

BID OF _____

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)**

CONTRACT NO. 8801

MUNIS NO. 14782

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON _____

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

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This Proposal, and Agreement have
been prepared by:

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

 for

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

JMW: AZ

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:	TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO.:	8801
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	September 11, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	September 11, 2025
BID SUBMISSION (2:00 P.M.)	September 18, 2025
BID OPEN (2:30 P.M.)	September 18, 2025
PUBLISHED IN WSJ	September 4 & 11, 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 Isaac Gabriel at (608) 267-1197, or Kyle Frank at (608) 266-9091.

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.

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person/Title: _____

Prime Bidder Certification

I, _____, _____ of
Name Title

_____ certify that the information
Company

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

Witness' Signature

Bidder's Signature

Date

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
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CONTRACT NO. 8801**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		_____ %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		_____ % x 0.6 = _____ % (discounted to 60%)
Total Percentage of SBE Utilization: _____ %.		

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
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CONTRACT NO. 8801**

Small Business Enterprise Compliance Report

SBE Contact Report

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

SBE Information

Company: _____

Address: _____

Telephone Number: _____

Contact Person/Title: _____

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

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

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

☐ Yes ☐ No

3. Did this SBE submit a bid? ☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

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

6. Describe any other good faith efforts:

SECTION D: SPECIAL PROVISIONS

TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024) CONTRACT NO. 8801

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, installation sanitary sewer main and laterals, adjustment of water valves, and storm inlets, pulverize and shape the existing asphalt pavement, full width grinding of the existing pavement, bus pad installation, and spot replacement of curb and gutter and sidewalks, and new pavement marking.

The total project limits for the work on Green Avenue are from 613 Troy Drive to Sauthoff Road. The project is approximately 4,000 ft. in length.

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.

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

Archaeology

No archaeology monitoring or final report is needed for this project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps 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. The Contractor shall maintain access for property owners.

Madison Mental Health Institute

The Madison Mental Health Institute (MMHI), located at 301 Troy Drive is planning an underground utility project beginning in the fall of 2025 within their property limits. As part of the MMHI utility project, new underground direct-bury steam piping, electrical, and signal duct packages will be installed across Troy Drive. This project will overlap with the Troy Drive/Green Avenue project, particularly when MMHI's contractor performs utility work crossing Troy Drive within the right-of-way (approx. STA 124+75.00 to 126+00). That crossing is scheduled to be completed by the end of in the summer of 2026. Ongoing access to the MMHI site must be maintained at all times. Any required disruptions or access limitations must be coordinated directly with MMHI.

The Contractor shall coordinate with the MMHI contractor to ensure proper scheduling and access for the crossing work. The Contractor must also notify the MMHI contractor of the timing of any sanitary sewer work at the crossing location.

For questions related to the MMHI utility project, contact:

Seth Markgraf
Construction Representative
Mendota Mental Health Center/ Central Wisconsin Center
Email: Seth.Markgraf@dhs.wisconsin.gov
Phone: (608) 301-1071

SECTION 107.2(a) PUBLIC LANE SURVEY MONUMENTS

The Contractor shall reset the existing monument – brass cap at the intersection of Troy Drive and Harper Road, contact the Dane County Surveyor, Dan Frick, 608-266-4252, Frick.daniel@danecounty.gov to coordinate.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Construction Engineer, the Contractor shall dust proof the

construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

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

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

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

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.

Once the project begins, Troy Drive and Green Avenue will be closed to through traffic, including Madison Metro buses, until the binder layer of asphalt has been placed. During this closure, Madison Metro buses traveling westbound/northbound along Troy Drive and Green Avenue will be rerouted via School Road, Northport Drive, Knutson Drive, Green Avenue, and Westport Road, then return eastbound on Knutson Drive toward Northport Drive.

The Contractor shall install a temporary bus stop pad at the northeast corner of the Troy Drive and School Road intersection. This work will be paid under the appropriate bid item.

If, at the time the binder surface is in place, the final asphalt surface has not been installed due to the MMHI project, Troy Drive and Green Avenue shall be reopened to through traffic and Madison Metro service.

During placement of final surface of asphalt, the Contractor shall maintain two-way traffic on Troy Drive and Green Avenue.

Access to all driveways will be maintained at all times throughout the project.

