new, extended storm sewer alignment.

The storm box culvert installation will require a WALL PROTECTION PLAN & IMPLEMENTATION (Bid Item 90031) provided by the Contractor to mitigate damage to the historical landmark.

ROCK EXCAVATION (Bid Item 20101) may be necessary for installation of sections of the storm sewer.

The property owner at 3802 Manitou Way installed an earthen berm, with City Engineering coordination, to mitigate flood damage to their property. The Contractor shall identify the existing high point of the earthen berm located within the right of way and regrade the area to match the existing grades after installation of the storm sewer. The Contractor shall minimize removal of the berm to the extent possible, and place 8" silt sock along the lot perimeter until the berm has been restored. This work shall be required and included with final site restoration.

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.

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 90032 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.

BID ITEM 50324 - 16 INCH PRESSURE SANITARY SEWER PIPE
BID ITEM 50326 - 20 INCH PRESSURE SANITARY SEWER PIPE

DESCRIPTION

Work under this item will include installing pressure sewer pipe, 16" and 20" Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings at the alignment and grades shown on the plan set.

Pressure pipe and fittings, labeled as "PVC C-900" on the plans, shall conform to the requirements of AWWA Standard for Poly (Vinyl Chloride) (PVC) Pressure Pipe Pressure Class 150 (DR 18), AWWA C900. The joints shall be integral bell with elastomeric gaskets, or couplings with elastomeric gaskets. All work shall be completed in conformance of Article 503 of the City of Madison Standard Specification for Public Works Construction-Latest Edition.

METHOD OF MEASUREMENT

16 INCH, 20 INCH PRESSURE SANITARY SEWER PIPE shall be measured by the linear foot acceptably completed.

BASIS OF PAYMENT

16 INCH, 20 INCH PRESSURE SANITARY SEWER PIPE shall be paid for at the contract price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 50422 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE
BID ITEM 50424 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE

For all proposed HERCP storm sewer pipe, in addition to internal joint gaskets, external joint sealing bands shall be required for all pipe joints. Flexible external joint sealing bands shall be Mac Wrap External Joint Collars as manufactured by Mar-Mac Manufacturing Company, Inc., or approved equal in accordance with Article 504.2 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

BID ITEM 50501 - PRECAST REINFORCED CONCRETE BOX CULVERT (12' SPAN X 6' RISE)
BID ITEM 50502 - PRECAST REINFORCED CONCRETE BOX CULVERT (14' SPAN X 6' RISE)

For all proposed storm box culvert (RCBC), work under the items shall include all work, materials, transportation, equipment, and incidentals required to install RCBC in accordance with Article 505 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

In addition to the standard specifications and incidental to BID ITEM 50501 and 50502, if necessary the Contractor shall provide an earth retention design, stamped by Professional Engineer, Licensed in the State of Wisconsin if earth retention is proposed with the box culvert installation. The design, materials, incidentals, installation, and removal for earth retention shall be included.

The Contractor shall remove any sheeting or materials necessary for earth retention after storm sewer installation is completed. Removal is required to maintain accessibility for private utilities upon completion of the project.

The RCBC transition section, and bend can be considered for precast and shall be incidental to the RCBC installation. The transition section may be constructed with matched precast RCBC sections and shall be paid as BID ITEM 50502. The transition section shall be designed to meet the structural requirements of the proposed box culverts and shall be included in shop drawing submittals. The transition section shall be no longer than 8LF unless approved by the Engineer. The remaining length of the transition section that is necessary to match the 12'x6' RCBC shall be paid as BID ITEM 50501.

The 6'x12' RCBC shall require a 12" thick plug and shall be included under BID ITEM 50501. The RCBC plug may be precast to fit the RCBC opening or poured in the field and placed to seal the end of the RCBC. The plug shall be reinforced per S.D.D. 5.7.3. The #4 epoxy coated bars shall be placed 12" OC horizontally and bent and embedded a min of 4" into holes drilled into the center sides of the RCBC. Grout shall be placed over the holes and anchors and troweled grout shall be placed on all interior corners to seal from inside. 12" wide butyl external joint seal tape shall be installed at all exterior joints.

All work required to install structures around and over the top of the pipe shall be considered incidental to those respective bid items. Any cuts required to for the placement of structures or to make openings in the walls, floor or ceiling shall be made with coring machines or saws to make clean and precise openings. No jack hammering or breaking of the concrete material will be allowed. All exposed rebar shall be cut clean and treated with epoxy coating or grout to seal the exposed metal edges.

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 50792 - STORM SEWER TAP

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to field core storm pipe openings at proposed 6'x14' storm box culvert to make a clean cut. Field cores must include watertight core and seal boots. Factory cores or cores from jack hammering will not be allowed.

METHOD OF MEASUREMENT

STORM SEWER TAP shall be measured by each pipe tap installation acceptably completed.

BASIS OF PAYMENT

STORM SEWER TAP shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 50782 – 15 INCH SANITARY SEWER OUTSIDE DROP

Work under this item shall include all materials, work and incidentals to install an outside drop for 15" sanitary sewer main per S.D.D. 5.7.2.

METHOD OF MEASUREMENT

15 INCH SANITARY SEWER OUTSIDE DROP shall be measured by the vertical foot, as measured in S.D.D. 5.7.2, acceptably completed.

BASIS OF PAYMENT

15 INCH SANITARY SEWER OUTSIDE DROP shall be paid for at the contract price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

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 Latest Edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. The Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long. Potholing for location of the existing Arboretum wall foundation may also be required and shall be paid for under this bid item.

This contract includes additional undistributed storm ULOs to be performed at the direction of the City Inspector and Engineer.

BID ITEM 90001 – MODIFIED 7" CONCRETE SIDEWALK

DESCRIPTION

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

METHOD OF MEASUREMENT

Modified 7" Concrete Sidewalk shall be measured by square feet installed and accepted.

BASIS OF PAYMENT

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

BID ITEM 90002 – PEDESTRIAN RAILING

A Description

This special provision describes fabricating, galvanizing, painting and installing Pedestrian Railing in accordance with WISDOT standard specs 506, 513 and 517 and the plans, as directed by the engineer, and as hereinafter provided.

B Materials

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a two-coat paint system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

B1 Coating System B1.1.

Galvanizing

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

B1.2 Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer.

Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applicator. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

Use one of the qualified paint manufacturers and products given below. An equivalent system may be used with the written approval of the engineer.

Manufacturer	Coat	Products	Dry Film Minimum Thickness (mils)	Min. Time¹ Between Coats (hours)
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Sherwin Williams 1051 Perimeter Drive Suite 710 Schaumburg, IL 60173 847.330.1562	Tie	Recoat Epoxy Primer B67-5 Series / B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	N/A
Carboline 350 Hanley Industrial St. Louis, MO 63144 314.644.1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Tie	Carboguard 60	4.0 to 6.0	10
	Tie	Carboguard 635	4.0 to 6.0	1
	Top	Carbothane 133 LH(satin)	4	N/A
Wasser Corporation 4118 B Place NW Suite B Auburn, WA 98001 253.850.2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	N/A

¹Time is dependent on temperature and humidity. Contact manufacturer for more specific information.

B2 Shop Drawings

Submit shop drawings for approval by the engineer showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

C Construction

C1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the engineer at no additional cost to the City. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the engineer.

If the pedestrian railing is not installed by September 1, 2025, the contractor shall place a temporary railing in the same location until the installation can be completed. The temporary railing design shall be approved by the City Engineer, and shall be incidental to this bid item.

C2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the City of Madison. The Contractor shall provide the Engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

D Measurement

The City of Madison will measure each Pedestrian Railing by the linear foot, acceptably completed.

E Payment

The City of Madison will pay for measured quantities at the contract unit price. Payment is full compensation for fabricating, galvanizing, painting, transporting, and installing the railing, including any touch-up and repairs; and for furnishing all labor, tools, equipment, materials and incidentals necessary to complete the work as set forth in these specifications.

BID ITEM 90003 – REMOVE AND SALVAGE BRICK PAVERS

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to Remove and Salvage Pavers in the locations shown on the plans. The Contractor shall remove the bricks in accordance with Article 203 of the City of Madison Standard Specifications and place them outside the right of way in coordination with the property owners at 3918 Shawnee Pass or 3821 Nakoma Road. The Contractor shall also remove any base material for the bricks and rocks as necessary to allow for restoration with topsoil only. Removal of the base material shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Remove and Salvage Brick Pavers shall be measured as a Lump Sum per location shown on plans.

BASIS OF PAYMENT

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

BID ITEM 90004 – PROJECT INFORMATION SIGN (2.5' X 4')

DESCRIPTION

Work under this item shall include the furnishing and installation of project information signs as shown on the sign detail. The background of the sign shall be orange, the message shall be black, and the border shall be black. The lettering series shall be C. The sign may be plastic or metal. The signs shall be attached to Type III barricades and placed at the project limits on Nakoma Road at Tumalo Trail, and Nakoma Road at Huron Hill. See plans for sign detail.

METHOD OF MEASUREMENT

Project information sign (2.5' x 4') shall be measured by each sign, acceptably installed.

BASIS OF PAYMENT

Project information sign (2.5' x 4'), as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90020 – FURNISH & INSTALL SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON – POST MOUNTED SYSTEM

DESCRIPTION

This special provision describes furnishing and installing a new solar-powered Rectangular Rapid Flashing Beacon (RRFB).

MATERIALS

Use the Carmanah R920 MX 100 solar Connected Crosswalk System with the following parts or an approved equivalent system:

Part #	Description	Quantity
90499	MX RRFB Module, yellow LEDs, side of pole mount, black	4
91698	Flasher module harness, 16 ft	4
91602	Polara iNX audible information device, 9x12 in, R10-25 sign & mt -Yellow	2
91702	Push button harness, iNX, 16 ft	2
90460	MX 100 Solar Power Module, 15 W solar panel	2
91611	MX Power Module top of pole mt, 2-2.5" square & 2.38-2.88" OD round	2
67620	Battery, 7 Ahr	4

The flashers shall be preset with a 10 second flash time.

Sign posts material shall be tubular steel posts assemblies consisting of 3 telescoping square steel tubes in accordance with State of Wisconsin Department of Transportation's Standard Specifications, Section 634 – Wood and Tubular Sign Posts.

Sign material shall be sheet aluminum.

CONSTRUCTION

Construction shall be in accordance with the manufacturer's specifications and State of Wisconsin Department of Transportation's Standard Specifications, Section 634 – Wood and Tubular Sign Posts and Section 637 – Signing. Sign placement will be located in the field by Lukas Collins.

PAYMENT

City Traffic Engineering will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
90020	FURNISH & INSTALL SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON – POST MOUNTED SYSTEM	EACH

Payment is full compensation for providing, hauling, and installing the new RRFB system.

BID ITEM 90030 – STORM WATER CONTROL

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a stormwater control plan and to implement the approved plan. The stormwater control plan shall include dry weather, wet weather and backwater flow control contingencies and detail what control measures or BMPs will be implemented to minimize local flooding or damage to private property. The Contractor shall submit to the Project Engineer a plan that details how flows will be managed and/or diverted during placement of the new box culverts at Manitou Way, Nakoma Road, and Cherokee Way, and during associated grading and restoration. The approved methodology shall be installed prior to any storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site due to the Stormwater Control Plan and Implementation shall be considered incidental to this bid item.

The Contractor will be required to manage the work area during construction to account for fluctuations in storm sewer flow and water elevations through the park and at the Arboretum Pond as necessary to protect the Work and Contractor's equipment, material, and personnel, and according to all applicable laws and regulations.

The Contractor shall be aware that significant changes in flow and water level can occur in the project area at any given time. Contractor is responsible for any impacts that could result from changing water flow/level conditions.

The Contractor shall describe their methods in the Stormwater Control Implementation Plan for approval by the Project Engineer prior to construction. The Contractor shall provide the draft Stormwater Control Implementation Plan to the Project Engineer 1 week prior to the preconstruction meeting and shall be prepared to discuss their plan in detail at the pre-construction meeting.

Water levels and flow volumes shall be controlled in the work area by pumping or bypassing to an extent that the permanent works being performed are not adversely affected. The Contractor shall be aware that any storm sewer dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site and provide energy dissipation measures where pumped or by-passed water discharges to the Arboretum Pond. All Type 2 dewatering shall be paid under BID ITEM 50202.

The Contractor shall be solely responsible for means and methods, integrity of any basins, dams, tanks, pumps or dewatering methods, etc. including maintaining integrity of the storm sewer located within Nakoma Park, the storm outlet at Arboretum Pond, and ensuring safety of public and workers. Any additional equipment, erosion control devices, stone, etc. required to manage storm events shall be included with this bid item.

The Contractor shall be responsible for re-grading, filling or otherwise removing interim drainage and water control features upon completion of that portion of the water control Work. The areas shall be permanently restored as shown on the drawings and as specified, or to existing conditions if work is done outside of the proposed grading areas.

If phasing will be required to properly control the storm flows and manage erosion potential on site during project construction, this shall be defined and detailed in the Stormwater Control and Implementation Plan. The Contractor shall provide appropriate control measures during the entire duration of the project. Removal of all equipment and materials used for stormwater and erosion control shall be considered incidental to this bid item.

The Stormwater Control and Implementation Plan shall include details of where the stormwater will go in the event of their system being overwhelmed. A back-up plan or system for controlling stormwater including type of system, equipment, power supply (if necessary), and how the system will be operated shall be included in this bid item.

METHOD OF MEASUREMENT

STORM WATER CONTROL shall be measured as a Lump Sum bid item.

BASIS OF PAYMENT

STORM WATER CONTROL, as measured above, shall be paid at the contract price and be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031 - WALL PROTECTION PLAN & IMPLEMENTATION

DESCRIPTION

Work under this item shall include all work, materials, and incidentals to install and maintain temporary wall protection necessary to complete the installation of the RCBC.

Prior to starting work, the Contractor shall at a minimum photograph and document the condition of the wall and provide the photo files to the Inspector and Engineer. The Contractor agrees to work cooperatively with Engineering and Arboretum and UW staff as concerns arise during the construction.

The Contractor shall take all necessary steps to protect the Arboretum wall from damage during construction, including protection and monitoring during rock excavation. Please note that the Arboretum and the wall are included on the National Register and will require enhanced protection during construction. This item shall require the Contractor to provide a plan for review and approval that includes a design, proposed materials, and monitoring necessary for all aspects of the construction. The Contractor shall meet with Engineering and Arboretum staff to review the wall conditions and determine the best plan for protection during construction.

It is advised that the Contractor visit the site prior to bidding to determine the type of protection necessary for the condition of the wall. It should be noted that the existing wall may be placed directly on top of the existing storm sewer box culvert and may require investigations before work commences. Any necessary measures to ensure the stability of the wall during existing box removal and any new construction will be considered incidental to those respective bid items. Any shoring, bracing, or any other additional measures required to complete the construction will be considered incidental to Wall Protection Plan and Implementation. Damage to the wall caused during construction shall be repaired in-kind with like/in-kind materials as agreed to by Arboretum UW staff and shall be the sole responsibility of the Contractor.

METHOD OF MEASUREMENT

WALL PROTECTION PLAN & IMPLEMENTATION shall be measured by lump sum for all work necessary throughout construction to protect historic Arboretum stone wall.

BASIS OF PAYMENT

WALL PROTECTION PLAN & IMPLEMENTATION shall be considered full compensation at the contract price for the design, monitoring and all work, materials, and incidentals to complete the work as described above.

BID ITEM 90032 - 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 90033 - FIELD-POUR BEVELED WALL & FLOOR

DESCRIPTION

Work under this item shall include all work, materials, and incidentals to install a field-poured beveled wall at structure location S-1, dowelled into all sides of the 6'x14' box culvert, and a ramped floor constructed of concrete fill.

