

BID OF _____

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT

CONTRACT NO. 9591

MUNIS NO. 15271

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>

**CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO. 9591**

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This Proposal, and Agreement have
been prepared by:

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



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

JMW: dao

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:	CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO.:	9591
SBE GOAL	16%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	5/15/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/15/2025
BID SUBMISSION (2:00 P.M.)	5/22/2025
BID OPEN (2:30 P.M.)	5/22/2025
PUBLISHED IN WSJ	5/8 & 5/15/2025

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

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

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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.

**CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO. 9591**

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

**CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO. 9591**

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: _____ %.		

**CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO. 9591**

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

CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT CONTRACT NO. 9591

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

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

The length of the project for the work within E. Wilson Street (Capital City Trail) is approximately 1735 linear feet and is located to the south of the commuter path within the 700 to 900 blocks of the Capital City Trail.

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 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, and potentially the need for multiple crews working at one time on this project. It is expected that remobilizations will be required 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.

The existing Traffic Engineering electrical must remain in service throughout the duration of the project. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

Prior to landscaping restoration, the Contractor shall schedule an on-site pre-construction meeting with City Engineering staff, and will require submittal and approval of all soil mix, seeding and erosion matting prior to installation.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways, and asphalt path 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 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.

Coordination with Development at 306 S. Paterson St

The property at 306 S. Paterson St is immediately adjacent to these project limits and is an ongoing development project currently with an anticipated completion date in June 2025. Minor restoration activities may be necessary after substantial completion.

The project contact is Aaron Gundlach, Krupp General Contractors, (608) 260-7003 or agundlach@kruppconstruction.com.

Coordination with Development at 320 S. Brearly St

The property at 320 S. Brearly St is immediately adjacent to the south project limits and is an ongoing development project currently and will still be under construction. The site will access and receive deliveries from S. Brearly St. The private development will coordinate to have a street occupancy permit with the City for S. Brearly St. to Williamson St. Contractor shall coordinate with site contractor to coordinate closures and work activities in the area.

The site owner contact is Jon Powers, Powers Contracting & Development, (608) 514-2857 or jpowers@powerscontracting.com.

The project contractor contact is Jordan McDaniel, Pepper Construction, (608) 893-4509 or jordanmcdaniel@pepperconstruction.com.

County Materials

City Engineering has contracted with County Materials to manufacture and deliver 24-in x 38-in and 43-in x 68-in elliptical storm pipe, and 6-ft x 3-ft and 6-ft x 4-ft box culvert. The pipe will be purchased by City Engineering. The Contractor must coordinate transportation with County Materials and unload delivered materials. The approximate date of initial delivery is July 28, 2025, and shall be no later than August 4, 2025.

The County Materials contact is Zac Bergmann, zac.bergemann@countymaterials.com, (262) 337-6663.

SECTION 107.2**PROTECTION AND RESTORATION OF PROPERTY, PROPERTY MONUMENTS AND PUBLIC LAND SURVEY MONUMENTS**

The Contractor shall use every reasonable precaution to prevent the damage or destruction of corporate, government or private property such as poles, trees, shrubbery, crops and fences adjacent to or interfering with the work; all overhead structures such as wires, cables, etc.; within or outside of the right-of-way; and buildings or structures in close proximity to the construction. The Contractor shall consider, and minimize where reasonable, the impact of vibrations that may occur during all phases of construction upon buildings or structures in close proximity to the construction where a risk of damage or destruction due to nearby construction activity has been identified. The Contractor shall notify the owners of all corporate, government or private property which interferes with the work advising them of the nature of the interference, and shall arrange with them for the disposition of such property. The Contractor shall furnish the Engineer upon request with copies of all such notification and final agreements.

The Contractor shall make every effort to minimize the size of the project area to avoid damage and/or impacts to the Capital City Trail. No access, material storage, or stockpiles will be allowed on the north side of the asphalt path.