Portable Changeable Message Boards (PCMS):

- Pre-Warn PCMS on Green Avenue (north of Knutson Drive)
- Pre-Warn PCMS on Troy Drive (just west of Goodland Drive)

- Pre-Warn PCMS on Knutson Drive (just west of Westport Road)
- During Construction on Troy Drive (just west of Goodland Drive)
- During Construction on Green Avenue (north of Knutson Drive)
- During Construction on Knutson Drive (just west of Westport Road)
- During Construction on Northport Drive (near Knutson Drive left turn lane)

Temporary Bus Stops and no parking:

Contractor shall be required to post NO PARKING signage for the start date of the 15-day closure (running at least fifteen days, plus any added delay days appropriate), per the list below:

- West side of Marcy Road, Troy Drive to Hintze Road
- East side of March, adjacent 3609 parcel
- North side of Hintze, Marcy Road to Lerdahl Road
- South side of Hintze, adjacent 729 & 733 parcels
- South side of Hintze, adjacent 601 & 609 parcels
- Both sides of Lerdahl, Hintze Road to Luster Avenue
- North side of Luster Avenue, Lerdahl Road to Harper Road
- South side of Luster Avenue, adjacent 529 parcel
- South side of Luster Avenue, adjacent 3525 parcel
- East side of Harper Road, Luster Avenue to 3617 parcel

Temporary bus stops shall be placed westbound on north side of Hintze Road east of Lerdahl Road for the 15-day closure period. General concept shall be barrels/traffic control placed 8 feet off north curb line, beginning taper off 606 parcel driveway and continuing through 602 parcel and tapering back to gutter around onto east side of Lerdahl Road north of Hintze Road. Keep two, 12-foot travel lanes at all times on Hintze Road with bus stop traffic control.

For the entire project, alternate accessible passenger bus boarding areas for westbound buses along Troy Drive and Green Avenue shall be maintained at all times.

Contractor shall not fully close two adjacent intersections simultaneously.

The Green Avenue and Sauthoff Avenue intersection shall be open and maintained for the duration of the project.

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

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

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

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area. The Contractor shall backfill along both sides of the newly poured sidewalk immediately following

removal of the sidewalk forms. Construction Engineer shall have the final decision on schedule of all work.

SECTION 107.17 UTILITY COORDINATION

Work in this contract shall 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 (overhead & underground), Charter Communications (overhead), Madison Gas (underground) and Electric (overhead & underground) have facilities within the project limits.

AT&T has both overhead and underground facilities located within the project limits. A conflict has been identified involving a guy wire near the planned bus pad at 4122 Green Avenue. AT&T intends to install a sidewalk down guy wire and anchor before construction. Another potential conflict exists at STA 147+75 LT, where an underground fiber optic facility (approx. 24-inch depth) is located beneath a proposed curb ramp. Construction of the ramp will require lowering the existing sidewalk and modifying the existing curb and gutter, which may impact the fiber optic facility. A ULO may be required to identify a potential conflict and coordination with AT&T may be required to address the conflict and determine if relocation or protection measures are required during construction. Contact Garrett Barth, gb1789@att.com at AT&T a minimum of 1 week to coordinate the work.

Charter Communication has overhead facilities within project limits. Conflicts are not anticipated.

MG&E has overhead electric facilities within the project limits. Conflicts to existing utility poles are not anticipated. MG&E is planning a project to add underground electric facilities within and around the project limits. Underground electric street crossings are planned at approximately STA 125+50, STA 137+75, and STA 148+50, each within a 50-foot range. The underground lines connecting these crossings will run along the east/north side of Green Avenue and Troy Drive, outside the public right-of-way, within a dedicated easement. MG&E plans to continue the underground electric facility east of STA 148+50 to Marcy Road under the existing sidewalk. A new switchgear is planned at approximately STA 147+65 behind the sidewalk within a 5-foot range. All this work by MG&E is planned ahead of construction. Contact Mark Bohm, MBohm@mge.com at MG&E for an update on their work.

MG&E has gas main facilities within the project limits. Conflicts are not anticipated.

SECTION 107.18 TEMPORARY CROSSWALK ACCESS (UNDISTRIBUTED)

Temporary Crosswalk Access shall be used to maintain pedestrian access for the intersection of Troy Drive and Lerdahl Road and Troy Drive and Harper Road. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

SECTION 107.19 PROJECT INFORMATION SIGN

Supplement standard spec 107.19 as follows:

The signs shall be attached to Type III barricades and placed at either end of the project for the duration of the project. The signs shall be located at the intersection of Troy Drive and Karstens Drive and Green Avenue and Sauthoff Road. See plans for sign detail.

