

\$185,900.00

BID OF ARCH SOLAR C&I, INC.

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SOLAR PV - WATER UTILITY OLIN AVE

CONTRACT NO. 9617

MUNIS NO. 15527

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON **MAY 6, 2025**

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO. 9617**

INDEX

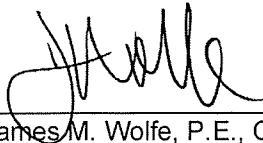
SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS	A-1
SECTION B: PROPOSAL SECTION	B-1
SECTION C: SMALL BUSINESS ENTERPRISE	C-1
SECTION D: SPECIAL PROVISIONS	D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENT	E-1
SECTION F: BEST VALUE CONTRACTING	F-1
SECTION G: BID BOND	G-1
SECTION H: AGREEMENT	H-1
SECTION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

ATTACHMENTS:

- EXHIBIT A – SITE PLAN AND PROPOSED ARRAY LOCATIONS
- EXHIBIT B – EXISTING BUILDING STRUCTURAL AND ELECTRICAL PLANS
- EXHIBIT C – EXISTING ROOF WARRANTIES
- EXHIBIT D – EXISTING OFFICE ARRAY SUBMITTAL
- EXHIBIT E – PROJECT SPECIFICATIONS

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: WHM

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:	SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO.:	9617
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	THURSDAY FEBRUARY 20, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY FEBRUARY 20, 2025
BID SUBMISSION (2:00 P.M.)	THURSDAY FEBRUARY 27, 2025
BID OPEN (2:30 P.M.)	THURSDAY FEBRUARY 27, 2025
PUBLISHED IN WSJ	JANUARY 30, FEBRUARY 6, 13, & 20, 2025

PRE-BID WALK THROUGH: One pre-bid conference will be conducted for the purpose of a pre-bid walk through and all bidding contractors are encourage to attend.

The meeting will be held on 2/12/2025 at 10:00 A.M. At the Madison Water Utility Office located at 119 E. Olin Avenue. City Staff will be on hand to conduct the building walk through, discuss the plans, specifications, and expectations of the contract.

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.

QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR ALTERNATES: If needed, the City of Madison shall publish an addendum or addenda to respond to any questions, clarifications, or requests for substitutes.

Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. All responses will be held and published by the City of Madison in the form of a bidding addendum.

Requests for alternates or substitutions shall be done according to Specification 01 25 00 and other specifications as necessary. Submit all materials to the City Project Manager via email. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.

Inquiries received less than 1 week before bid due date may not be answered.

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will

be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS
SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO. 9617

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.

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, March 27, 2025**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, March 26, 2025**.

The bidder must completely fill in the base bid. The City shall have the right to reject all bids regardless of the value of the bids submitted.

ARTICLE 104 SCOPE OF WORK

This contract is for the installation of solar photovoltaic systems at the Madison Water Utility Office located at 119 E Olin Avenue and the Madison Water Utility Vehicle Storage building 1408 Quann-Olin Parkway. The scope of work includes installation new arrays totaling 74 kW across the two buildings and the reinstallation of a 9.84 kW array on the office building.

The scope of work includes the furnishing of all labor, materials, equipment, tools, and other services necessary to complete the work in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

Scope for Office Photovoltaic System (119 E Olin Ave):

The scope of work for this building includes the reinstallation of a 9.84 kW DC array using existing equipment supplied by the City and the installation of a new 40 kW DC array. The building has a new GAF shingle roof, and all work must maintain the roof's existing Warranty. All alterations to the roof for this project shall be performed by a certified contractor.

As part of the new roof install in 2024 the existing 9.84 kW DC array was removed and the existing equipment (modules and racking) were stored on site. The existing roof attachments were replaced with new Unirac FlashKit Pro SBs. The scope of this contract includes reinstalling the equipment as well as any necessary upgrades to meet current codes. The AC portion of the system was not affected by the array removal and the existing inverters (2 SMA SB5000US 5000s) are still in good condition. Data sheets and other details from the original install in 2009 are included in Exhibit D.

The new 40 kW array shall be installed on the remaining south and east roof sections. Contractor shall be responsible for providing the structural plans and calculations necessary to satisfy building permit requirements.

The building has 1600 A 208 V 3 ph main distribution panel. The existing 9.84 kW DC array was installed in 2009 with 2 SMA SB5000US inverters. The existing array was originally part of MGE's Clean Power Partner's program. The array has its own meter with a line side utility interconnection. The Clean Power

Partner program has ended and MGE has requested that the system be interconnected on the load side. The output circuits from the existing 2009 inverters shall be combined with the new inverter output circuits in this project to consolidate to one point of interconnection on the main distribution panel.

The new interconnection shall meet all code (NEC) and utility (Madison Gas & Electric) requirements. New inverters and/or combiner panel shall be located in the second floor mechanical room, Room 226 on plan set. If there is not enough wall space for the new equipment the City of Madison shall relocate existing items. The new utility disconnect shall be located on the exterior wall of the first floor electrical room, Room 149 on plan set, on the west side of the building.

Scope for Vehicle Storage Building Photovoltaic System (1408 Quann-Olin Pkwy):

The DC size of the new array shall be at least 34 kW. The roof is a Firestone metal standing seam roof and all work must maintain the roof's existing Firestone Warranty. All alterations to the roof for this project shall be performed by a certified contractor.

The new array shall be installed on the remaining south and east roof sections. Contractor shall be responsible for providing the structural plans and calculations necessary to satisfy building permit requirements.