The Contractor is responsible for repairing damage to the bike path resulting from the construction under this contract. The City has created a walking video of the path to document the condition of the path prior to construction and this will be compared to the condition of the path post construction to determine the required work to return it to a condition essentially equal to the preconstruction condition. The Contractor is encouraged to take similar steps in documenting the path condition prior to the start of construction.

The Contractor shall coordinate the removal, storage, and replacement of a Little Library, see BID ITEM 90038.

The 800 block of E Wilson St (Capital City Trail), between S Livingston St and S Paterson St, has an existing native prairie garden installation maintained by Friends of Isthmus Path Prairie Garden (IPPG). The Contractor shall minimize storage of stockpiled materials, most critically trench backfill material, for the area south of the proposed storm sewer installation within the 800 block. Construction equipment must be cleaned prior to entering the project area, and tree removal debris, brush, soil excavation, landscaping waste, etc. shall be removed from the area at the earliest opportunity in effort to minimize introducing invasive plant species.

Along with the interest for preserving the area of the IPPG, preservation of trees is a priority for the neighborhood and users of the Capital City Path. The Contractor shall provide plastic construction fence, BID ITEM 21302, placed 10-ft from the trunks of trees that are not marked for removal, this fence shall be installed prior to any significant construction work and after erosion control measures are installed. The Contractor may coordinate necessary tree trimming or additional removals with City Forestry review and approval.

An asphalt path is currently installed behind 720 Williamson St connecting to the Capital City Trail. The Contractor shall remove and replace the path to match the existing location and design.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing, jersey barrier 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.

Capitol City Path may be fully closed with pedestrians and bicyclists detoured to E Main Street. Contractor shall open all sections of the path on weekends and only allow the path to be closed during weekdays only. If S Brearly St street pavement is not accessible, then the Contractor shall install a temporary asphalt path to allow path users to detour toward and from E Main St.

Capitol City Path Blocks to be closed:

S Blount to S Livingston: 27 days
S Livingston to S Paterson: 38 days
S Paterson to S Brearly: 38 days

Blocks may be closed simultaneously. Open path when not working.

Parking shall be removed on one side of East Main Street during the Capitol City Path construction to allow for pedestrian and bicycle traffic.

South Blount Street, South Livingston Street, South Paterson Street and South Brearly Street shall remain open at all times to through and local traffic. Stagger work where necessary to allow for through traffic. A flagger may be used to direct traffic when needed.

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.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, jersey barrier 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.

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

SECTION 107.17 UTILITY COORDINATION

This project shall require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

The Contractor shall be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with all utilities for any structure adjustments, and shall provide a minimum of 1 week notice prior to needing structure adjustments.

Madison Gas & Electric

Extreme caution is to be taken when working around and above MG&E's existing intake and discharge tunnel located under S Livingston St and the existing electric duct located under S Paterson St. One (1) week prior to excavation and exposure of the MG&E tunnel the Contractor shall notify Harry Sutherland at (608) 251-5186 or Matt Colvin at (872) 223-2637 in order to have MG&E personnel on-site during excavation and exposure of the tunnel. Only soft excavation methods shall be used to expose the existing tunnel (based on MG&E's records, the roof of the tunnel is 12" thick concrete). A slurry backfill material or CLSM is to be used to fill any void(s) between the MG&E tunnel and proposed storm sewer.

Relocation or adjustment of electric utilities is anticipated at S Paterson St and S Brearly St. Relocation or adjustment of gas utilities may be necessary near the south terrace of S Brearly St.

Primary contacts for MG&E:

Matt Colvin, matt.colvin@mge.com, (872) 223-2637.

Gas utility contact is John Wichern, jwichern@mge.com, (608) 931-1284

Electric utility contact is Tony Sanfratello, asanfratello@mge.com, (608) 535-7408

AT&T

Proposed storm sewer has been designed to eliminate or minimize conflicts with existing AT&T service installed parallel to the storm sewer. A conflict with existing AT&T manhole at S Brearly St is anticipated. Coordination to resolve the conflict is on-going.