Detail sheet D-4, detail 4E provides a depiction of the required construction. The wall shall be constructed of reinforced concrete matching reinforcement specified for structure walls in S.D.D. 5.7.3. The wall shall be attached to the box culvert on all sides with #4 epoxy coated dowels. The ramped floor shall be installed with concrete fill and matching the specifications in S.D.D. 5.7.4A.

METHOD OF MEASUREMENT

FIELD-POUR BEVELED WALL & FLOOR shall be measured by lump sum for completed work and accepted installation.

BASIS OF PAYMENT

FIELD-POUR BEVELED WALL & FLOOR shall be considered full compensation at the contract price for all work, materials, and incidentals to complete the work as described above.

BID ITEM 90034 - SANITARY SEWER STORM BOX CROSSING

DESCRIPTION

Work under this bid item shall include all work necessary to install 6'x14' box culvert over a 15" sanitary sewer inside of a steel casing. The precast box culvert shall be sawcut in the field or may be modified prior to delivery in order to install the storm sewer above the sanitary sewer main casing.

24" steel casing pipe and incidentals shall be installed with the 15" sanitary sewer main and included with this BID ITEM. 15" PVC sanitary sewer shall be paid under BID ITEM 50304.

Storm water control for installation shall be paid under BID ITEM 90030 STORM WATER CONTROL

MATERIALS- CASING

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.3125" (5/16") minimum thickness
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

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

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

CONSTRUCTION METHODS

CASING WORK

Block Spacers shall be placed on the 15" diameter sanitary sewer carrier pipe to adjust the pipe to the proposed grade. The blocks shall be set so that the pipe does not touch the casing. Pipe joints shall be made outside of the casing. After the sanitary sewer is in place at the proper slope, the voids between the sewer main and the casing pipe shall be filled with blown sand or pea gravel into the casing to the spring line of the pipe to provide bedding under the pipe.

SANITARY SEWER MAIN INSTALLATION

Place riprap filter fabric, type HR below 24" thick bedding of 3" clear stone. Install casing and 15" sanitary sewer pipe. Place 1" thick barrier (rubber, open-cell foam, or equal) over 10 mil polyethylene sheeting above casing pipe.

BOX PREPARATION

6'x14' precast reinforced concrete box culvert may be modified at the factory to remove a 4' section centered over the casing pipe from the factory or saw-cut in the field. Alternatively, the box culvert may be cut along all sides to match the angle of the sanitary main crossing and set 4' apart, centered on the sanitary main crossing.

BOX RESTORATION

Backfill with Type B slurry before placing rebar for floor reinforcement.

Contractor shall replace removed wall and floor with reinforced concrete.

- 1) The walls and floor replaced shall be reinforced with #6 bars on 12" on centers in both directions.
- 2) The floor shall be poured flush with the base of the box culvert

Floor repairs, wall and roof repairs shall be completed and paid for under this Bid Item. Any roof repairs must be completed per S.D.D. 5.1.2 specifications.

The Contractor shall either use epoxy coated steel for all reinforcement.

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

SANITARY SEWER STORM BOX CROSSING shall be measured by the EACH completed crossing.

BASIS OF PAYMENT

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

BID ITEM 90035 - 8' X 14' STORM SAS

DESCRIPTION

Work under this item includes construction of a new 8' x 14' field poured STORM SAS, providing and installing two (2) castings, and setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 8' x 14' field poured STORM SAS shall have steel reinforcement for base, roof, walls, and openings as described in S.D.D. 5.7.39A & 5.7.39B (Screen Treatment Device), as well as base, wall, and roof thickness matching the details.

The Contractor shall use epoxy coated steel for all reinforcement.

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

8' x 14' STORM SAS shall be measured for payment as each unit completed and accepted.

BASIS OF PAYMENT

8' x 14' 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 90036 - ADJUST SEWER ACCESS STRUCTURE

DESCRIPTION

Work under this item includes saw-cutting existing 4'x6' box culvert at the structure location shown as ADJ-1 in plans and schedule. The existing structure between the elliptical storm pipe and box culvert has an inlet casting installed. The Contractor shall cut the box culvert away, leaving the inlet casting to remain in place with sufficient space to install the proposed elliptical storm pipe, and the existing structure shall be salvaged and a new field-pour wall installed. The elliptical pipe shall be placed and a new base, wall, and any necessary roof must be field-poured and dowelled into the remaining section of the concrete structure.

All walls, base, and roof sections must be installed per S.D.D. 5.7.3.

The Contractor shall use epoxy coated steel for all reinforcement.

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

ADJUST SEWER ACCESS STRUCTURE shall be measured for payment as each unit completed and accepted.

BASIS OF PAYMENT

ADJUST SEWER ACCESS STRUCTURE 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 90037 – 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.

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 90038 – REMOVE RCBC STORM PIPE

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to remove, dispose of or recycle the existing RCBC storm pipe from structure ADJ-1 to S-1, regardless of the size of pipes encountered.

In accordance with City of Madison Standard Specifications for Public Works Construction Latest Edition Section 203.2(d)4., all concrete shall be disposed of by the Contractor at a site to be furnished by the Contractor at no additional cost to the contract price of this BID ITEM.

METHOD OF MEASUREMENT

Compensation for REMOVE RCBC STORM PIPE will be measured per linear foot of storm box culvert removed and disposed of as required for work on this project.

BASIS OF PAYMENT

REMOVE RCBC STORM PIPE, measured as provided above, will be paid at the contract price, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

BID ITEM 90039 – FURNISH AND INSTALL 20 INCH PIPE SLEEVE

DESCRIPTION

Work under this item shall include all work, materials, and incidentals necessary to install a 20" PVC C900 pipe casing pipe (sleeve) through the proposed 6'x14' RCBC.

Casing material (sleeve) shall be 20" at a minimum, of AWWA C-900 sewer pipe payable under Bid Item 50326, placed so there are no joints within the RCBC storm pipe and connected to the RCBC walls with wall penetration seals such as GPT LINK-SEAL modular/mechanical seals, or approved similar permanent hydrostatic barrier seal. RCBC taps must be machine field cored.

New 16" PVC C900 sanitary sewer main, payable under Bid Item 50324, shall be installed so that no joints are placed within the 20" pipe sleeve.

Casing spacers for carrier pipe within the sleeve shall be installed per S.D.D. 7.21. Fill the annular space between the sleeve and carrier pipe with sand.

METHOD OF MEASUREMENT

Compensation for FURNISH AND INSTALL 20 INCH PIPE SLEEVE shall be a measured LUMP SUM for all work complete and accepted.

BASIS OF PAYMENT

FURNISH AND INSTALL 20 INCH PIPE SLEEVE, as provided above, shall be paid for at the contract price which shall be full compensation for wall coring, procurement and installation of wall penetration seals, and installation of casing pipe, spacers, and sand for sanitary main installation.

BID ITEM 90040 – HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced) in the amount of 250 gpm maximum. Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 250 gpm based upon the operating levels of the sewer main according to the CCTV. We have observed 2" of flow on the Nakoma Road Road sewer: SAS3961-015 to MH02-155 resulting in an estimate of 0.40 cfs (179 gpm) on Nakoma Road. We have observed 2" of flow on the Manitou Way sewer SAS3961-009 to SAS3961-008 resulting in an estimate of 0.17 cfs (76 gpm). It is recommended that contractors look at flow conditions prior to planning for wastewater control plan.

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.



Legend

✕ Denotes boring location

Notes

1. Soil borings performed by America's Drilling Co. in August 2024
2. Boring locations are approximate



Scale: Reduced

Job No.
C24051-13

Date:
10/2024

CGC, Inc.

SOIL BORING LOCATION MAP
Nakoma Rd & Shawnee Pass
Madison, Wisconsin



LOG OF TEST BORING

Project Nakoma Road and Shawnee Pass
Shawnee: 150'NW of Nakoma, Near Centerline
Location Madison, Wisconsin

Boring No. 1
Surface Elevation (ft) 936±
Job No. C24051-13
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		q _u (qa) (tsf)	W	LL	PL	LOI
					3 in. Asphalt Pavement/3.5 in. Base Course					
1		10	M	9	FILL: Stiff Brown and Gray Clay Mixed with Sand and Gravel to 3'	(1.25)				
2		12	M	11	Medium Dense Sand with Silt and Gravel to 5'					
3		10	M	15	Medium Dense, Stratified Silty Fine SAND and Sandy SILT (SM/ML) (Possible Fill to 8')					
4		12	M	15						
5		10	M	14						
6		14	M	16						
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ☒ NW Upon Completion of Drilling 10 Min.
Time After Drilling _____
Depth to Water _____
Depth to Cave in 12'

Start 8/14/24 End 8/14/24
Driller ADC Chief CJ Rig 7822DT
Logger BU Editor ESF
Drill Method 2.25" HSA; Autohammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



LOG OF TEST BORING

Project Nakoma Road and Shawnee Pass
Nakoma: 225'SW of Cherokee, 15'SE of Centerline
Location Madison, Wisconsin

Boring No. 2
Surface Elevation (ft) 877±
Job No. C24051-13
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						5.5 in. Asphalt Pavement/10 in. Base Course					
1		4	M	16		FILL: Medium Dense Brown Fine to Coarse Silty Sand and Gravel to 2.5' Stiff Brown Sandy Clay with Gravel to 5'					
2		12	M	7			(1.25)				
					5	Loose to Medium Dense, Brown SILT, Trace Sand and Clay (ML)					
3		14	M	10							
						Very Stiff, Light Brown Silty CLAY (CL-ML)					
4		14	M	26			(3.0)				
					10	Medium Dense to Very Dense, Brown SILT, Trace Sand and Clay (ML)					
5		14	M	29							
6		14	M	53							
					15	End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch					
					20						

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	☒ NW	Upon Completion of Drilling			Start	8/14/24	End	8/14/24		
Time After Drilling					Driller	ADC	Chief	DB	Rig	D-50
Depth to Water					Logger	PB	Editor	ESF		
Depth to Cave in					Drill Method	2.25" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Architect
Amy Loewenstein Scanlon, AIA

Principal Engineer 2
Janet Schmidt, P.E.

Principal Engineer 1
Kyle Frank, P.E.
Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

April 14, 2025

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8783**

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT

Revise and amend the contract document(s) for the above project as stated in this addendum, otherwise, the original document shall remain in effect.

SPECIAL PROVISIONS:

ADD: SECTION 105.12 COOPERATION BY THE CONTRACTOR

Add the following paragraph before *Existing Items to Remain* section:

Box Culvert Coordination

The City has posted a Request for Bids (RFB) and is coordinating the procurement of the box culvert pipes, transition section, wall/pipe plug and precast bend due to the lead time necessary for fabrication. The box culvert and other precast pipe sections, noted above, will be purchased by the City (the Vendor is yet to be determined) and the Contractor shall be required to coordinate with the Vendor for delivery of the pipe. The City will pay all the delivery fees for those materials that the City purchases. The Contractor will be responsible for inspection of material for flaws and imperfections as it is delivered to the site and notifying the City and Vendor if materials are damaged. Once delivered to site and approved by the Contractor or their representative, the Contractor shall take ownership of the box culvert and structures. The Contractor shall be responsible for all incidentals for the handling, storage, and installation of the box culvert and structures and any incidentals not included in the City's procurement, that are necessary for the installation of the box culvert and structures in accordance with the City of Madison Standard Specifications.

The due date for bid submissions for RFB #14021-0-2025-BP is April 23, 2025. The complete RFB can be viewed at <http://vendornet.state.wi.us/vendornet>. The Scope of Services is located on Page 6 of the attached documents for Solicitation Reference #14021-0-2025-BP. A copy is also available in Appendix A.

MODIFY: ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

Remove the first paragraph under STORM SEWER GENERAL and add the following:

Storm sewer pipe work at Manitou Way, Nakoma Rd, and Cherokee Way shall include installing new 6'x14' and 6'x12' box culvert, 43"x68" and 34"x53" elliptical pipe, and Type II storm sewer pipe of various sizes. Two 8'x14' field-pour storm structures, see Bid Item 90035, will be required for connections of elliptical storm pipe to the box culvert. Saddled structure construction will be required for connections to the box culvert roof. Inlets along sections of Nakoma Road will need to be installed and connected to existing storm sewer pipe in conjunction with the curb alignment adjustment.

Shawnee Pass will require new, extended storm sewer alignment.

The storm box culvert, precast bend, transition piece and the wall/pipe plug will be purchased by the City. The Contractor shall be responsible for installation and any items not included in the City's procurement to install the box and structures in accordance with the plans and specifications. The solicitation document, Nakoma Road Box Culvert RFB, is available at <http://vendornet.state.wi.us/vendornet> (14021-0-2025-BP) and in Appendix A.

MODIFY: BID ITEM 50501 – INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (12' SPAN X 6' RISE)
BID ITEM 50502 – INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (14' SPAN X 6' RISE)

Remove the existing text and replace with the following:

For all proposed storm box culvert (RCBC), work under the items shall include all work, materials, transportation including unloading of pipe materials, equipment, and incidentals required to install RCBC in accordance with Article 505 of the City of Madison Standard Specifications for Public Works Construction Latest Edition. The RCBC will be purchased by the City of Madison and the Contractor shall be responsible for arranging for delivery and for the installation of the pipe and structures as necessary.

In addition to the standard specifications and incidental to BID ITEM 50501 and 50502, if necessary, the Contractor shall provide an earth retention design, stamped by Professional Engineer, licensed in the State of Wisconsin if earth retention is proposed with the box culvert installation. The design, materials, incidentals, installation, and removal for earth retention shall be included.

The Contractor shall remove any sheeting or materials necessary for earth retention after storm sewer installation is completed. Removal is required to maintain accessibility for private utilities upon completion of the project.

The RCBC bends and transition sections will be purchased by the City and paid for installation as BID ITEM 50502. RCBC installation for the lengths through structures shall not be included under this Bid Item.

The 6'x12' RCBC shall require a 12" thick wall/pipe plug that will be purchased by the City and shall be paid for the installation under BID ITEM 50501. The RCBC plug will be precast to fit the RCBC opening. If the section is not provided already assembled to the end section of pipe by the Vendor, the wall/pipe plug shall be placed on the end section and doweled in as necessary. The #4 epoxy coated bars shall be placed 12" OC horizontally and bent and embedded a min of 4" into holes drilled into the center sides of the RCBC. Grout shall be placed over the holes and anchors and troweled grout shall be placed on all interior corners to seal from inside. 12" wide butyl external joint seal tape shall be installed at all exterior joints.

All work required to install structures around and over the top of the pipe shall be considered incidental to those respective bid items. Any cuts required to for the placement of structures or to make openings in the walls, floor or ceiling shall be made with coring machines or saws to make clean and precise openings. No jack hammering or breaking of the concrete material will be allowed. All exposed rebar shall be cut clean and treated with epoxy coating or grout to seal the exposed metal edges.

ADD:

Add the following text immediately below the BID ITEM 50390 – SEWER ELECTRONIC MARKERS section:

BID ITEM 50767 – TERRACE INLET TYPE 2

Work under this item shall include all work, materials, equipment, and incidentals required to field-pour and construct TERRACE INLET TYPE 2 structure to the roof of the proposed RCBC at locations described in plans and schedule. Structures will not include a base and must be attached to the RCBC with #4 epoxy coated dowels anchored, with epoxy, 4" into the RCBC roof, and each structure shall be constructed per S.D.D. 5.7.9A (Type B).

The elevation for the top of the overflow grate is called out in the sewer schedule for each structure.

A hand-formed curb shall be installed for one (1) structure as noted in the sewer schedule and shall be paid as incidental

to this bid item.

MODIFY: SECTION 107.7 MAINTENANCE OF TRAFFIC

Replace the second paragraph under the heading 'Nakoma Road' with the following:

Nakoma Road shall have at least one lane open and sidewalk on one side of the street open by September 1, 2025 before school is in session. Nakoma Road shall be fully open by September 15, 2025. Sidewalk construction shall work simultaneously alongside sanitary/culvert work done in Nakoma Road and Cherokee Drive intersection.