The project information sign shall be measured by Each 2.5 feet x 4 feet sign, acceptably installed.

BID ITEM 10770 – MAINTAIN RESIDENTIAL DRIVEWAY ACCESS

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

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER (UNDISTRIBUTED)

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

BID ITEM 10802 – ROOT CUTTING – SIDEWALK (UNDISTRIBUTED)

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

SECTION 108.2 PERMITS

The City of Madison has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit. The City of Madison has obtained a City of Madison Erosion Control Permit. The City of Madison will submit a DNR Sanitary Sewer Submittal. Sanitary work must not begin until the DNR issues the Sanitary Sewer Permit.

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

The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

All work except the entire street surface paving and pavement marking under this contract shall be completed within **EIGHTY-FIVE (85) CALENDAR DAYS or by July 2, 2026, whichever is sooner.**

Surface paving and pavement marking for the entire street under this contract shall be completed by **September 30, 2026** to accommodate MMHI's project completion within the right-of-way.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. If the Contractor wishes to start work prior to this date, the Contractor

shall notify the City Engineer in writing a minimum of three (3) weeks in advance of the preferred start date to determine if it is acceptable.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all required work by July 2, 2026 shall be \$1,000 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all required work by September 30, 2026 shall be \$1,000 per calendar day.

BID ITEM 20219 – BREAKER RUN

It is assumed that 25% of Troy Drive/Green Avenue (Haper Road to Sauthoff Road) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) or Geosynthetic Reinforcement Fabric in the undercut areas as directed by the Construction Engineer, paid under the appropriate bid item.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 20402 – CLEARING

BID ITEM 20407 – GRUBBING

These bid items are to be used for Clearing and Grubbing trees as shown on the plans. All work for clearing and grubbing shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees and shrubs under 3 inches.

Clear and grub shrubs and trees less than 3-inches in diameter within slope intercept as needed from approximately STA 120+50 to STA 122+00 RT as needed to install the sanitary sewer under the sidewalk. Do not remove trees over 3-inches without coordination with City Forestry.

BID ITEM 21018 – SILT SOCK (8 INCH) – PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED)

An additional 100 feet of eight inch (8”) silt sock was included in this proposal for use as directed by the field engineer.

BID ITEM 21019 – SILT SOCK (8 INCH) – REMOVE & RESTORE (UNDISTRIBUTED)

An additional 100 feet of eight inch (8”) silt sock was included in this proposal for use as directed by the field engineer.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 30208 – HAND FORM CONCRETE CURB & GUTTER (UNDISTRIBUTED)

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

BID ITEM 40301 – FULL WIDTH GRINDING

2-inches of full width grinding for the entire street width shall be completed along Troy Drive from Lerdahl Road to Harper Road. The placement of HMA pavement shall be paid separately.

BID ITEM 40311 – PULVERIZE AND SHAPE

Pulverize and shape shall be used along Troy Drive/Green Avenue between Harper Road to Sauthoff Road. The removal of material shall be considered incidental to this bid item.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 3121 feet new 15" PVC SDR-35/26, 153 feet of new 6"-8" sanitary lateral. 4012 Green Ave. is requesting a new 8" diameter lateral be installed for future use. This lateral will attach to structure SAS#8 and include installation of pipe to ten (10) feet passed property line with a signed right of entry. This new lateral will be paid under BID ITEM 50301 (8 INCH PVC SEWER PIPE (SDR 35)).

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

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

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

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

STORM SEWER GENERAL

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 and associated revisions are completed and approval of the shop drawings by the design engineer has been received.

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patch shall be installed over the sanitary sewer trench along Troy Drive from STA 137+80.96 to STA 151+35.04 within the resurfacing area. Patch limits are approximate and shown to determine patch type rather than width limits. Trench patches shall be performed in accordance with SDD 5.2.4 and the City Standard Specs. Any additional trench patch width outside of what is shown on plans shall be incidental to the trench patch bid items.