Primary contacts for AT&T:

Garrett Barth, (920) 957-0327, gb1789@att.com

Rick Podolak, (715) 410-0656, rp4514@att.com

Charter Spectrum

Charter owns the 24-ct fiber service installed in the south terrace of S Paterson St. The utility will need to be relocated for installation of the proposed storm sewer.

Primary contacts for Charter Spectrum:

Andy Wietecha, Andy.Wietecha@charter.com

Paul Trepczyk, Paul.Trepczyk@charter.com

Madison Metropolitan Sewerage District

Contact Ray Schneider (608)347-3628, rays@madsewer.org, five (5) days prior to excavating or working near MMSD structures to arrange for inspection during construction. All work near MMSD facilities shall sufficiently stabilize excavated areas and no objects or materials shall be placed on structure roofs.

No utility work involving MMSD sewer is included with plans. Concrete pavement replacement is proposed for path adjacent to MMSD structures.

SECTION 108.2 PERMITS

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

- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)

These permits cover trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction. This includes type II dewatering, which may be needed to construct the proposed sewer utilities on this project.

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

- Wisconsin DNR Type II Dewatering

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

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work as early as **July 28, 2025**. All work under this contract shall be completed by **November 15, 2025**. Once work begins, all work under this contract must be completed within **SEVENTY-FIVE (75) CONSECUTIVE CALENDAR DAYS**.

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. The ability to begin before the stated date depends on the progress of contract routing.

The Contractor is encouraged to mobilize two sewer construction crews simultaneously to reduce the duration of the project schedule. The proposed storm sewer design includes approximately 1005-ft of

elliptical storm pipe and box culvert storm sewer starting approximately 360-ft south of the S Livingston St centerline to the south terrace of S Paterson St. The proposed storm sewer design includes approximately 700-ft of box culvert storm sewer starting at the south terrace of the S Paterson St to the north edge of pavement of S Brearly St.

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON-WOVEN

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer for undercut required for storm sewer construction. Geotextile fabric shall be placed below clear stone.

BID ITEM 20217 – CLEAR STONE

3" clear stone for erosion control best management practices such as trackout control pad, street entrance berm, or stone ditch berm shall be paid as BID ITEM 20217.

It is assumed that storm sewer pipe installation on this project will have to be undercut 1 foot and that material will be wasted. The Contractor shall place 3" Clear Stone conforming to gradation no. 1 as specified in Section 401.1(b) and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item. 3" clear stone installed in undercut areas shall be paid as BID ITEM 20217.

BID ITEM 20335 – ABANDON SEWER PIPE WITH SLURRY

Pipe shall be abandoned by plugging the end(s) of the pipe and shall be compensated for as pipe plug(s) if over 10" in diameter.

Service shall be maintained in existing sewers until the replacement sewers or appropriate bypasses approved by the Engineer have been installed, at such time bulkheads or plugs may be placed.

Where plans call for abandoning existing box culvert (RCBC) in place, the RCBC shall be abandoned by plugging the end(s) of the pipe and backfilling RCBC pipe with slurry.

Where accessible by the Contractor and with approval by the Inspector, sections of the roof and walls of the RCBC may be removed to a depth of two feet or more below the finished grade. The Contractor shall make an effort to drill or punch (3) inch holes through the roof and floor of the RCBC where accessible between trees and vegetation. The void areas left from the RCBC that was abandoned shall be backfilled as specified in plans, or per 203.2(e) in the absence of specific plan notes.

Abandoning pipe with slurry shall require the entire pipe be filled with slurry. Vent holes may be required by the Engineer to verify there are no voids left in the pipe. Sawcutting and removal of the existing pipe at the limits of abandonment shall be included in this item. The slurry shall conform to Type A Slurry Mix as specified in Section 301.9 of these specifications.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 20703 – TEMPORARY SEEDING

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 207.3(b), Regreen, or approved equal, shall be applied within the 800 block of E Wilson St (Capital

City Trail) only. Regreen shall be applied as a cover crop and per the manufacturer specifications. All seed mixes shall be approved by the Project Engineer prior to placement.