MODIFY: SECTION 109.2 PROSECUTION OF WORK

Remove the existing text and replace with the following:

The earliest possible start date for work on this contract is June 16, 2025.

All Work on this contract must be completed by October 31, 2025.

All work on the Nakoma Sidewalk (Nakoma Road from Tumalo Trail to STA 24+25) must be completed by September 1, 2025.

Once work begins, all Work on Shawnee Pass must be completed within FORTY-FIVE (45) CALENDAR DAYS.

Nakoma Road shall be partially open with at least one lane of traffic and sidewalk on one side of the street by September 1, 2025.

Nakoma Road shall be fully open to traffic in both directions and all Nakoma Road sidewalks shall be open by September 15, 2025.

Work on Shawnee Pass shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date in 2025 three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

Work on the Nakoma Road Sidewalk and Nakoma Road Culvert shall begin only after the start work letter is received. The Contractor shall notify the City Engineer of the selected start date in 2025 three (3) weeks in advance of said start date. If notice is not provided, the start date may be delayed and no additional compensation or time extensions will be granted for failure to provide the required notice.

MODIFY: SECTION 109.9 LIQUIDATED DAMAGES:

Remove the existing text and replace with the following:

The fixed, agreed and liquidated damages for failure to complete all work on Shawnee Pass within the specified timeframe shall be \$800 per Calendar Day.

The fixed, agreed and liquidated damages for failure to complete all work on the Nakoma Road sidewalk (not associated with the storm box culver work) by the specified completion date shall be \$1000 per calendar day.

The fixed, agreed and liquidated damages for failure to complete all work to reopen Nakoma Road to two-way traffic by the specified date shall be \$1500 per calendar day.

The fixed, agreed and liquidated damages for failure to complete all work by the specified completion date for the contract shall be calculated in accordance with the standard specifications.

ADD:

Add the following text immediately after the BID ITEM 90004 – PROJECT INFORMATION SIGN (2.5'X4') section

BID ITEM 90005 - REMOVE SALVAGE & REINSTALL EXISTING RRFB

DESCRIPTION

This bid item includes all work, equipment, and incidentals necessary to salvage existing RRFB equipment and poles in the location shown on the plans and reinstall the equipment and poles. The Contractor shall take care to not damage any components of the existing RRFB, and shall store the materials in a location and manner such that no damage will occur. Any damage to the equipment shall be repaired and/or replaced by the Contractor at no additional cost to the City.

METHOD OF MEASUREMENT

Remove Salvage & Reinstall Existing RRFB shall be measured as each replacement acceptably completed.

BASIS OF PAYMENT

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

BID ITEM 90006 – TEMPORARY ASPHALT PAVEMENT

DESCRIPTION

This item includes all work, materials, equipment, hauling, and incidentals necessary to place temporary asphalt pavement where required to maintain traffic operations in accordance with these special provisions, as directed by the Construction Engineer. This item shall only be used in locations where it is necessary to maintain on-street vehicle and bicycle traffic.

The Contractor shall place temporary pavement to provide a safe, rideable, and maintainable surface. The pavement structure for the temporary asphalt pavement shall be a minimum of 3 inches of HMA on 6 inches of Gradation 2 Base Course (paid under the appropriate item). The pavement type shall match the specified pavement type for the binder layer of asphalt pavement, and all work shall be completed in accordance with Part IV of the Standard Specifications.

This item also includes removal of all temporary pavement. Removal of base course and grading shall be considered incidental to the Excavation Cut bid item.

METHOD OF MEASUREMENT

Temporary Asphalt Pavement will be measured by the Square Yard, acceptably installed.

BASIS OF PAYMENT

Temporary Asphalt Pavement shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals necessary to complete the work as set forth in the description.

PLANS:

REMOVE

Remove sheets D-3, D-5, P-5, U-5, and U-7.

INSERT

Insert sheets D-3, D-5, P-5, U-5, and U-7.

Sheet D-3 has been revised to improve line visibility. Sheet D-5 has been revised to change estimated completion to September. Sheet P-5 has been revised to show additional work needed for potential

traffic control configurations. Sheet U-5 has been revised to show Trench Patch Type III locations. Sheet U-7 has been revised to match specifications for Bid Items 50502 and 50767.

PROPOSAL:

Items have been revised in the proposal. See Bid Express.

ACTION	ITEM NUMBER	DESCRIPTION	UNIT
MODIFY	50501	INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (12' SPAN X 6' RISE)	L.F.
MODIFY	50502	INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (14' SPAN X 6' RISE)	L.F.
REMOVE	12051	INLET PROTECTION, RIGID FRAME - REMOVE	EACH
MODIFY	21051	INLET PROTECTION, RIGID FRAME - REMOVE	EACH
ADD	30311	CONCRETE MOUNTABLE MEDIAN ISLAND NOSE	S.F
ADD	30205	TYPE 'E' CURB & GUTTER	L.F.
ADD	10713	TEMPORARY CROSSWALK ACCESS	EACH
ADD	60417	CONSTRUCT TYPE "GR" BASE	EACH
ADD	60423	REMOVE TRAFFIC SIGNAL BASE	EACH
ADD	90005	REMOVE SALVAGE & REINSTALL EXISTING RRFB	EACH
ADD	90006	TEMPORARY ASPHALT PAVEMENT	S.Y.
MODIFY	40102	CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2	TON
MODIFY	40202	HMA PAVEMENT 4 LT 58-28 S	TON
MODIFY	40251	ASPHALT MATERIAL FOR CURB FRONT FILL	L.F.
MODIFY	40301	FULL WIDTH GRINDING	S.Y.

Please see Bid Express for revised bid item quantities.

MAPS & LOGS

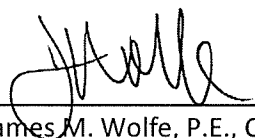
Additional borings added for the Nakoma Culvert.

Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on the Bid Express web site at:
<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Wolfe", written over a horizontal line.

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

JMW:fbeg

CITY OF MADISON

REQUEST FOR BIDS



RFB #: 14021-0-2025-BP

Title: Nakoma Road Box Culvert

City Agency: Engineering

Due Date: April 23, 2025
2:00 PM CDT

Table of Contents

1	NOTICE TO BIDDERS.....	1
1.1	Summary.....	1
1.2	Important Dates.....	1
1.3	Format.....	1
1.4	Labeling.....	1
1.5	Delivery of Bids	1
1.6	Appendix A: Standard Terms & Conditions	1
1.7	Appendix B: Sample Contract for Purchase of Services	1
1.8	Affirmative Action Notice.....	1
1.9	Multiple Bids.....	2
1.10	City of Madison Contact Information.....	2
1.11	Inquiries and Clarifications	3
1.12	Addenda.....	3
1.13	Bid Distribution Networks	3
1.14	Local Vendor Preference	3
1.15	Oral Presentations/Site Visits/Meetings.....	4
1.16	Acceptance/Rejection of Bids	4
1.17	Withdrawal or Revision of Bids	4
1.18	Non-Material and Material Variances.....	4
1.19	Public Records	4
1.20	Usage Reports	5
1.21	Partial Award	5
1.22	Tax Exempt.....	5
1.23	Cooperative Purchasing.....	5
1.24	Bidders Responsibility.....	5
2	DESCRIPTION OF SERVICES/COMMODITIES	6
2.1	Scope of Services	6
2.2	Pricing Information	6
2.3	Delivery of Materials.....	7
2.4	Award	7
3	REQUIRED INFORMATION AND CONTENT OF BIDS	8
	Form A: Signature Affidavit	
	Form B: Receipt of Forms and Submittal Checklist	
	Form C: Vendor Profile	
	Form D: Cost Proposal	
	Form E: References	
	Appendix A: Standard Terms & Conditions (For submission of bids/in the absence of signed contract)	
	Appendix B: Sample Contract for Purchase of Services	
	Appendix C: Proposed Construction Location Plan Set	

1 NOTICE TO BIDDERS

1.1 Summary

The City of Madison Engineering ("City") is soliciting Bids from qualified vendors for Nakoma Road Box Culvert. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Bids no later than the due time and date indicated below. The City will reject late Bids:

Issue Date: April 8, 2025
Questions Due Date: April 15, 2025, 2:00PM CDT
Answers Posted Date: April 18, 2025
Due Date: April 23, 2025, 2:00 PM CDT

1.3 Format

The City is requesting bids in the following format: Electronic Only. Electronic versions less than 20MB should be emailed to the address in section 1.5.

Complete and return Forms A through E to City of Madison Purchasing Services by April 23, 2025, 2:00 PM CDT.

1.4 Labeling

All email correspondence must include RFB #14021-0-2025-BP in the subject line.

1.5 Delivery of Bids

Delivery of electronic copy to: via email to bids@cityofmadison.com

Bids must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing Appendix A, the Standard Terms and Conditions, prior to submission of their bids. Appendix A applies to the submission of bids and in the absence of a signed contract becomes part of the contract terms. Part I of Appendix A provides legal terms relevant only to the submission of bids. Part II of Appendix A provides legal terms that would apply *only in the absence of a signed contract*.

1.7 Appendix B: Sample Contract for Purchase of Services

Bidders are responsible for reviewing Appendix B, Sample Contract, prior to submission of their bid. A contract in the form of Appendix B will serve as the basis of the contract resulting from this RFP. The resulting contract will control over any different legal terms in this RFP, Appendix A, the proposal, etc. **By submitting a proposal, Bidders affirm their willingness to enter into a contract containing the terms found in Appendix B.** While the City strives to provide the most appropriate sample contract for this RFP, the City reserves the right to modify the sample form for any resulting contract. The City does not negotiate legal terms prior to award.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Bids

Multiple Bids from Bidders are permitted; however, each must fully conform to the requirements for submission. Bidders must sequentially label (e.g., Bid #1, Bid #2) and separately package each Bid. Bidders may submit alternate pricing schemes without having to submit multiple Bids.

1.10 City of Madison Contact Information

The City of Madison Engineering is the procuring agency:	Janet Schmidt City of Madison Engineering PH: (608) 261-9688 jschmidt@cityofmadison.com
--	--

The City of Madison Purchasing Services administers the procurement function:	Brian Pittelli Purchasing Services City-County Bldg, Room 407 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3346 PH: (608) 267-4969 FAX: (608) 266-5948 bpittelli@cityofmadison.com
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For questions regarding Affirmative Action Plans please contact:	Contract Compliance Department of Civil Rights City-County Bldg., Room 523 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 PH: (608) 266-4910 dcr@cityofmadison.com
--	--

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFB will acknowledge all emails received. Bidders not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries and Clarifications

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, **in writing**, to the Purchasing Services administrator listed in Section 1.10.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 1.12 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.13 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

State of Wisconsin VendorNet System:	State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet
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DemandStar by Onvia:	National bid network – Free subscription is available to access Bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.
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Bid Opportunities:	www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm
--------------------	--

Home Page:	www.demandstar.com
------------	--

To Register:	https://www.demandstar.com/app/registration
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Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

1.16 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Bids submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Bids responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Bids will be available for review in accordance with such laws.

1.20 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Bidders Responsibility

Bidders shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidders to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Scope of Services

The City of Madison is soliciting bids for single cell reinforced precast concrete box culvert with a 14' Span and 6' Rise; a 12' Span and 6' Rise, a transition piece and a precast box culvert bend and a precast wall / pipe plug. The design of the box culvert, transition pieces and bends, including all joint ties, gaskets/sealants shall be in accordance with Article 505 of the City of Madison Specifications for Public Works Construction.

The Unit Prices should include the following to be considered incidental to the items listed below.

- Delivery
- Lifting Inserts
- Joint Ties
- Joint Sealant and or Gaskets
- Shop Drawings
- Stamped Design for HS-20 Loading

*NOTE: the box culvert must be stamped by a structural engineer licensed in the City of Madison.

A plan set showing the proposed construction location is included and shall be used as reference only. Prior to fabrication the Bidder/Vendor will provide shop drawings and stamped engineering calculations to confirm the exact lengths and layout of the pipe. No fabrication should begin prior to the confirmation by the Project Engineer. Please note this is for pipe P-1 through P-6 on the attached construction drawings. No factory cores or cut outs will be allowed for this project – all taps will be required to be field cored and / or sawed by the city hired Contractor.

The precast wall (pipe plug) shall be 12" thick and fabricated to be inserted into the end of the box, making a clean and sealed fit. The plug shall be reinforced per S.D.D. 5.7.3 of the City of Madison Standard Specifications for Public Works Construction. The #4 epoxy coated bars shall be placed 12" OC horizontally and bent and embedded a min of 4" into holes drilled into the center sides of the box culvert. The pipe plug is intended to be temporary and removed in the future. This may be constructed as one precast end section with the plug installed at the factory or a separate unit to be installed during construction. If the wall/pipe plug is precast and fabricated as one section, grout shall be placed over the holes and anchors and troweled grout shall be placed on all interior corners to seal from inside.

The transition section and precast bend shall be designed to meet the structural requirements of the proposed box culverts and shall be included in shop drawing submittals. The transition section shall be no longer than 8LF unless approved by the City.

The Contractor that will install the box culvert has not yet been determined by the City, however that information will be provided once determined and the Bidder/Vendor shall be responsible for coordination of the delivery and or pick up of the box culvert with the City hired Contractor.

2.2 Pricing Information

The unit prices should include all costs for delivery however the prices should not include unloading or joint wraps.

Cost should be provided as a unit cost for the following:

1. 305LF of single cell 14'x6' box culvert – Per LF
2. 12LF of single cell 12'x6' box culvert – Per LF
3. 14'x6' single cell box culvert bend for S-8 – Per EA
4. 1-14'x6' to 12'x6' single cell box culvert transition for S-9 – Per EA

5. Precast wall (pipe plug) for S-10. See additional information above – Per EA

All pricing is to be proposed in Form D.

2.3 Delivery of Materials

DELIVERY LOCATION: Intersection of Manitou Way and Nakoma Road, Madison, WI (or a location provided by the City and or their Contractor)

CONTACT: The Contractor contact has yet been selected and will be provided prior to the delivery of the box culvert.

An approximate date of delivery is **July 28, 2025**. Material delivery date must be specified in the proposal but must be no later than **August 4, 2025**, unless otherwise approved in advance by the City.

2.4 Award

The City reserves the right to award this bid on a unit cost basis. If other materials or costs are not specified in this proposal the vendor is able to add those items in as a separate line item.

Each item will be considered independent of any other item. The City will attempt to utilize the lowest bid when obtaining product, however the City Department reserves the right to obtain product from the most advantageous vendor/location. In making this determination, the Department will consider availability of product and proximity of vendor to project to minimize freight costs.

The Vendor shall indicate any instances where they are not able to meet the requirements of the RFP when they submit. This included ability to meet the deliverable timeline and any contractual or affirmative action plan requirements.

3 REQUIRED INFORMATION AND CONTENT OF BIDS

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Contractor Profile Information
4. Form D – Fee Proposal
5. Form E – References



Form A: Signature Affidavit

RFB #: 14021-0-2025-BP Nakoma Road Box Culvert

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: 14021-0-2025-BP Nakoma Road Box Culvert

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Appendix C: Proposed Construction Location Plan Set	N/A	
Addendum #	N/A	
Addendum #	N/A	
Addendum #	N/A	

COMPANY NAME _____



Form C: Vendor Profile

RFB #: 14021-0-2025-BP Nakoma Road Box Culvert

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		CITY	STATE ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		CITY	STATE ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		CITY	STATE ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- ☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- ☐ **No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFB #: 14021-0-2025-BP Nakoma Road Box Culvert

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Item	Unit Description	Unit Measurement	Total Number of Units	Cost per Unit	Extended Cost (Units x Cost)
1	Single cell 14'x6' box culvert	Linear Foot	305	\$	\$
2	Single cell 12'x6' box culvert	Linear Foot	12	\$	\$
3	14'x6' single cell box culvert bend for S-8	Each	1	\$	\$
4	14'x6' to 12'x6' single cell box culvert transition for S-9	Each	1	\$	\$
5	Precast wall (pipe plug) for S-10.	Each	1	\$	\$
Total					\$

COMPANY NAME _____



Form E: References

RFB #: 14021-0-2025-BP Nakoma Road Box Culvert

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
 2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
 4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
 5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
 6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
 7. Pricing and Discount.
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
 8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
 9. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
 10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. **CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.**

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. **Affirmative Action.**

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided 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 Department 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 Department 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 Department, or an organization designated by the Department, 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 stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure 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 workers 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 IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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 Director of Affirmative Action.