The Contractor shall complete the trench patch once the section of sanitary main and structures installation is completed between STA 137+80.96 to STA 147+60.00 and STA 147+60.00 to STA 151+35.04. This work will require 2 mobilizations, incidental to the trench patch bid item.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 503.3(c), each sanitary and storm lateral shall have a minimum of two (2) electronic

markers with the City providing the Contractor with the required number of electronic markers, one at the wye and one at the edge of right of way. All bends or change in horizontal alignment of laterals shall have a marker ball placed above it. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main. For storm laterals, which only include the installation of the structure at the junction with the main, no marker ball shall be placed. For storm laterals, which include pipe installation, a marker ball shall be placed above the connection point and/or edge of right of way.

BID ITEM 50503 – ADJUST INLET

ADJUST INLET shall include replacement of any/all damaged castings incidental to the bid item.

BID ITEM 50801 – UTILITY LINE OPENING (ULO) (UNDISTRIBUTED)

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. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

ULO-1 was completed under a separate contract. No compensation for ULO-1 is included in this contract.

Four (4) undistributed ULOs are included in this contract to be used at the discretion of the construction engineer.

BID ITEM 90001 – TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – DRIVEWAYS AND CURB RAMPS

DESCRIPTION

This bid item shall be used if the Contractor completes installation of the lower layer of asphalt pavement for roadways but does not complete installation of the upper layer of asphalt pavement.

Work under this item shall include all labor, materials, and incidentals necessary to install, maintain, remove, and dispose temporary asphalt pavement for the purpose of protecting and creating a smooth and traversable transition (wedging) between the lower layer of asphalt pavement for roadways and the exposed edges of existing adjacent driveway openings, curb ramps, butt joints, or where directed by the Engineer.

Installation shall be completed per Section 402.2 of the Standard Specifications and shall consist of cleaning and tacking the entire surface area to be wedged and placing hot mix asphalt mixture compacted to a depth within one-quarter (1/4) inch of the top of exposed edge and to a minimum width of one (1) foot for each one-half (1/2) inch of adjusted vertical height, or as directed by the Engineer.

Removal shall consist of wedge cut grinding the entire width of temporary asphalt pavement surface installed over the lower layer of asphalt pavement per section 403.2 of the Standard Specifications. The edge of gutter end of the finished wedge cut shall match the depth of the

proposed upper layer of asphalt pavement with a minimum two (2) inches below the edge of existing concrete gutter. The center-line of-street edge of the wedge cut shall be cut a maximum of one-eighth (1/8) inch. The Contractor shall take all necessary precautions to only remove the temporary layer of asphalt pavement. The Contractor shall be responsible for replacing any areas of the lower layer of asphalt pavement that do not meet the minimum depth requirements as shown on the plans at the Contractor's expense.

METHOD OF MEASUREMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL - DRIVEWAYS AND CURB RAMPS shall be measured by linear foot, acceptably completed.

BASIS OF PAYMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL - DRIVEWAYS AND CURB RAMPS, as measured above, will be paid at the contract unit price which is full compensation set forth in the description.

BID ITEM 90002 – TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – ACCESS STRUCTURES

DESCRIPTION

This bid item shall be used if the Contractor completes installation of the lower layer of asphalt pavement for roadways but does not complete installation of the upper layer of asphalt pavement prior to shutting down for the winter season.

Work under this item shall include all labor, materials, and incidentals necessary to install, maintain, remove, and dispose temporary asphalt pavement for the purpose of protecting and creating a smooth and traversable transition (wedging) between the lower layer of asphalt pavement for roadways and the exposed edges of existing adjacent structure castings, or where directed by the Engineer.

Installation shall be completed per Section 402.2 of the Standard Specifications and shall consist of cleaning and tacking the entire surface area to be wedged and placing hot mix asphalt mixture compacted to a depth within one-quarter (1/4) inch of the top of exposed edge and to a minimum width of one (1) foot for each one-half (1/2) inch of adjusted vertical height, or as directed by the Engineer.

Removal shall consist of wedge cut grinding the entire width of temporary asphalt pavement surface installed over the lower layer of asphalt pavement per section 403.2 of the Standard Specifications. The edge of gutter end of the finished wedge cut shall match the depth of the proposed upper layer of asphalt pavement with a minimum two (2) inches below the edge of existing concrete gutter. The center-line of-street edge of the wedge cut shall be cut a maximum of one-eighth (1/8) inch. The Contractor shall take all necessary precautions to only remove the temporary layer of asphalt pavement. The Contractor shall be responsible for replacing any areas of the lower layer of asphalt pavement that do not meet the minimum depth requirements as shown on the plans at the Contractor's expense.