BID ITEM 20709 – SHORTGRASS PRAIRIE SEEDING

Where shown on plans, seed mix shall be “Short & Showy Seed Mix” as manufactured by Prairie Moon Nursery, Winona, MN. Seed shall be placed at a rate of 14.16 lbs per acre.

Native seeding shall occur during the Fall Seeding window as described in Section 207.3(a).

Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternative is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

SECTION 210.10(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 workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 21302 – CONSTRUCTION FENCE (PLASTIC)

The Contractor shall install temporary construction fence at locations shown in plans. Fencing shall be placed for tree protection and installed per SDD 2.17 where the tree is not called for removal.

Temporary fence shall be removed immediately after completion of activities within the general area of the fenced location. All temporary fence shall be removed at the completion of restoration and may only remain in place with the approval of the Engineer.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing new 24"x38" and 43"x68" elliptical, 6'x3' and 6'x4' box culvert, 12" and 18" circular pipe, inlets, storm sewer access structures, and catchbasin structures with sumps. Elliptical and box culvert pipes will be procured by the City as noted in Section 105.12.

Existing storm sewer box culvert and pipe are fragile, fracturing, and prone to failure. The Contractor shall take precautions when working around and above the existing storm sewer. In an effort to minimize tree removals, plans call for removing and abandoning sections of the existing storm box culvert in place.

Initial Utility Line Openings (ULO) have been completed in advance of the storm sewer design. ULOs have been completed and show on plans and schedule. There are additional undistributed ULOs, paid under BID ITEM 50801, to be used at the discretion of the City Inspector and Engineer.

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.

Note that factory cores are not permitted for this project. All cores for taps shall be done with a coring machine and connections shall be down with a watertight connection.

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

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

BID ITEM 50390 –SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 504.2 (I), sewer electronic marker balls shall be provided where no access or inlet structures are available on the surface to allow the pipe to be visually located. Storm Sewer Electronic Markers shall meet the specifications of Article 503.3(c) for sanitary sewer. Storm taps will require placement of an electronic marker ball with the City providing the Contractor with the required number of electronic markers.

BID ITEM 50420– INSTALL 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE

BID ITEM 50424 – INSTALL 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE

City Engineering has coordinated the purchase of HERCP storm sewer pipe, pipe gaskets in advance of the project bidding. The Contractor shall be responsible to coordinate delivery with the supplier, unloading materials, and installation of the pipe.

For all proposed HERCP storm sewer pipe work under the items shall include all work, materials, transportation, equipment, and incidentals required to install HERCP in accordance with Article 504.3 – Construction Methods of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

The contractor shall abide by the following guidelines when installing the 43" X 68" HERCP:

- 1) The subgrade for the boxes shall have geotextile filter fabric, paid under BID ITEM 20140, placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes, this includes areas excavated for undercut if required.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is paid under BID ITEM 20217.
- 3) The box culvert shall be backfilled in accord with SDD 5.2.1 & SDD 5.2.2. Provision and placement of backfill is included in the price of this bid item.
- 4) In addition to installing internal joint gaskets supplied with HERCP, external joint sealing bands shall be required to be installed for all pipe joints. Flexible external joint sealing bands shall be Mac Wrap External Joint Collars as manufactured by Mac- Mac Manufacturing Company, Inc., or approved equal in accordance with Article 504.2 – Materials, Joint Performance of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

BID ITEM 50501– INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (6' SPAN X 3' RISE)

BID ITEM 50502 – INSTALL PRECAST REINFORCED CONCRETE BOX CULVERT (6' SPAN X 4' RISE)

City Engineering has coordinated the purchase of RCBC storm sewer pipe in advance of the project bidding. The Contractor shall be responsible to coordinate deliver with the supplier, unload materials, and installation of the pipe.