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's Department of Affirmative Action 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 Sections 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:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. 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 noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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.)

21. Nondiscrimination. During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, 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. 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.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will keep them in effect for the term of this contract.** The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- Withholding of payments under an existing contract.
 - Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - Termination, suspension or cancellation of a contract in whole or in part.
 - Nonrenewal when a contract calls for optional renewals.
 - Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

- a. Definitions. For purposes of this requirement, "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 any contract awarded under this RFP, the successful 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 a 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 does 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 under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

City of Madison

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, 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. 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.

13. **AFFIRMATIVE ACTION.****A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):**

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided 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 Department 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 Department 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 Department, or an organization designated by the Department, 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 stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure 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 workers 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 IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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 Director of Affirmative Action.

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's Department of Affirmative Action 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 Sections 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:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. 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 noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. CONFLICT OF INTEREST.

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. BASIS FOR PAYMENT.**A. GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. DEFAULT/TERMINATION.

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. INDEMNIFICATION.

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- 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 does 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 under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**
- Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **IT NETWORK CONNECTION POLICY.**
- If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <https://www.cityofmadison.com/attorney/documents/posNetworkConnection.docx> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
32. **AUTHORITY.**
- Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
33. **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.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael Haas, City Attorney

Date: _____

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

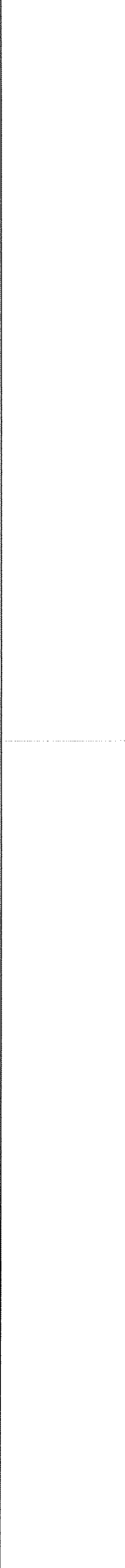
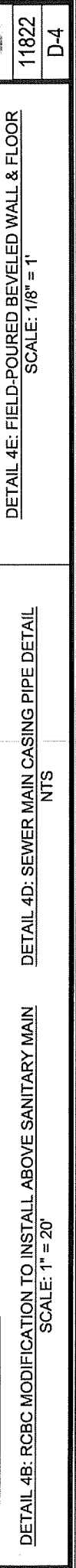
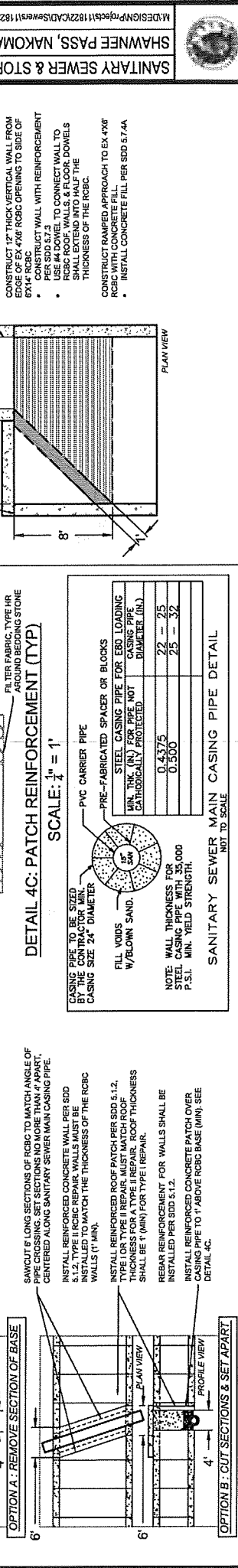
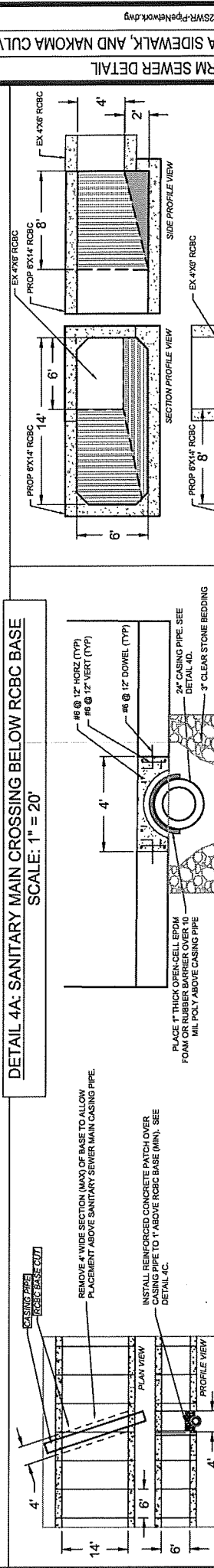
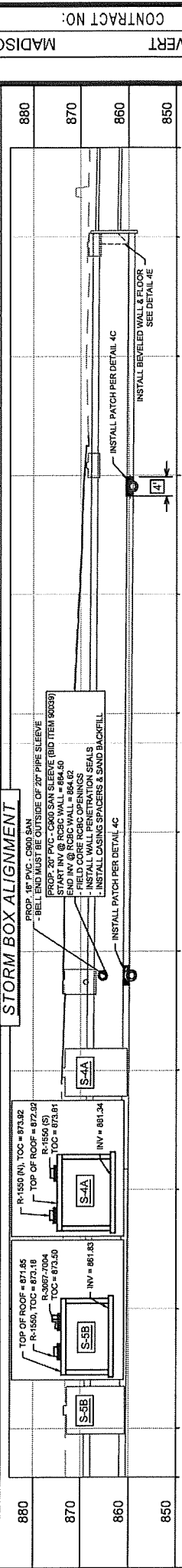
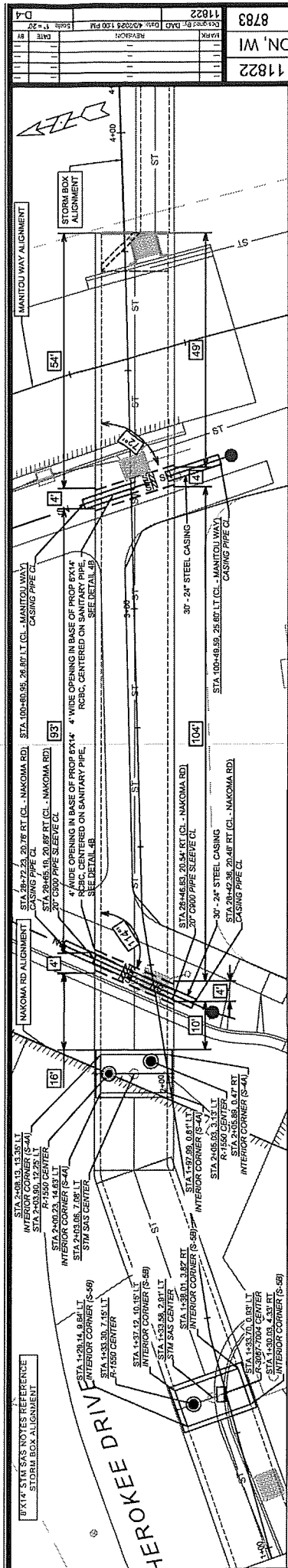
MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

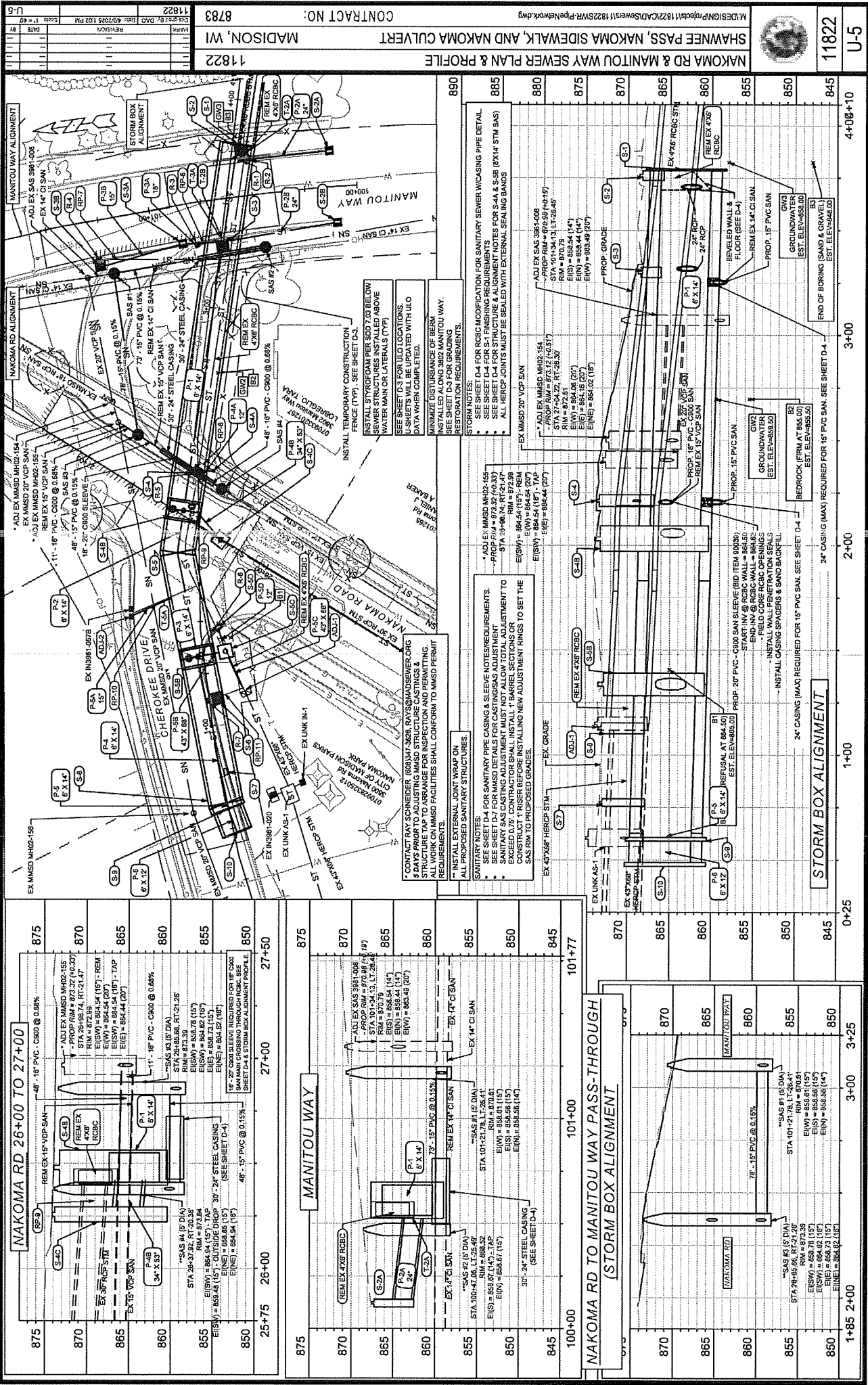
Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



11822
 8783
 CONTRACT NO: MADISON, WI
 SANITARY SEWER & STORM SEWER DETAIL
 SHAWNEE PASS, NAKOMA SIDEWALK, AND NAKOMA CULVERT
 11822



STORM SEWER SCHEDULE

PROPOSED STORM STRUCTURES

STRUCT. NO.	STATION	LOCATION TYPE (OFFSET)	TOP OF CASTING	DEPTH	NOTES	PIPE NO.	FROM (DNSTIM)	TO (UPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
MANITOU WAY																
S-1	100+53.94	RT-24.98	6X14" RCBC WALL	-	860.11	-	-	-	860.11	861.34	177	172	0.71%	6X14"	ROBC	[8]
S-2	100+52.55	RT-21.82	MOD TERRACE INL TYPE 2	2.53	866.13	-	S-1	S-4B	861.34	861.48	20	16	0.86%	6X14"	ROBC	-
T-2A	100+56.12	RT-17.19	24" BOX TAP	-	861.50	-	S-4C	S-5	861.48	861.83	51	47	0.75%	6X14"	ROBC	-
S-2B	100+12.03	RT-17.19	3X3" STM SAS	4.75	867.57	-	S-5	S-5B	861.83	862.33	71	67	0.74%	6X14"	ROBC	-
T-2B	100+66.47	RT-20.38	24" BOX TAP	-	862.00	-	S-5A	S-8	862.33	862.35	3	3	0.73%	6X14"	ROBC	-
S-2B	100+10.53	LT-17.19	3X3" STM SAS	4.75	862.79	-	S-8	S-9	862.35	862.43	12	12	0.69%	6X12"	ROBC	-
S-3	100+66.89	LT-22.18	MOD TERRACE INL TYPE 2	2.38	868.83	-	S-9	S-10	862.43	862.82	45	41	3.26%	24"	TYPE 2	-
T-3A	100+66.47	LT-20.38	18" BOX TAP	-	863.85	-	S-10	-	862.82	862.79	55	51	1.58%	24"	TYPE 2	-
S-3A	100+86.83	LT-18.41	3X3" STM SAS	5.30	864.05	-	MANITOU WAY	S-2A	862.79	864.05	19	15	0.68%	18"	TYPE 2	-
S-3B	101+27.17	LT-22.36	TERRACE INLET TYPE 3	5.00	865.44	-	P-2A	T-2B	864.05	865.44	41	39	2.96%	15"	TYPE 2	-

NAKOM RD (26+00 TO 27+00)

S-4	26+51.74	RT-21.15	MOD TERRACE INL TYPE 2	6.52	867.20	-	P-2B	T-2A	867.20	868.40	7	4	3.64%	12"	TYPE 2	-
S-4A	26+45.97	RT-25.71	12" COLLAR	-	868.55	-	P-4A	S-4	868.40	868.55	22	15	3.36%	34X53"	HERCP	[9]
S-4B	26+48.16	RT-2.00	6X14" STM SAS	12.58	861.34	-	P-4B	S-4B	863.75	863.75	23	21	15.48%	15"	RCP	-
S-4C	26+25.66	LT-0.46	6X8" CATCHBASIN	10.40	863.75	-	P-5A	T-5A	869.31	869.31	11	5	5.08%	43X68"	HERCP	[9]
S-5	26+39.90	LT-16.52	6X14" RCBC BEND	-	861.34	-	P-5B	S-5B	863.04	863.28	22	19	3.49%	43X68"	HERCP	NCM; [9]

STORM BOX ALIGNMENT (WEST OF NAKOMA RD)