The Contractor may choose to remove the entire existing asphalt pavement around structure castings where grinding is not completed and replace it with an asphalt mixture placed and compacted in maximum three (3) inch lifts. The Contractor shall vertically cut the limits of area to be patched, mechanically compact the existing base course and tack the bottom and vertical edges before backfilling. All costs for the alternate to grinding around castings shall be considered incidental to this item.

METHOD OF MEASUREMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – ACCESS STRUCTURES shall be measured by the square yard, acceptably completed.

BASIS OF PAYMENT

TEMPORARY ASPHALT PAVEMENT WEDGING AND REMOVAL – ACCESS STRUCTURES, as measured above, will be paid at the contract unit price which is full compensation set forth in the description.

BID ITEM 90003 – TEMPORARY BUS STOP PAD

DESCRIPTION

This special provision describes furnishing, maintaining, and removing temporary pavement for Temporary Bus Stop Pad.

The contractor shall install a temporary bus stop pad on westbound Troy Drive east of School Road. The center of the temporary bus stop pad shall be placed at least 57 feet east of School Road from the east crosswalk line, between the traffic sign and driveway upon (frontage of 3701 School Road). The temporary bus pad shall be 3" concrete over 2" crushed aggregate base course gradation no. 2, cold patch is not acceptable. The dimensions of the temporary bus stop pads shall be 10' by the width of the terrace (front of sidewalk to back of curb).

This item also includes the removal of the Temporary Bus Stop Pad once a switch in traffic control phasing no longer requires use of temporary pads, and when it is not expected to require use in any future traffic control phasing. Once the Temporary Bus Stop Pad is removed, the terrace shall be restored with topsoil, seed and erosion matting. Terrace restoration is included with this item.

CONSTRUCTION

Construct temporary bus stop pads 10 feet long by the width of the terrace that meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADDAG).

Temporary bus stop signs and poles will be furnished and installed by City of Madison Metro.

METHOD OF MEASUREMENT

Temporary Bus Stop Pad shall be measured as Each acceptably installed, maintained, and removed in a single location.

BASIS OF PAYMENT

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

BID ITEM 90030 – FORCE MAIN CONNECT

DESCRIPTION

Work under this item shall include locating the existing 10" cast iron force main, owned and operated by the City of Madison, as it enters the right of way from the easement recorded in DOC 3654205. The Contractor shall cut the existing sanitary force main and connect the force main to SAS #20 with any fittings required, as called out in the plan set. The elevation in which the force main is to connect to SAS#20 was determined by ULO-1, however, an addition Sanitary Tap (BID ITEM# 50791) is included in the proposal for making the connection. Any and all pipe & fittings required to install the FORCE MAIN CONNECT shall be incidental to this bid item. All pipe and fittings used in installation of FORCE MAIN CONNECT shall conform to AWWA C9000 DR18 or equivalent (AWWA C905 fittings).

METHOD OF MEASUREMENT

FORCE MAIN CONNECT shall be measured by lump sum.

BASIS OF PAYMENT

FORCE MAIN CONNECT shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

BID ITEM 90031– HEAVY WASTEWATER CONTROL

DESCRIPTION

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

We are anticipating 650 gpm bypass being required based on the existing 15" sewer main running at approximately 30% capacity. It should be noted that the 15" diameter sewer main running west to SAS 4926-002 at Lerdahl Road has 2 City lift stations connected which could result in intermittent flow depending if both lift stations are operating at the same time. The Westport lift station, 42 Knutson Drive, is a 200 gpm lift station and Veith Lift Station, 4100 Veith Ave., is a 400 gpm lift station. The installation of the 15" main and structures from SAS#1 to SAS#3 will require bypass of both force mains. Installation of 15" main and structures from SAS#3 to SAS#9/SAS#20 will require bypass of the Veith Lift Station flows until reaching the Veith 10" diameter force main connection at SAS #20 (STA 127+66.45 RT 29.38), west of Lerdahl Road, is made. After the connection of the Veith lift station, at SAS#20, there will not be flow to bypass for installation of SAS#10 to SAS#14.

If the Contractor would like to implement use of tanker trucks at the lift stations, this may be an option at the Contractor's expense. Contractor will need coordinate with MMSD for access to lift stations (MMSD Contact Erik Rehr, (608)709-1833, erikr@madsewer.org).

METHOD OF MEASUREMENT

HEAVY WASTEWATER CONTROL shall be measured by the Lump Sum.