For all proposed storm box culvert (RCBC), work under the items shall include all work, materials, transportation, equipment, and incidentals required to install RCBC in accordance with Article 505.3 – Construction Methods of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

The contractor shall abide by the following guidelines when installing the box culverts:

- 5) The subgrade for the boxes shall have geotextile filter fabric, paid under BID ITEM 20140, placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes, this includes areas excavated for undercut if required.
- 6) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is paid under BID ITEM 20217.
- 7) The box culvert shall be backfilled in accord with SDD 5.2.1 & SDD 5.2.2. Provision and placement of backfill is included in the price of this bid item.
- 8) The full interior of the joints of the box shall be sealed with cold plastic trowelable sewer joint compound or two (2) appropriately sized mastic “ropes”, commonly products include Pro-Stik, EZ-Stik or approved equal, around the entire joint of the box in accordance with Article 505.3(a)4.a) of the City of Madison Standard Specifications for Public Works Construction Latest Edition. Rubber gaskets may be allowed upon completion of a specification review and approval by the Engineer.
- 9) The exterior joints of the box shall be sealed with a 12” wide butyl exterior joint wrap (common products include EZ-Wrap & ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint. Provision and installation of all joint material is included in this BID ITEM in accordance with Article 505.3(a)4.b) of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

The quantity to be paid for does not include the lengths of construction through sewer access structures, catchbasins, or other structures.

BID ITEM 50792.1 –STORM SEWER TAP

BID ITEM 50792.2 – STORM SEWER TAP (>24”)

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 507.3(d)2., storm sewer taps shall include all work, materials and incidentals required to connect a new pipe of the size and type specified in the contract to an existing structure, existing pipe, or proposed pipe where shown on plans. The pipe being used shall be paid separately under the appropriate item. The new connection shall be made in a workmanship like manner to assure the structural integrity of the tapped structure or pipe once the connection is made. A Storm Sewer Tap/Connection shall be completed in accord with the type of pipe material being connected and the type of material being connected to.

All taps to the RCBC and HERCP pipes shall be made with a coring machine and will require watertight seals. No taps shall be allowed at pipe joints.

For all taps to proposed storm pipe, a sewer electronic marker shall be installed and paid as BID ITEM 50390.

For new connections requiring a tap where the connecting pipe is less than or equal to 24 inches in effective diameter the Storm Sewer Tap shall be measured by each pipe tap installation acceptably completed and paid under Bid Item 50792.1.

For new connections requiring a tap where the connecting pipe is larger than 24 inches in effective diameter the Storm Sewer Tap shall be measured by each pipe tap installation acceptably completed and paid under Bid Item 50792.2.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

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

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

The existing lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night, including temporary street lights provided and maintained by the Contractor. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section (266-4767), to ensure that lighting circuits have been rerouted prior to removing any existing conduits which have lighting circuits passing through.

Unless a streetlight pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

The Contractor will install new streetlight units and wiring as shown on the plan. Contact Gretchen Avilés Piñeiro, gavilespineiro@cityofmadison.com for details on existing circuits within the project limits, existing service locations, streetlight unit material information prior to pick up at TE Shop (1120 Sayle St) and installation.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Ed Smith at 266-9034) twenty-four (24) hours prior to picking up any materials.

ITEM	Quantity
1" x 40" Anchor Bolt for LB-3R Base, Set of 4	1
Streetlight Unit (30' Pole, 6' arm & Cobra Fixture)	1

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit and base construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering Inspector, each (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Nathan Mendez
608.266.4467
nmendez@madisonwater.org

This project consists of water main improvements on South Livingston Street and South Brearly Street near the Capital City Trail path. Once the new systems have passed testing, reconnect the existing water service laterals to the new water mains.