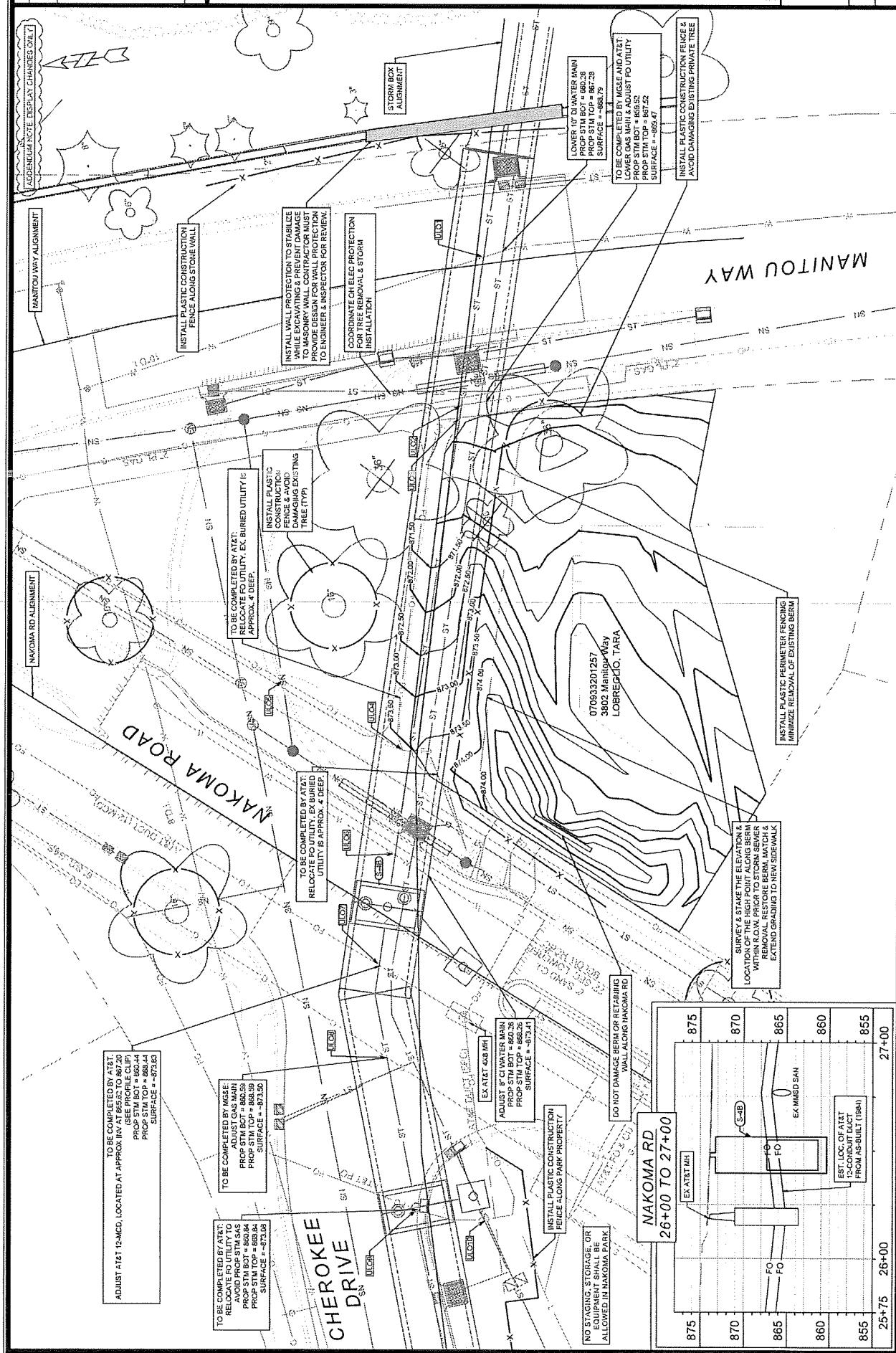
T-5A	1+62.48	LT-11.92	15" BOX TAP	-	866.13	-	P-5C	S-5C	867.26	867.95	12	8	1.69%	12"	TYPE 2	NCM
S-5B	1+33.58	LT-2.91	6X14" STM SAS	11.67	861.83	-	P-5D	S-5C	869.87	870.00	12	8	1.69%	12"	TYPE 2	NCM
S-5C	1+34.44	RT-10.62	6X8" CATCHBASIN	11.16	863.28	-	NAKOM RD (26+00 TO 27+00)	S-4A	868.40	868.55	7	4	3.64%	12"	TYPE 2	-
S-5D	1+46.34	RT-8.47	H INLET	3.50	870.00	-	P-4A	S-4	868.40	868.55	22	15	3.36%	34X53"	HERCP	[9]
S-6	1+12.65	RT-3.77	MOD TERRACE INL TYPE 2	5.12	866.30	-	P-4B	S-4B	863.75	863.75	23	21	15.48%	15"	RCP	-
S-7	0+77.22	RT-2.52	SADDLED INLET TYPE 2	5.42	868.23	-	P-5A	T-5A	869.31	869.31	11	5	5.08%	43X68"	HERCP	[9]
S-8	0+62.59	LT-0.80	6X14" RCBC BEND	-	861.83	-	P-5B	S-5B	863.04	863.28	22	19	3.49%	43X68"	HERCP	NCM; [9]
S-9	0+50.70	LT-0.31	6X14" TO 6X12" TRANSITION	-	861.83	-	P-5C	S-5C	867.26	867.95	12	8	1.69%	12"	TYPE 2	NCM
S-10	0+47.78	RT-1.55	6X12" RCBC WALL	-	862.33	-	P-5D	S-5C	869.87	870.00	12	8	1.69%	12"	TYPE 2	NCM

SPECIFIC NOTES:

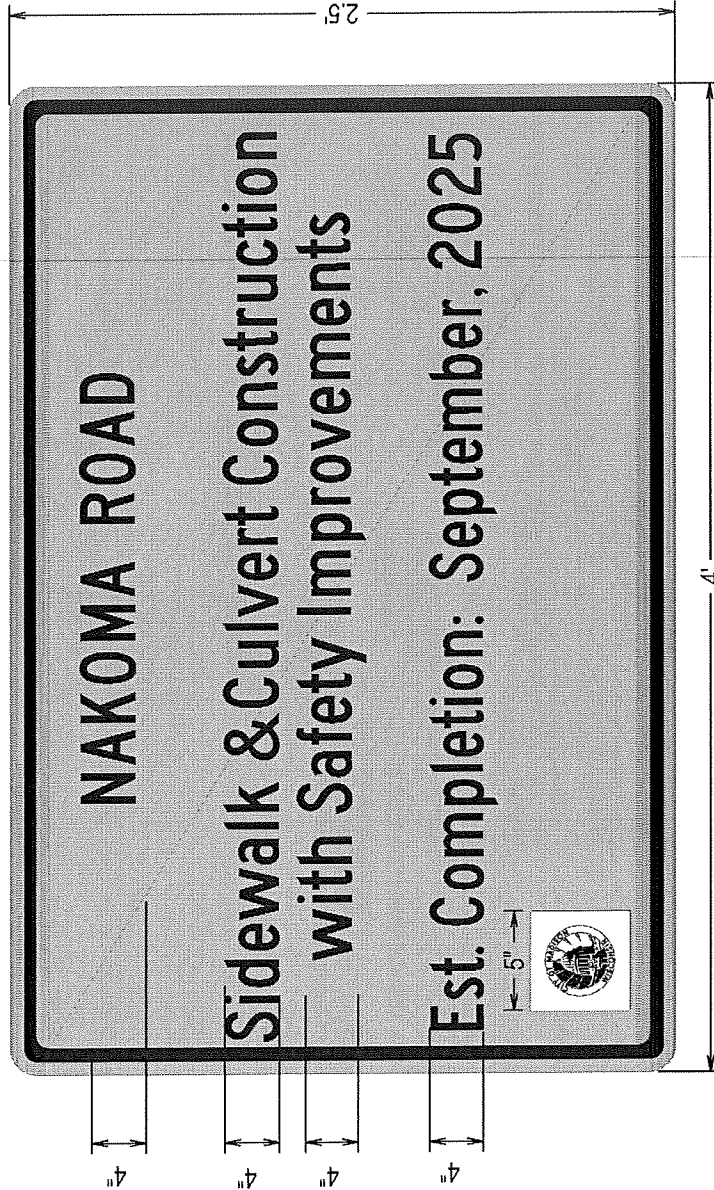
- CONNECT PROP 6X14" RCBC TO EX 4X6" RCBC WITH FIELD-POURED REINFORCED WALL; INSTALL BEVELED WALL & FLOOR, SEE SHEET D-4; SEE BID ITEM 90033
- MODIFIED SADDLED STRUCTURE; CONSTRUCT PER SDD 5.7.9A (TYPE B) W/ #6 DOWELS CONNECTING TO RCBC ROOF; EI = RCBC CROWN; OPENINGS FOR 2X3" SHALL BE 1.5X1.5"; FOR TERRACE INLETS SHALL BE 3X4"
- SET GRATE TO MATCH TOP OF CURB ELEVATION. INSTALL HAND-FORMED 6" W X 6" H CURB HEAD AT GRADE, AROUND GRATE, & MATCH INTO PAVEMENT CURB
- SET GRATE 0.2' BELOW TOP OF CURB; TOC ELEVATION SHOWN IN SCHEDULE TABLE
- INSTALL 3" JUMP; RECONNECT EX 30" RCP (SW) = 868.05 (NCM)
- RCBC WALLS, TRANSITION SECTIONS, & PRECAST BEND SHALL BE PAID AS STORM PIPE; TRANSITION SHALL BE PAID AS 6X14" RCBC FOR NO MORE THAN 3' IN LENGTH
- CONSTRUCT 6X14" STM SAS BASE, WALLS, ROOF, & ROOF OPENINGS PER SDD 5.7.3A & 5.7.3B; SEE SHEET D-4 FOR STM SAS NOTES; SEE BID ITEM 90035
- TWO SANITARY MAIN CROSSINGS BELOW BOX CULVERT BASE; SEE SHEET D-4; SEE BID ITEM 90034
- EXTERNAL SEALING BANDS REQUIRED FOR ALL PIPE JOINTS
- STORM FIELD TAP MUST BE MACHINE CORED IN THE FIELD, AND INCLUDE WATERTIGHT CORE & SEAL BOOT

STANDARD NOTES:

- PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
- ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
- ALL REBAR FOR FIELD POURED STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOAT
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE EI. GIVEN, ADJUST EI. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS 3 UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT DANIEL OLIVARES OF CITY ENGINEERING AT (608) 261-9285 FOR PRECAST APPROVALS. FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO DAOLIVARES@CITYOFMADISON.COM



ADDENDUM 1: MFG 4/8/25
CHANGED AUGUST ESTIMATED COMPLETION TO
SEPTEMBER



Notes:

1. COLOR
BACKGROUND = ORANGE
MESSAGE = BLACK
BORDER = BLACK
2. LETTERING SERIES = C
3. MINIMUM SIGN REFLECTIVITY = HIGH INTENSITY
PRISMATIC GRADE
4. SIGN MATERIAL MAY BE PLASTIC OR METAL
5. CONTRACTOR SHALL MAINTAIN SIGNS
FOR DURATION OF PROJECT ATTACHED TO
TYPE III BARRICADE

CONSTRUCTION SIGN DETAIL		11822	
SHAWNEE PASS, NAKOMA SIDEWALK, AND NAKOMA CULVERT		MADISON, WI	
CONTRACT NO:		8783	
MESSAGE: Project B11822C&ADT118221E-Orange sign debuling		11822	
DRAWN BY: MFG		11822	
DATE: 4/11/2025 2:45 PM		11822	
REV		11822	
DATE		11822	
BY		11822	
DATE		11822	
BY		11822	
DATE		11822	
BY		11822	



11822

D-5

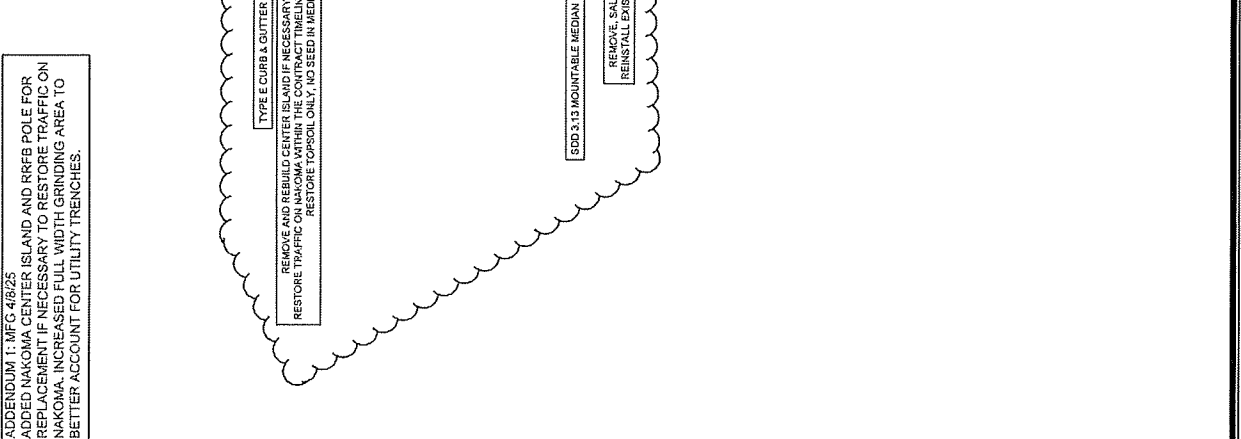
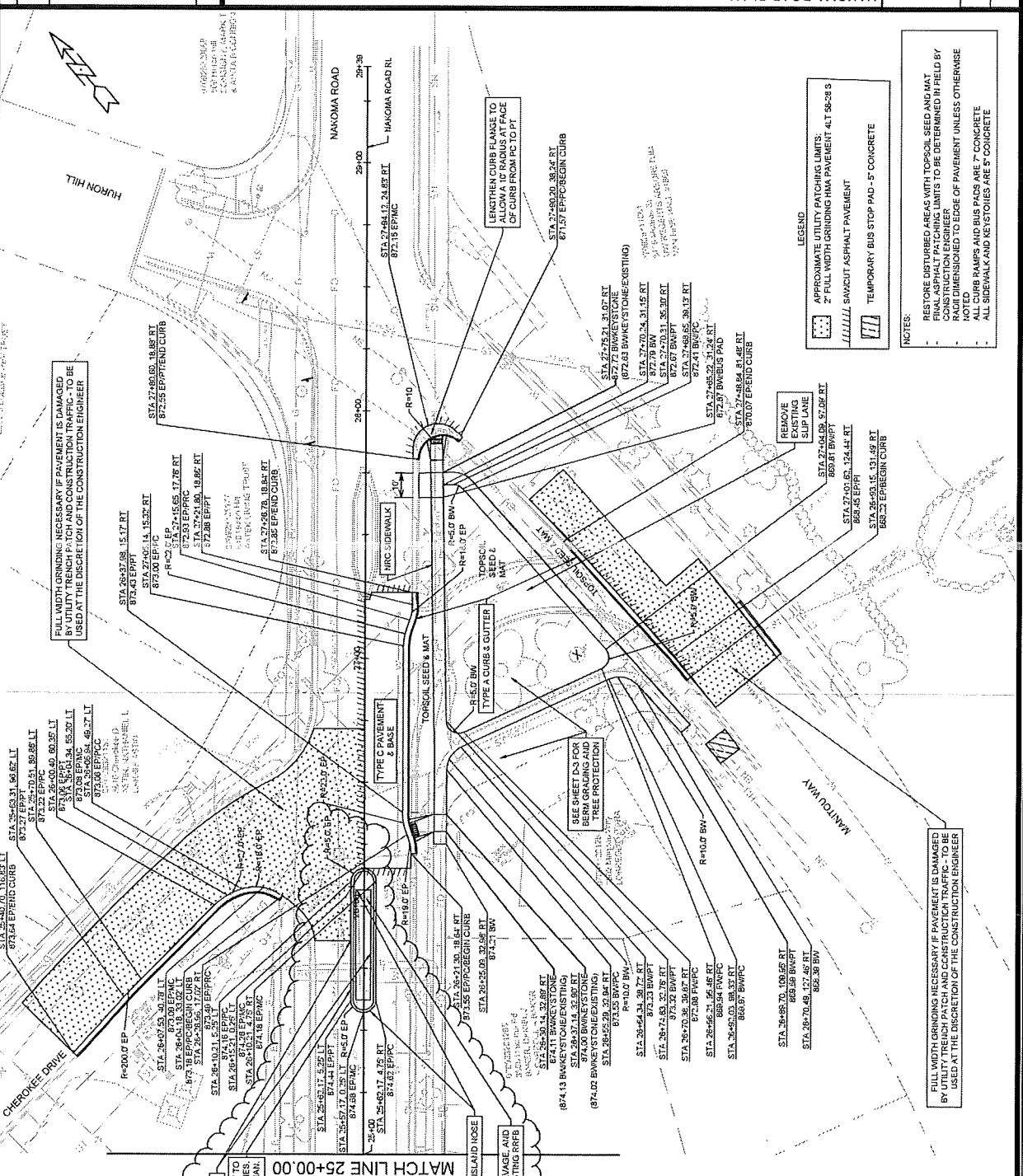
ADDENDUM 1

ADDENDUM 1: MFG 4/8/25

ADDED NAKOMA CENTER ISLAND AND RRFB POLE FOR REPLACEMENT IF NECESSARY TO RESTORE TRAFFIC ON NAKOMA. INCREASED FULL WIDTH GRINDING AREA TO BETTER ACCOUNT FOR UTILITY TRENCHES.