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.

BID ITEM 90032 – 15 INCH DIAMETER SANITARY SEWER OUTSIDE DROP

DESCRIPTION

Work under this item shall include installation of a 15" diameter sanitary sewer outside drop in conjunction with the installation of sanitary sewer access structures as detailed in the Standard Detail Drawing S.D.D. 5.7.2. All work shall be completed in conformance with Article 507.3(d) of the City of Madison Standard Specifications for Public Works Construction- Latest Edition except the vertical pipe being installed with the drop shall be 15" diameter.

METHOD OF MEASUREMENT

15 INCH SANITARY SEWER OUTSIDE DROP shall be measured by vertical feet measured from the invert of the entry tee to the springline of the outgoing sewer main

BASIS OF PAYMENT

15 INCH SANITARY SEWER OUTSIDE DROP shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

BID ITEM 90033 – MODIFIED – UTILITY TRENCH PATCH TYPE III

Work under this item shall include installation of a UTILITY TRENCH PATCH TYPE III as detailed in the Standard Detail Drawing S.D.D. 5.2.4 with the exception that a 2" asphalt layer be placed above the basecourse rather than matching existing. All work shall be completed in conformance with Article 502.1(f) of the City of Madison Standard Specifications for Public Works Construction- Latest Edition except the asphalt thickness shall be 2" and not match existing thickness. The trench patch shall be installed over the sanitary sewer trench along Green Avenue/Troy Drive from approximately Sauthoff Road to Harper Drive within the pulverize and shape area. Patch limits are approximate and shown to determine patch type rather than width limits.

The Contractor shall complete the MODIFIED – UTILITY TRENCH PATCH TYPE III once the section of sanitary main and structures installation is completed between STA 132+10.00 to STA 137+80.96;

STA 126+00.00 to STA 132+10; and STA 122+00.00 to STA 126+00.00. This work will require 3 mobilizations, incidental to the MODIFIED – UTILITY TRENCH PATCH TYPE III bid item.

METHOD OF MEASUREMENT

MODIFIED – UTILITY TRENCH PATCH TYPE III shall be measured in accordance with 502.2(j) Utility Trench patches. Utility trench patches shall be measured by length in feet, measured along the centerline of the trench as measured at the road surface.

BASIS OF PAYMENT

MODIFIED – UTILITY TRENCH PATCH TYPE III shall be measured as above and paid at the contract unit price which shall be full compensation for all work, materials, and incidentals required to acceptably complete the work as outlined in the description.

SECTION E: BIDDERS ACKNOWLEDGEMENT

TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024) CONTRACT NO. 8801

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of _____ (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____; an individual trading as a partnership consisting of _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)

My Commission Expires _____

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

SECTION F: BEST VALUE CONTRACTING

TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024) CONTRACT NO. 8801

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
 - ☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
 - ☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
 - ☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
 - ☐ First-time Contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a “good faith” effort.
 - ☐ Contractor has been in business less than one year.
 - ☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
 - ☐ An exemption is granted in accordance with a time period of a “Documented Depression” as defined by the State of Wisconsin.
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.
 - ☐ The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

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

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

SECTION G: BID BOND

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

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

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

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

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

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

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

Seal PRINCIPAL

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

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

Date

Agent Signature

Address

City, State and Zip Code

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER 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

Date

SECTION H: AGREEMENT

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

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

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

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

TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024) CONTRACT NO. 8801

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

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

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

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

and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to 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 affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

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

c. Exemptions: This section shall not apply when:

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

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

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

**TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING
(KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024)
CONTRACT NO. 8801**

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

Countersigned:

Company Name

Witness

Date

President

Date

Witness

Date

Secretary

Date

CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Michael Haas, Acting City Clerk

Date

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

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

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

SECTION I: PAYMENT AND PERFORMANCE BOND

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

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

TROY DRIVE/GREEN AVENUE SANITARY SEWER WITH RESURFACING (KNUTSON DRIVE AND GREEN AVENUE ASSESSMENT DISTRICT – 2024) CONTRACT NO. 8801

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

Signed and sealed this _____ day of _____

Countersigned:

Company Name (Principal)

Witness

President

Seal

Secretary

Surety

Seal

☐ Salary Employee

☐ Commission

By _____

Attorney-in-Fact

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

Date

Agent Signature

The foregoing Bond has been approved as to form:

Date

City Attorney