The existing water main infrastructure in this area consists of 10-inch and 8-inch ductile iron from the 2000's. A general outline of the work is as follows:

- Furnish and install new 10-inch, 8-inch, and 6-inch ductile iron water main and fittings as shown on the plans.
- Reconnect existing services as shown on the plans.
- Abandon the existing water main with a series of “cut-in” and “cut-off” points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust valve boxes, hydrants, and curb boxes to appropriate grades.
- Test and flush the new water main.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications for Public Works Construction, 2025 Edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

SECTION 703.8 WATER MAIN SHUTOFFS

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their business needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners, and residents.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

BID ITEM 90000 – TEMPORARY ASPHALT PAVEMENT

DESCRIPTION

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 – STORMWATER CONTROL PLAN & IMPLEMENTATION

DESCRIPTION

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

The Contractor will be required to manage the work area during construction to account for fluctuations in storm sewer flow and water elevations along the Capital City Trail corridor as necessary to protect the Work and Contractor's equipment, material, and personnel, and according to all applicable laws and regulations. The Contractor shall inspect, at a minimum, the area along E Wilson St (Capital City Trail) from S Blount St to S Ingersoll St after rain events to identify and resolve any issues with extended durations of ponded water or storm sewer backups.

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

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

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90031 – 4' X 7' STORM SAS

DESCRIPTION

Work under this item includes construction of a new field-poured 4' X 7' STORM SAS, providing and installing castings as described in sewer schedule, setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 4' X 7' STORM SAS shall be constructed per S.D.D. 5.7.4, but shall not include a sump.

METHOD OF MEASUREMENT

4' X 7' STORM SAS shall be measured for payment as a single unit complete in place.

BASIS OF PAYMENT

4' X 7' STORM SAS shall be paid for according to the unit bid price. The unit price shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90032 – 4' X 7' CATCHBASIN

DESCRIPTION

Work under this item includes construction of a new field-poured 4' X 7' CATCHBASIN, with 3' sump below listed EI, providing and installing two (2) castings as described in sewer schedule, setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. Structures

shall be constructed with a 3-ft sump below the lowest structure invert. The 4' X 7' CATCHBASIN shall be constructed per S.D.D. 5.7.4.

METHOD OF MEASUREMENT

4' X 7' CATCHBASIN shall be measured for payment as a single unit complete in place.

BASIS OF PAYMENT

4' X 7' CATCHBASIN shall be paid for according to the unit bid price. The unit price shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90033 – 5' X 7' CATCHBASIN

DESCRIPTION

Work under this item includes construction of a new field-poured 5' X 7' CATCHBASIN, with 3' sump below listed EI, providing and installing two (2) castings as described in sewer schedule, setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. Structures shall be constructed with a 3-ft sump below the lowest structure invert. The 5' X 7' CATCHBASIN shall be constructed per S.D.D. 5.7.4A.

METHOD OF MEASUREMENT

5' X 7' CATCHBASIN shall be measured for payment as a single unit complete in place.

BASIS OF PAYMENT

5' X 7' CATCHBASIN shall be paid for according to the unit bid price. The unit price shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90034 – 6' X 8' STORM SAS

DESCRIPTION

Work under this item includes construction of a new field-poured 6' X 8' STORM SAS, providing and installing castings as described in sewer schedule, setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 6' X 8' STORM SAS shall be constructed per S.D.D. 5.7.4A, but shall not include a sump.

METHOD OF MEASUREMENT

6' X 8' STORM SAS shall be measured for payment as a single unit complete in place.

BASIS OF PAYMENT

6' X 8' STORM SAS shall be paid for according to the unit bid price. The unit price shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90035 – 6' X 8' CATCHBASIN

DESCRIPTION

Work under this item includes construction of a new field-poured 6' X 8' CATCHBASIN, providing and installing castings as described in sewer schedule, setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. Structures shall be constructed with a 3-ft sump below the lowest structure invert. The 6' X 8' CATCHBASIN shall be constructed per S.D.D. 5.7.4A.

METHOD OF MEASUREMENT

6' X 8' CATCHBASIN shall be measured for payment as a single unit complete in place.

BASIS OF PAYMENT

6' X 8' CATCHBASIN shall be paid for to the unit bid price. The unit price shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes/box.