TYPE E CURB & GUTTER
REMOVE AND REBUILD CENTER ISLAND IF NECESSARY TO RESTORE TRAFFIC ON NAKOMA WITHIN THE CONTRACT TIMELINES. RESTORE TOPSOIL ONLY, NO SEED IN MEDIAN.

REMOVE SALVAGE AND REINSTALL EXISTING GFB
SDD 3.13 MOUNTABLE MEDIAN ISLAND NOSE



STORM SEWER SCHEDULE

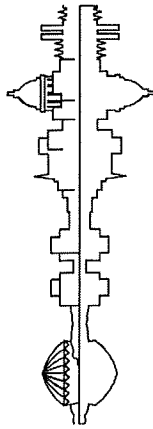
PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION TYPE (OFFSET)	TOP OF CASTING	DEPTH	NOTES	PIPE NO.	FROM (DNSTM)	TO (UPSTM)	DISCH. E.I.	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES	
MANITOULU WAY															
S-1	100+53.94	RT-24.98	6'X14" RCBC WALL	-	860.11	+ P-1	S-1	S-4B	861.34	177	0.71%	6'X14"	RCBC	[8] [13]	
S-2	100+52.55	RT-21.82	MOD TERRACE INL TYPE 2	868.66	866.13	+ P-2	S-4B	S-5	861.48	20	16	0.86%	6'X14"	RCBC	[13]
T-2A	100+56.12	RT-17.19	24" BOX TAP	-	861.50	+ P-3	S-5	S-5B	861.83	51	47	0.75%	6'X14"	RCBC	-
S-2A	100+12.03	RT-17.20	3'X3" STM SAS	867.57	862.82	+ P-4	S-5A	S-8	862.33	71	67	0.74%	6'X14"	RCBC	-
T-2B	100+66.47	LT-20.38	24" BOX TAP	-	862.00	-	[10]	S-8	862.35	3	3	0.73%	6'X14"	RCBC	-
S-2B	100+10.53	LT-17.19	3'X3" STM SAS	867.54	862.79	-	[10]	S-9	862.35	12	12	0.69%	6'X12"	RCBC	-
S-3	100+66.98	LT-22.18	MOD TERRACE INL TYPE 2	868.83	866.45	FP: [2] [4]		S-10	862.43	12					
T-3A	100+66.47	LT-20.38	18" BOX TAP	-	863.95	-	[10]								
S-3A	100+66.83	LT-18.41	3'X3" STM SAS	869.35	864.05	WIR-3067-7004-V		S-2A	861.50	45	41	3.26%	24"	TYPE 2	[13]
S-3B	101+27.17	LT-22.36	TERRACE INLET TYPE 3	870.44	865.44	LP: FP: [4]		S-2B	862.00	55	51	1.56%	24"	TYPE 2	[13]
NAKOMA RD (26+00 TO 27+00)															
S-4	26+51.74	RT-21.15	MOD TERRACE INL TYPE 2	873.72	867.20	FP: [2] [4]		S-3A	863.95	19	15	0.68%	18"	TYPE 2	-
S-4A	26+45.97	RT-25.71	12" COLLAR	-	866.55	-		S-3B	864.30	41	39	2.96%	15"	TYPE 2	-
S-4B	26+48.16	RT-20.00	8'X14" STM SAS	873.92	861.34	FP: WITWO R-1550; [7]		S-4A	868.40	7	4	3.64%	12"	TYPE 2	-
S-4C	26+25.66	LT-0.46	6'X6" CATCHBASIN	874.15	863.75	FP: WITWO R-1550; [5]		S-4C	863.25	22	15	3.36%	34"X53"	HERCOP	[9]
S-5	26+38.60	LT-16.52	6'X14" RCBC BEND	-	861.34	[6]		S-4D	869.31	23	21	15.48%	15"	RCP	-
STORM BOX ALIGNMENT (WEST OF NAKOMA RD)															
T-5A	1+62.48	LT-11.92	15" BOX TAP	-	866.13	[10]		S-5A	863.04	11	5	5.08%	43"X68"	HERCOP	[9]
S-5B	1+33.58	LT-2.91	8'X14" STM SAS	873.50	861.83	FP: WIR-1550 & R-3076-7004; [7]		S-5C	867.28	22	19	3.49%	43"X68"	HERCOP	NCM; [9]
S-5C	1+24.44	RT-10.82	6'X6" CATCHBASIN	874.44	863.28	FP: WITWO R-1550; [5]		S-5D	869.87	12	8	1.69%	12"	TYPE 2	NCM
S-5D	1+46.94	RT-8.47	H INLET	873.50	870.00	LP: WIR-3067-7004-VB									
S-6	1+12.65	RT-3.77	MOD TERRACE INL TYPE 2	873.42	868.30	LP: FP: [2] [4]									
S-7	0+77.22	RT-2.52	SADDLED INLET TYPE 2	873.65	868.23	FP: WIR-3067-7004-V									
S-8	0+62.59	LT-0.80	6'X14" RCBC BEND	-	861.48	[6]									
S-9	0+59.70	LT-0.31	6'X14" TO 6'X12" TRANSITION	-	861.83	[6]									
S-10	0+47.78	RT-1.55	6'X12" RCBC WALL	-	862.33	[6]									

</

STANDARD NOTES:

- PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3.
- ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.
- ALL REBAR FOR FIELD POURED STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATE
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS 3 UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
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Madison, Wisconsin

CITY OF MADISON

CITY ENGINEERING DIVISION

DEPARTMENT OF PUBLIC WORKS

PLAN OF PROPOSED IMPROVEMENT

INDEX OF SHEETS

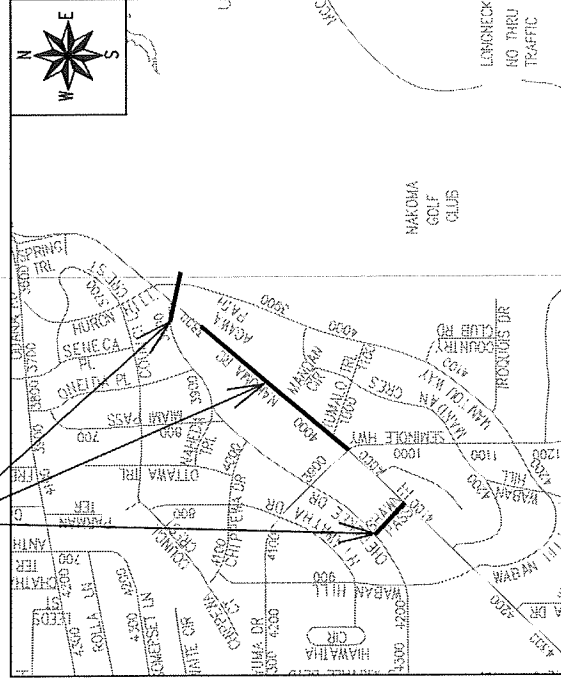
SHEET NO.	DI-D7	TYPICAL SECTIONS, NOTES, AND DETAILS
SHEET NO. ECI-EC2		EROSION CONTROL PLANS
SHEET NO. PL-P5		STREET PLAN & PROFILES
SHEET NO. UI-US		UTILITY PLAN & PROFILES
SHEET NO. U6		SANITARY SEWER SCHEDULE
SHEET NO. U7-U9		STORM SEWER SCHEDULE
SHEET NO. MI-M5		PAVEMENT MARKING PLANS
SHEET NO. VI-X7		CROSS SECTIONS
SHEET NO. MNI		MAINTENANCE PLAN (CITY USE ONLY)

PROJECT LOCATIONS

SHAWNEE PASS ASSESSMENT DISTRICT 2025,
NAKOMI SIDEWALK, AND NAKOMA CULVERT
CITY PROJECT NO. 11822
CONTRACT NO. 8783

PROJECT LOCATIONS

MAINTENANCE PLAN (CITY USE ONLY)



EARTH WORK SUMMARY:

EXCAVATION CUT (MEASURED PLAN QUANTITY) = 1,410 C.Y.
ESTIMATED UNDISTRIBUTED UNDERCUT = 80 C.Y.
TOTAL UNCLASSIFIED EXCAVATION CUT = 1,490 C.Y.

CONVENTIONAL SIGNS
FIELD VERIFY ALL UTILITY LOCATIONS
GAS
STORM SEWER
SANITARY SEWER
WATER
BURIED ELECTRIC
OVERHEAD ELECTRIC
POWER POLE
ADA COMPLIANT RAMP W/
DETECTABLE WARNING FIELD
COMBUSTIBLE FLUIDS

NOTES:

- ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE OF 0.50% TOWARD STORM SEWER INLETS.
- SIDEWALK RAMP SHALL HAVE A MAXIMUM SLOPE OF 1" PER 12". SIDEWALK AND CURB RAMPS SHALL BE CONSTRUCTED WITH A SIDE SLOPE OF 2.00%.
- SIDEWALK SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF 0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00% EXCEPT WHERE STREET GRADES EXCEED 5.00%.

PUBLIC IMPROVEMENT PROJECT
APPROVED

FEBRUARY 11, 2025

BY THE COMMON COUNCIL
OF MADISON, WISCONSIN

PUBLIC IMPROVEMENT DESIGN
APPROVED BY:

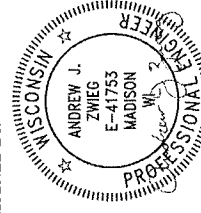
Julie

Apr 4, 2025

City Engineer

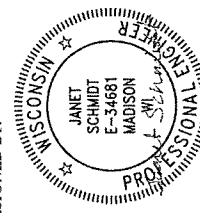
Date

STREET
DESIGNED BY:



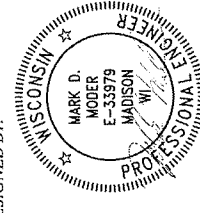
Apr 4, 2025

STORM SEWER
DESIGNED BY:



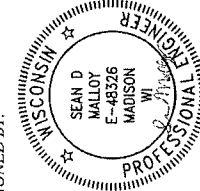
Apr 4, 2025

SANITARY SEWER
DESIGNED BY:

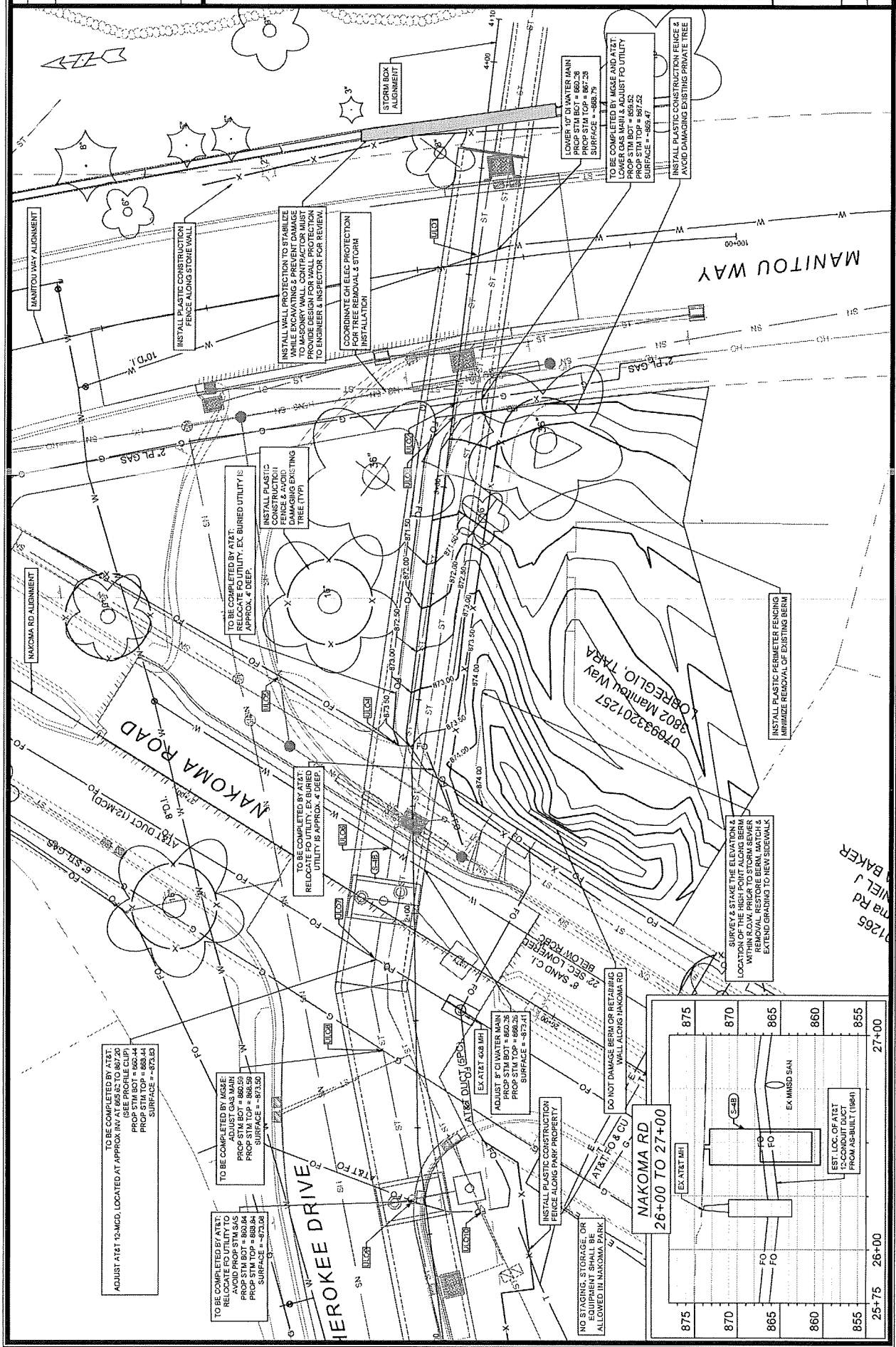


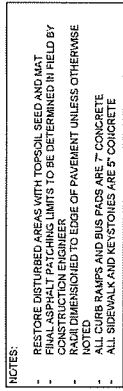
Apr 4, 2025

PAVEMENT MARKING
DESIGNED BY:

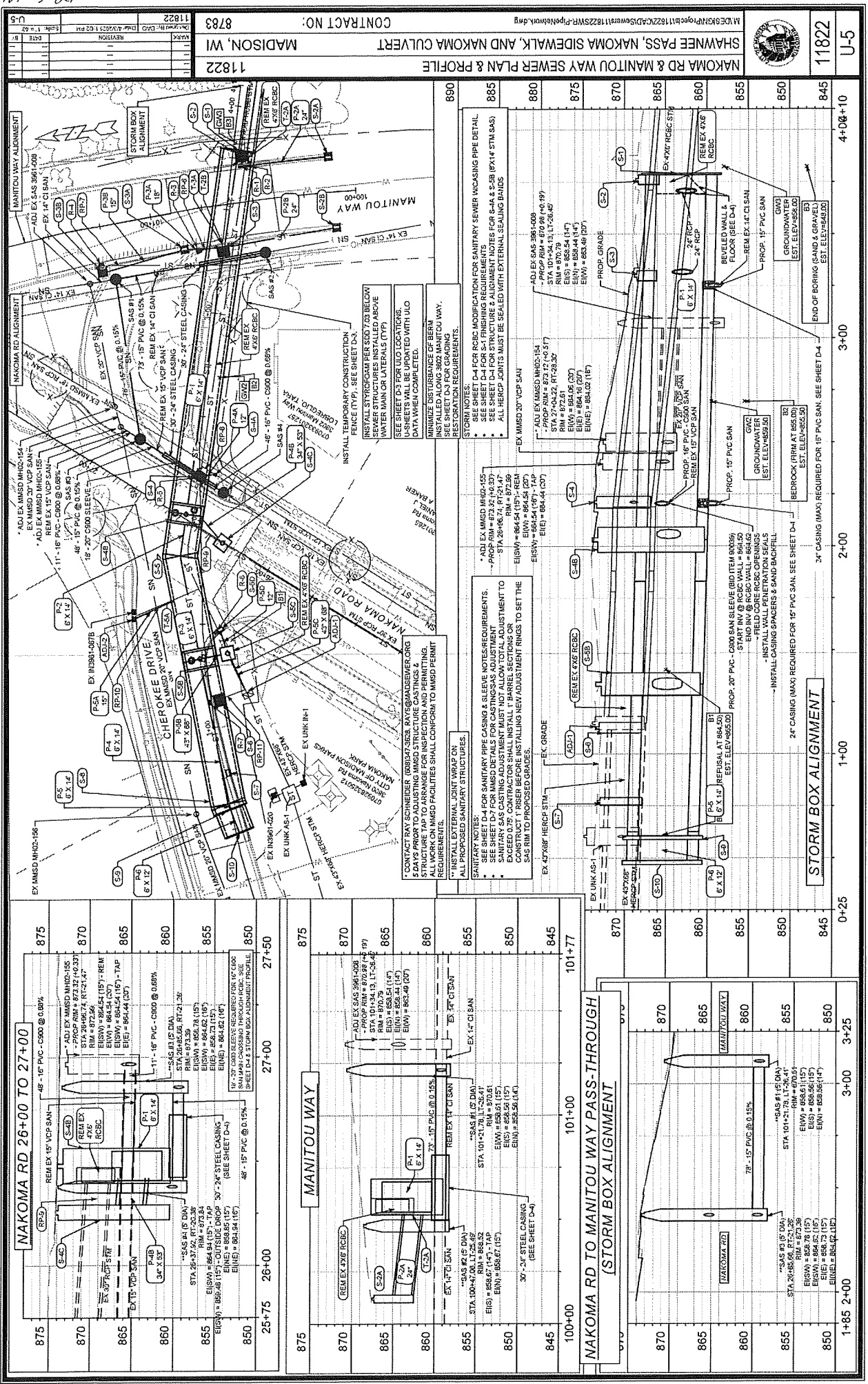


Apr 4, 2025



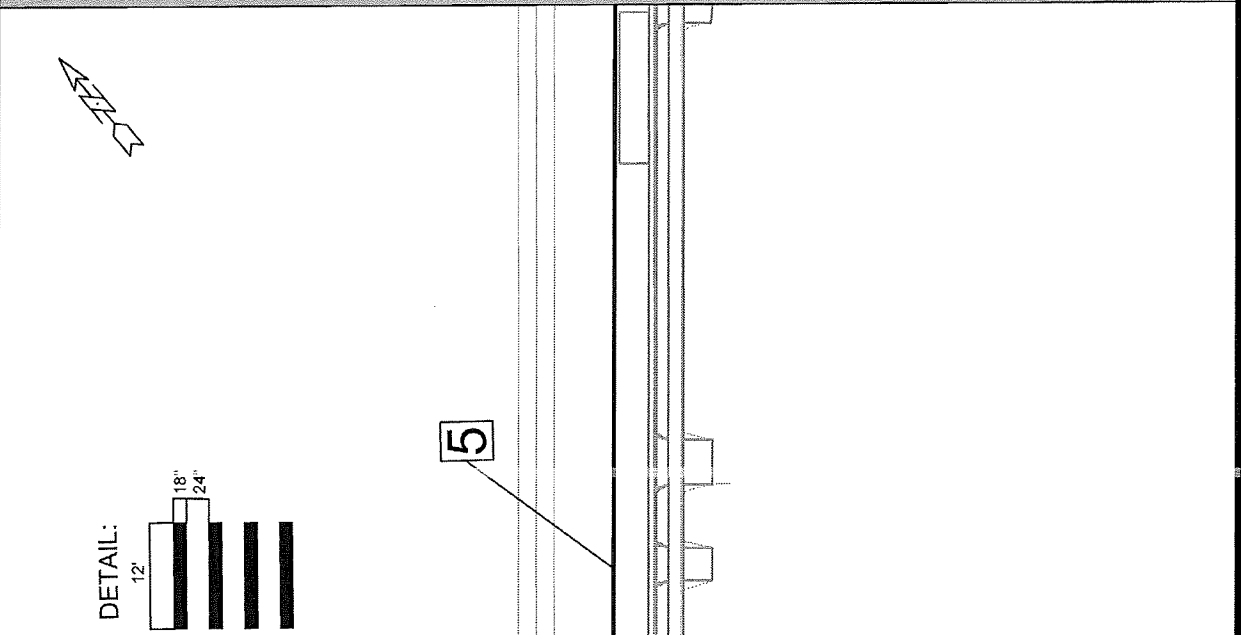
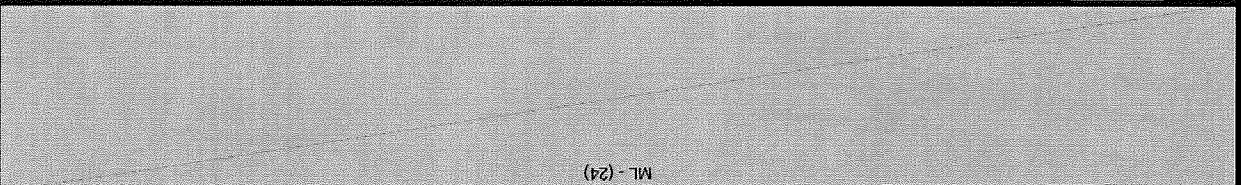


ORIGINAL



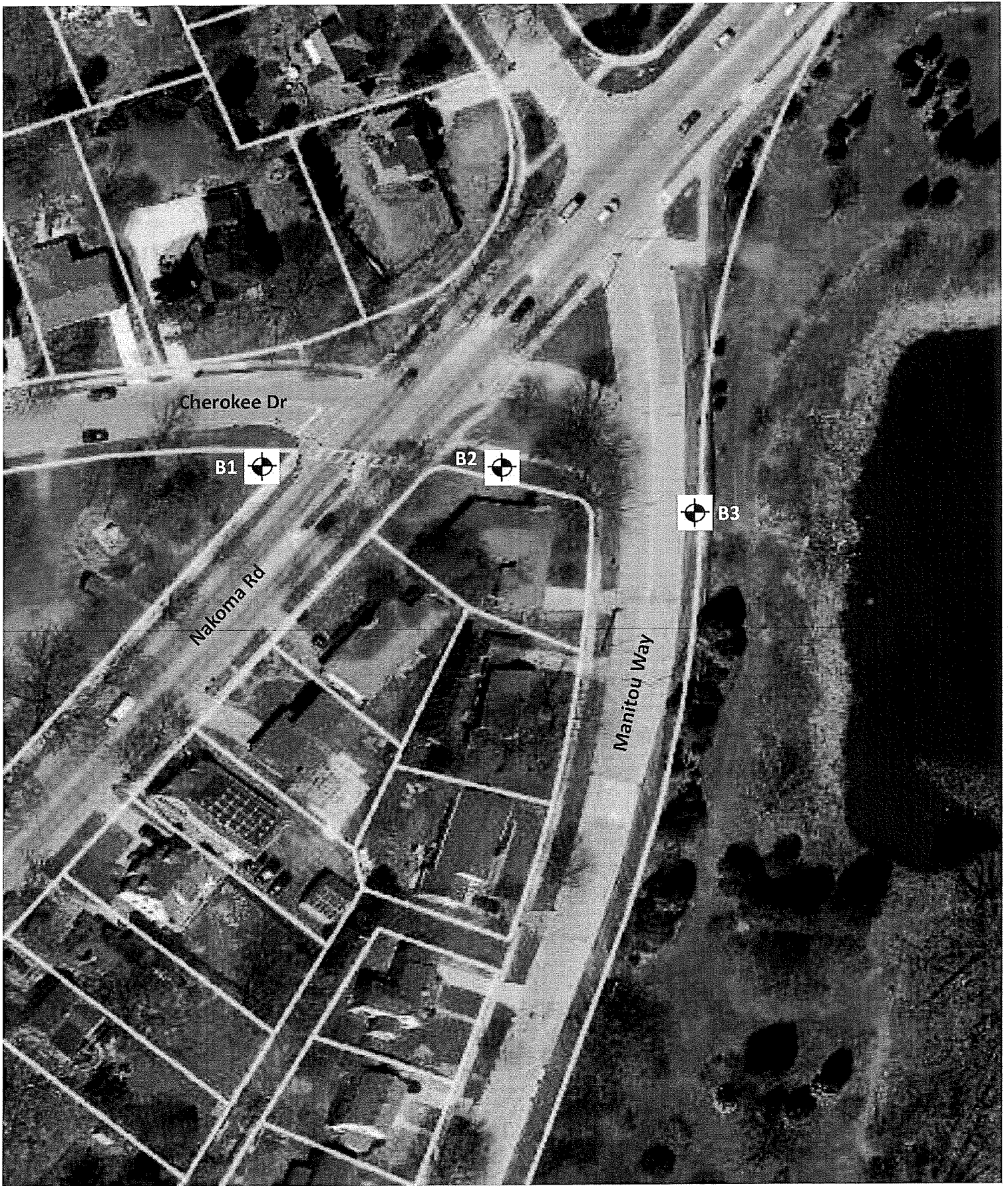
ORIGINAL

DESIGN PROJECT: 11822CADDIT11822TE-PavementMarking_DRAFT.dwg		CONTRACT NO: 8783		11822	
PAVEMENT MARKING PLAN		SHAWNEE PASS, NAKOMA SIDEWALK, AND NAKOMA CULVERT		MADISON, WI	
11822		8783		11822	
M-3		11822		M-3	



PAVEMENT MARKINGS	
1	PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH
2	PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH
3	PAVEMENT MARKING EPOXY, YELLOW CURB
4	PAVEMENT MARKING EPOXY, WHITE LINE, 6-INCH
5	PAVEMENT MARKING EPOXY, YELLOW DOUBLE LINE, 4-INCH
6	PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH
7	PAVEMENT MARKING EPOXY, WHITE LINE, 8-INCH
8	PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW

Notes: All dimensions are to center of marking and face of curb, for layout questions, contact Ali Heinritz, aheinritz@cityofmadison.com 608.267.1102



Legend

⊕ Denotes boring location

Notes

1. Soil borings performed by America's Drilling Co. in August 2024
2. Boring locations are approximate



Scale: Reduced

Job No.
C24051-14

Date:
9/2024



SOIL BORING LOCATION MAP
Manitou/Nakoma Box Culvert
Madison, Wisconsin



LOG OF TEST BORING

Project **Manitou/Nakoma Box Culvert Replacement**

Location **Madison, Wisconsin**

Boring No. **1**
Surface Elevation (ft) **875±**
Job No. **C24051-14**
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Depth (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LOI
					3.5 in. TOPSOIL					
1		10	M	2	FILL: Medium Stiff Dark Brown Clay with Sand and Gravel to 3'	(0.75)				
2		16	M	2	Soft Sandy Clay with Gravel to 5'	(0.3)				
3		16	M/WWOH		Very Loose Brown Silty Sand Mixed with Very Soft Brown Sandy Clay to 9'	(<0.2)				
4		10	M/W	13	Medium Dense, Brown Clayey Fine SAND, Trace Gravel (SC - Possible Fill)					
					Apparent Weathered to Competent Bedrock					
					End of Boring at 10.5 ft Due to Auger Refusal on Presumed Bedrock					
					Backfilled with Bentonite Chips and Sod Plug					
					WOH= Weight of Hammer					
WATER LEVEL OBSERVATIONS						GENERAL NOTES				
While Drilling ☒ NW Upon Completion of Drilling <u>10 Min.</u>						Start <u>8/14/24</u> End <u>8/14/24</u>				
Time After Drilling _____						Driller <u>ADC</u> Chief <u>CJ</u> Rig <u>7822DT</u>				
Depth to Water _____						Logger <u>BU</u> Editor <u>ESF</u>				
Depth to Cave in <u>8.9'</u>						Drill Method <u>2.25" HSA; Autohammer</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



LOG OF TEST BORING

Project Manitou/Nakoma Box Culvert Replacement

Location Madison, Wisconsin

Boring No. 2
Surface Elevation (ft) 873±
Job No. C24051-14
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						5 in. TOPSOIL					
1		6	M	6		FILL: Stiff Dark Brown Clay with Sand and Gravel to 3'	(1.25)				
2		10	M	3		Very Loose Brown Silty Sand with Gravel and Clay to 5'					
					5	Medium Stiff, Dark Brown Sandy CLAY (CL - Possible Fill)	(0.75)				
3		16	M	3		Stiff, Brown Lean CLAY, Some Sand (CL - Possible Fill)	(1.25)				
4		8	M	4							
					10	Medium Dense, Tan Fine to Medium SAND, Some Gravel, Trace Silt (SP)					
5		10	W	12							
					15	Apparent Weathered to Competent Bedrock Firm to Hard Drilling Beginning Near 18' Very Limited Sample Recovery at S-6					
6		1	W	50/1"							
					20	End of Boring at 20 ft					
						Backfilled with Bentonite Chips and Sod Plug					
					25						

WATER LEVEL OBSERVATIONS

While Drilling ▽ 13.5' Upon Completion of Drilling 15 Min.
Time After Drilling 13.5' ▽
Depth to Water 14.0'
Depth to Cave in

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

GENERAL NOTES

Start 8/14/24 End 8/14/24
Driller ADC Chief CJ Rig 7822DT
Logger BU Editor ESF
Drill Method 2.25" HSA; Autohammer

LOG OF TEST BORING

Project **Manitou/Nakoma Box Culvert Replacement**Location **Madison, Wisconsin**

Boring No. **3**

Surface Elevation (ft) 868±

Job No. **C24051-14**

Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE						VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N	Depth (ft)		q _u (q _a) (tsf)	W	LL	PL	LOI
						6.5 in. TOPSOIL					
1		14	M	4		FILL: Soft to Medium Stiff Dark Brown Clay with Sand and Gravel	(0.5)				
2		14	M	3			(0.5)				
3		12	M	7		Stiff, Rust-Brown and Gray (Mottled) Lean CLAY, Some Sand (CL)	(1.25)				
4		14	M/W	6		Stiff to Medium Stiff Near 9'	(1.0)				
						Medium Dense, Brown Fine to Medium SAND, Trace Silt and Gravel (SP)					
5		12	W	11							
						Scattered Seams with Fine to Coarse Sand and More Gravel					
6		18	W	23							
						End of Boring at 20 ft					
						Backfilled with Bentonite Chips and Sod Plug					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 10.0'

Upon Completion of Drilling

Time After Drilling 15 Min.