BID ITEM 90036 – ROTOTILLING

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to rototill the area in the 800 block of E Wilson St (Capital City Trail), to a minimum depth of 6", after excavating 1-ft of existing soils. Excavation and removal of soils shall be paid as Excavation Cut, BID ITEM 20101.

Rototilling shall be completed when soil is moist, but not wet. Soil must not clump together. Clumps, rocks, debris and or other non-granular materials must be removed during this process.

Contractor is responsible to verify location of public and private utilities prior to tilling operations.

After rototilling the area, approximately 1936 square yards, 6 inches of Select Fill Sand (BID ITEM 20228) shall be placed below 6 inches of Engineered Soil (BID ITEM 20224), and finished with Shortgrass Prairie Seeding (BID ITEM 20709) and Temporary Seeding (BID ITEM 20703). No matting or mulch shall be installed over the seeded area.

METHOD OF MEASUREMENT

ROTOTILLING shall be measured as a lump sum for all work completed and accepted in the field.

BASIS OF PAYMENT

ROTOTILLING, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete the replacement as outlined in the description.

BID ITEM 90037– REMOVE RCBC & HERCP STORM PIPE

DESCRIPTION

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90038 – REMOVE, STORE, AND REPLACE LITTLE LIBRARY

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to remove, store, and replace the Little Library located near the north terrace of S Paterson St. The location shall be provided by the Contractor.

The City will store any items located in the Little Library until the Little Library can be reinstalled. The Contractor shall use care to not mark or break the Little Library or damage the contents.

METHOD OF MEASUREMENT

REMOVE, STORE, AND REPLACE LITTLE LIBRARY shall be measured as a lump sum.

BASIS OF PAYMENT

REMOVE, STORE, AND REPLACE LITTLE LIBRARY, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete the replacement as outlined in the description.

BID ITEM 90070 – RELOCATE AND REPLACE EXISTING HYDRANT

DESCRIPTION

This work shall consist of relocating two existing fire hydrants as shown in the plans and replacing them with new hydrants. Remove the existing hydrants, furnish and install new hydrants, and connect them to the water system per Madison Water Utility standards. This work also includes the abandonment of the existing water valve boxes associated with the relocated hydrants.

MATERIALS AND METHODS

- New hydrants shall conform to City of Madison standard specifications.
- Coordinate water service shutdowns with Madison Water Utility.
- All fittings, pipes, appurtenances, and work on the existing water mains required to complete the relocation are incidental to this item as shown on the plans.

MEASUREMENT AND PAYMENT

This item will be measured as each hydrant relocated and replaced, complete in place and accepted. Payment will be made at the contract unit price per EACH.

BID ITEM 90071 – 10-IN WATER MAIN OFFSET

DESCRIPTION

This work includes furnishing and installing a 10-inch water main offset to avoid conflict with an existing structure along the Capital City Trail. The offset shall include all pipes, bends, styrofoam insulation and fittings necessary to complete the deviation from the original alignment, as shown on the plans. This work also includes reconnecting the existing 1-inch copper service to the existing 10x6-inch tee.

MATERIALS AND METHODS

- Pipe and fittings shall match existing material and pressure class.
- All work shall comply with Madison Water Utility installation standards.
- Trench excavation, backfill, and restoration is incidental to this item.

MEASUREMENT AND PAYMENT

This item will be measured as one complete offset, including the 1-inch service reconnection, installed, tested, and accepted. Payment will be made at the contract unit price per EACH.

SECTION E: BIDDERS ACKNOWLEDGEMENT

CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT CONTRACT NO. 9591

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 _____ a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)

My Commission Expires _____

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

SECTION F: BEST VALUE CONTRACTING
CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO. 9591

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:

CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT CONTRACT NO. 9591

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 <div>City of Madison, Wisconsin</div>

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:

CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT CONTRACT NO. 9591

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.

**CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT
CONTRACT NO. 9591**

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:

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:

CAPITAL CITY TRAIL BOX CULVERT REPLACEMENT CONTRACT NO. 9591

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