Depth to Water				10.5'
----------------	--	--	--	-------

Depth to Cave in	_____	_____	_____	13'
------------------	-------	-------	-------	-----

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

GENERAL NOTES

Start	8/14/24	End	8/14/24	
Driller	ADC	Chief	DB	Rig D-50
Logger	PB	Editor	ESF	
Drill Method	2.25" HSA; Autohammer			

SECTION E: BIDDERS ACKNOWLEDGEMENT

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT CONTRACT NO. 8783

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

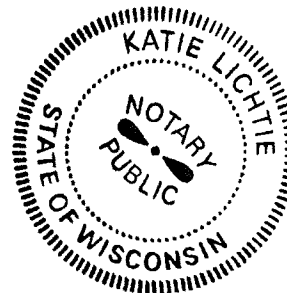
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 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 Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI 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.

Dustin Bettman
SIGNATURE

V.P.
TITLE, IF ANY

Sworn and subscribed to before me this
17 day of April, 2025.

Katie Lichtie
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 01-01-27
Bidders shall not add any conditions or qualifying statements to this Proposal.



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 and FROST)

☐ IRON WORKER

☐ IRON WORKER (ASSEMBLER, METAL BLDGS)

☐ PAINTER and DECORATOR

☐ PLASTERER

☐ PLUMBER

☐ RESIDENTIAL ELECTRICIAN

☐ ROOFER and WATER PROOFER

☐ SHEET METAL WORKER

☐ SPRINKLER FITTER

☐ STEAMFITTER

☐ STEAMFITTER (REFRIGERATION)

☐ STEAMFITTER (SERVICE)

☐ TAPER and FINISHER

☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

☐ TILE SETTER

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND
NAKOMA CULVERT
CONTRACT NO. 8783

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

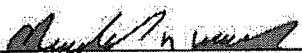
Prime Bidder Information

Company: Speedway Sand & Gravel
Address: 8500 Greenway Blvd Suite 202 Middleton, WI 53562
Telephone Number: 608-836-2984 Fax Number: 608-836-7485
Contact Person/Title: Katie Lichtie

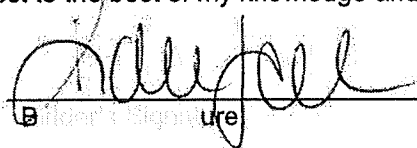
Prime Bidder Certification

I, Katie Lichtie, Project Manager of
Name Title
Speedway Sand & Gravel 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

4/17/25
Date


Bidder's Signature

**SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND
NAKOMA CULVERT
CONTRACT NO. 8783**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	11	% of Total Bid Amount
Mike Schlobohm Trucking	Trucking	7.2	%
JR's Construction and Landscaping	Landscaping	1.7	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		8.9	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
Utility Sales and Supply, INC	Railing	3.54	%
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:		3.54	% x 0.6 = 2.1 % (discounted to 60%)
Total Percentage of SBE Utilization:		11	%.

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT

CONTRACT NO. 8783

DATE: 4/17/25

Speedway Sand & Gravel,
Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$7,686.00	\$7,686.00
10713 - TEMPORARY CROSSWALK ACCESS - EACH	2.00	\$1,200.00	\$2,400.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	90.00	\$20.00	\$1,800.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	300.00	\$30.00	\$9,000.00
10911 - MOBILIZATION - L.S.	1.00	\$360,000.00	\$360,000.00
20101 - EXCAVATION CUT - C.Y.	1490.00	\$30.10	\$44,849.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) S.Y.	20.00	\$20.00	\$400.00
20219 - BREAKER RUN - TON	180.00	\$15.20	\$2,736.00
20221 - TOPSOIL - S.Y.	2600.00	\$10.75	\$27,950.00
20256 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	740.00	\$1.00	\$740.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	1926.00	\$2.00	\$3,852.00
20313 - REMOVE INLET - EACH	11.00	\$456.00	\$5,016.00
20314 - REMOVE PIPE (STORM) - L.F.	68.00	\$40.00	\$2,720.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	2700.00	\$4.00	\$10,800.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	4900.00	\$2.34	\$11,466.00
20401 - CLEARING - I.D.	36.00	\$101.00	\$3,636.00
20406 - GRUBBING - I.D.	36.00	\$101.00	\$3,636.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	7.00	\$450.00	\$3,150.00
20701 - TERRACE SEEDING - S.Y.	2600.00	\$1.40	\$3,640.00
20801 - SODDING - S.Y.	100.00	\$10.00	\$1,000.00
21002 - EROSION CONTROL INSPECTION - EACH	4.00	\$400.00	\$1,600.00
21013 - STREET SWEEPING - L.S.	1.00	\$2,000.00	\$2,000.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	500.00	\$6.00	\$3,000.00
21031 - INLET PROTECTION, TYPE C - COMPLETE - EACH	14.00	\$200.00	\$2,800.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	25.00	\$280.00	\$7,000.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	25.00	\$100.00	\$2,500.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	25.00	\$50.00	\$1,250.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	2600.00	\$2.80	\$7,280.00
21302 - CONSTRUCTION FENCE (PLASTIC) - L.F.	375.00	\$6.00	\$2,250.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	2510.00	\$28.20	\$70,782.00
30205 - TYPE 'E' CURB & GUTTER - L.F.	96.00	\$30.01	\$2,880.96
30302 - 5-INCH CONCRETE SIDEWALK - S.F.	9100.00	\$7.00	\$63,700.00
30304 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	4000.00	\$8.30	\$33,200.00
30307 - TEMPORARY BUS STOP PAD - S.F.	100.00	\$15.00	\$1,500.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	78.00	\$16.58	\$1,293.24
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	100.00	\$48.00	\$4,800.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	700.00	\$21.95	\$15,365.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1300.00	\$22.80	\$29,640.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	260.00	\$88.90	\$23,114.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	240.00	\$78.60	\$18,864.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	140.00	\$88.90	\$12,446.00

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT

CONTRACT NO. 8783

DATE: 4/17/25

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
40218 - TACK COAT - GAL	120.00	\$3.00	\$360.00
40251 - ASPHALT MATERIAL FOR CURB FRONT FILL - L.F.	1270.00	\$7.00	\$8,890.00
40301 - FULL WIDTH GRINDING - S.Y.	1220.00	\$7.50	\$9,150.00
50201 - ROCK EXCAVATION - C.Y.	575.00	\$1.00	\$575.00
50202 - TYPE II DEWATERING - L.S.	1.00	\$150.00	\$150.00
50203 - UNDERCUT FOR SANITARY SEWER - C.Y.	60.00	\$139.50	\$8,370.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	874.00	\$0.01	\$8.74
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	240.00	\$0.01	\$2.40
50266 - UTILITY TRENCH PATCH TYPE III - S.Y.	210.00	\$69.95	\$14,689.50
50304 - 15 INCH PVC SANITARY SEWER PIPE - L.F.	199.00	\$274.02	\$54,529.98
50324 - 16 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	59.00	\$272.40	\$16,071.60
50326 - 20 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	18.00	\$658.29	\$11,849.22
50361 - WASTEWATER CONTROL - L.S.	1.00	\$1.00	\$1.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	41.00	\$88.16	\$3,614.56
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	23.00	\$94.14	\$2,165.22
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	19.00	\$96.01	\$1,824.19
50422 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	22.00	\$360.11	\$7,922.42
50424 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	33.00	\$467.79	\$15,437.07
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	182.00	\$91.28	\$16,612.96
50433 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	83.00	\$98.92	\$8,210.36
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	37.00	\$112.44	\$4,160.28
50435 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	100.00	\$146.21	\$14,621.00
50499 - CONCRETE COLLAR - EACH	1.00	\$1,025.00	\$1,025.00
50501 - INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (12' SPAN X 6' RISE) - L.F.	12.00	\$1,094.00	\$13,128.00
50502 - INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (14' SPAN X 6' RISE) - L.F.	322.00	\$860.00	\$276,920.00
50702 - 5' DIA. SANITARY SAS - EACH	4.00	\$10,408.00	\$41,632.00
50722 - 6'X6' CATCHBASIN - EACH	2.00	\$18,900.00	\$37,800.00
50723 - 3'X3' STORM SAS - EACH	6.00	\$4,600.00	\$27,600.00
50741 - TYPE H INLET - EACH	11.00	\$4,010.00	\$44,110.00
50762 - SADDLED INLET TYPE II - EACH	1.00	\$2,200.00	\$2,200.00
50767 - TERRACE INLET TYPE 2 - EACH	4.00	\$7,500.00	\$30,000.00
50768 - TERRACE INLET TYPE 3 - EACH	2.00	\$5,815.00	\$11,630.00
50782 - 15 INCH SANITARY SEWER OUTSIDE DROP - V.F.	5.46	\$1,734.97	\$9,472.94
50791 - SANITARY SEWER TAP - EACH	3.00	\$1,090.00	\$3,270.00
50792 - STORM SEWER TAP - EACH	4.00	\$1,650.00	\$6,600.00
50797 - EXTERNAL SEWER ACCESS STRUCTURES JOINT SEAL - EACH	4.00	\$840.00	\$3,360.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	15.00	\$765.00	\$11,475.00
60417 - CONSTRUCT TYPE "GR" BASE - EACH	1.00	\$1,035.00	\$1,035.00
60423 - REMOVE TRAFFIC SIGNAL BASE - EACH	1.00	\$300.00	\$300.00
60800 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	2000.00	\$1.10	\$2,200.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	500.00	\$0.65	\$325.00
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	200.00	\$0.80	\$160.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F. - L.F.	400.00	\$7.25	\$2,900.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	400.00	\$17.50	\$7,000.00

SHAWNEE PASS ASSESSMENT DISTRICT 2025, NAKOMA SIDEWALK, AND NAKOMA CULVERT

CONTRACT NO. 8783

DATE: 4/17/25

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	150.00	\$19.75	\$2,962.50
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	300.00	\$14.10	\$4,230.00
60829 - PAVEMENT MARKING EPOXY, SYMOL, LEFT ARROW - EACH	1.00	\$275.00	\$275.00
60882 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F.	100.00	\$3.75	\$375.00
60886 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F.	100.00	\$4.80	\$480.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	15.00	\$130.00	\$1,950.00
90001 - MODIFIED 7" CONCRETE SIDEWALK - S.F.	2400.00	\$12.80	\$30,720.00
90002 - PEDESTRIAN RAILING - L.F.	313.00	\$284.89	\$89,170.57
90003 - REMOVE AND SALVAGE BRICK PAVERS - L.S.	3.00	\$300.00	\$900.00
90004 - PROJECT INFORMATION SIGN (2.5'x4') - EACH	2.00	\$250.00	\$500.00
90005 - REMOVE SALVAGE & REINSTALL EXISTING RRFB - EACH	1.00	\$830.00	\$830.00
90006 - TEMPORARY ASPHALT PAVEMENT - S.Y.	300.00	\$66.00	\$19,800.00
90020 - FURNISH & INSTALL SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON-POST MOUNTED SYSTEM - L.S.	1.00	\$10,015.00	\$10,015.00
90030 - STORM WATER CONTROL - L.S.	1.00	\$1,200.00	\$1,200.00
90031 - WALL PROTECTION PLAN & IMPLEMENTATION - L.S.	1.00	\$175.00	\$175.00
90032 - RELOCATE WATER MAIN - EACH	2.00	\$14,382.00	\$28,764.00
90033 - FIELD-POUR BEVELED WALL & FLOOR - L.S.	1.00	\$5,070.00	\$5,070.00
90034 - SANITARY SEWER STORM BOX CROSSING - EACH	2.00	\$18,030.00	\$36,060.00
90035 - 8'X14' STM SAS - EACH	2.00	\$28,471.00	\$56,942.00
90036 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$3,030.00	\$3,030.00
90037 - ADJUST MMSD SANITARY ACCESS STRUCTURE - EACH	2.00	\$2,905.00	\$5,810.00
90038 - REMOVE RCBC STORM PIPE - L.F.	268.00	\$11.00	\$2,948.00
90039 - FURNISH AND INSTALL 20 INCH PIPE SLEEVE - L.S.	1.00	\$5,341.47	\$5,341.47
90040 - HEAVY WASTEWATER CONTROL - L.S.	1.00	\$1.00	\$1.00
109 Items	Totals		\$1,854,650.18



Department of Public Works
Engineering Division

James M. Wolfe, P.E. City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer

Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris J. Petykowski, P.E.

Deputy City Engineer

Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1

Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

(a corporation of the State of Wisconsin)

(individual), (partnership), (hereinafter referred to as the "Principal") and

Fidelity and Deposit Company of Maryland

a corporation of the State of Maryland (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2024 through January 31, 2026.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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.

PRINCIPAL

Speedway Sand & Gravel Inc.

COMPANY NAME

AFFIX SEAL

Jan 2, 2024

DATE

By: Janice Ryan
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland

COMPANY NAME

AFFIX SEAL

January 2, 2024

DATE

By: Michael H. [Signature]
SIGNATURE AND TITLE
Attorney-in-fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2024

DATE

Michael H. [Signature]
AGENT SIGNATURE

1818 Parmenter Street, Suite 240

ADDRESS

Middleton, WI 53562

CITY, STATE AND ZIP CODE

608-242-2551

TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2024 to January 31, 2026
NAME OF SURETY Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

1-2-2024
DATE

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicole STILLINGS, Ross S. SQUIRES, Tina L. DOMASK of Middleton, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of January, 2024.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION H: AGREEMENT

THIS AGREEMENT made this 5th day of June in the year Two Thousand and Twenty-Five between **Speedway Sand & Gravel, Inc.** 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 **May 20, 2025** 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:

**Shawnee Pass Assessment District 2025, Nakoma Sidewalk, and Nakoma
Culvert**

CONTRACT NO. 8783

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 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 **ONE MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FIFTY AND 18/100 (\$1,854,650.18)** 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 ensure 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 affirmation 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 or 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 Wisc. 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.

Shawnee Pass Assessment District 2025, Nakoma Sidewalk, and Nakoma Culvert

CONTRACT NO. 8783

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:

Speedway Sand & Gravel, Inc.

Company Name

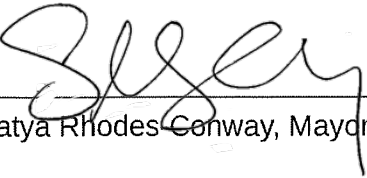
S. Morgan May 21, 2025
Witness Date

Dustin Bithun May 21, 2025
V. President Date

S. Morgan May 21, 2025
Witness Date

Jessie Ryan May 21, 2025
Secretary Date

CITY OF MADISON

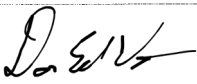
 06/05/2025
Satya Rhodes-Conway, Mayor Date

 05/28/2025
Michael Haas, Acting City Clerk Date

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

 06/04/2025
David P Schmiedicke, Finance Director Date

Approved as to form:

 6/4/2025
for Michael Haas, City Attorney Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES25-00310, ID No. 88098, adopted by the Common Council of the City of Madison on May 20, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **Speedway Sand & Gravel, Inc.** as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FIFTY AND 18/100 (\$1,854,650.18)** 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:

Shawnee Pass Assessment District 2025, Nakoma Sidewalk, and Nakoma Culvert
CONTRACT NO. 8783

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 effort.

Signed and sealed this 21st day of May, 2025

Countersigned:

Speedway Sand & Gravel, Inc.

Company Name (Principal)

S. Morgan
 Witness

V. Bithun
 V. President Seal NA

Janice Ryan
 Secretary

Fidelity and Deposit Company of Maryland

Surety

Seal

☒ Salary Employee ☐ Commission

By *Kristine M. Becks*

Attorney-in-Fact Kristine M. Becks

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 21283464 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

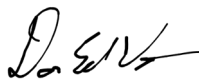
May 21, 2025
 Date

Kristine M. Becks
 Agent Signature

The foregoing Bond has been approved as to form:

6/4/2025

Date



for City Attorney

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of May, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

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Schaumburg, IL 60196-1056
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800-626-4577

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