The building has 800 A 208 V 3 ph main distribution panel. There is an existing 9.84 kW array that was installed in 2009 with 2 SMA SB5000US inverters. The existing array was originally part of MGE's Clean Power Partner's program. The array has its own meter with a line side utility interconnection. The Clean Power Partner program has ended and MGE has requested that the system be interconnected on the load side. The output circuits from the existing 2009 inverters shall be combined with the new inverter output circuits in this project to consolidate to one point of interconnection on the main distribution panel.

The new interconnection shall meet all code (NEC) and utility (Madison Gas & Electric) requirements. New inverters and/or combiner panel shall be located in the vehicle storage garage, Room V100 on plan set. If there is not enough wall space for the new equipment the City of Madison shall relocate existing items. The new utility disconnect shall be located on the exterior wall of the electrical room, Room V105, at the northwest corner of the building.

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).

SECTION 104.1 LANDS FOR WORK

General outlines for the Lands for Work for this contract are represented in Exhibit A of the drawings and generally include the Madison Water Utility Office located at 119 E Olin Avenue and the Madison Water Utility Vehicle Storage building 1408 Quann-Olin Parkway. Areas have been identified in the drawings for vehicles, materials storage, and/or dumpster. All use of City Lands for Work shall be reviewed and approved by the City's Project Manager.

No tobacco product use is allowed on the lands for work

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complementary to each other and consist of all of the following:

- The City Standard Specification, 2025 Edition
 - These Special Provisions including all plans and specifications as noted by the exhibits list below
 - All Addendums to the bidding documents
- EXHIBITS FOR BIDDING PURPOSES:
EXHIBIT A – SITE PLAN AND PROPOSED ARRAY LOCATION

EXHIBIT B – EXISTING BUILDING ELECTRICAL PLANS
EXHIBIT C – EXISTING ROOF WARRANTIES
EXHIBIT D – EXISTING OFFICE ARRAY SUBMITTAL
EXHIBIT E – PROJECT SPECIFICATIONS

SECTION 105.6: CONTRACTORS RESPONSIBILITY FOR WORK

The Contractor shall not take advantage of any discrepancy in the plans or specifications. This shall include but not be limited to apparent errors, omissions, and interpretations involving codes, regulations, and standards.

Any Contractor who identifies such a discrepancy during the bidding process shall notify the City Project Manager of the discrepancy prior to the "Questions and Clarifications Deadline" as noted in Section A of the bid documents.

SECTION 105.7: CONTRACT DOCUMENTS

The General Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

SECTION 105.12: COOPERATION BY THE CONTRACTOR

The Contractor shall be responsible for all temporary facilities including heat, toilet facilities, etc. as necessary for this contract temporary facilities shall include any fuel or service require to operate or maintain the temporary facility.

The site location shall remain fully operation to City of Madison staff, work crews, and local residents utilizing the site.

All excessive noisy activities will need to be coordinated and scheduled with the CPM for City of Madison Engineering. Madison General Ordinance 24.08 does not allow the use of any equipment used in construction between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday and Sunday 10:00 AM to 7:00 P.M. in such a manner as to unreasonable interfere with the peace, comfort and quality of life of the neighboring persons of ordinary sensibilities. Loud volumes from radios/electronic devices shall not be allowed at any time.

Construction operations shall be limited to the hours between 7:30 A.M. and 6:00 P.M Mondays through Fridays, except for holidays. A request must be made to the owner forty-eight hours in advance for approval of work days or hours other than those stated above.

The Contractor shall review all other specifications within the construction documents for other requirements and coordination of work associated with this contract.

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about April 7th, 2025.

The Contractor shall have reached a level of Construction Closeout **NO LATER THAN December 31, 2025.**

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages for failure to complete all work within the Contract Time, shall be calculated in accordance with Article 109 of Standard Specifications, per working day.



Department of Public Works

Engineering Division

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

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

Assistant City Engineer

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

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

Janet Schmidt, P.E.

Principal Engineer 1

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

Financial Manager

Steven B. Danner-Rivers

February 18, 2025

ADDENDUM NO. 01

CONTRACT NO. 9617

SOLAR PV – WATER UTILITY OLIN AVE

This addendum is issued to modify, explain, or correct the original Drawings, Specifications or Contract Documents marked as *Solar PV – Water Utility Olin Ave, Contract #9617, as issued on January 30, 2025* and is hereby made a part of the contract documents.

EXHIBIT E – PROJECT SPECIFICATIONS

- 1) Section 23 31 00 – Photovoltaic System Performance Requirements
 - a) Revise Section 1.5 Coordination

CONTRACTOR QUESTIONS

- 1) Question: Does equipment need to meet domestic content requirements?
Answer: There are not domestic content requirements for this project.
- 2) Question: Are there one-line diagrams for the existing photovoltaic systems?
Answer: No, we do not have the one lines from the original installation in 2009. To the best of our knowledge each system has two 5 kW SMA inverters with each inverter having two strings of 12 modules.
- 3) Question: For the office building (119 E Olin Ave) are there any existing empty conduits between the office 2nd floor mechanical room (room 226) and the 1st floor electrical room (room 149)?
Answer: There are no existing empty conduits between the mechanical room and electrical room. There is an open 2" pass south from the electrical room (room 149) to the meter shop (room 147).
- 4) Question: Is it acceptable to install conduits on the exterior of buildings up to the roofs?
Answer: Conduit installation on the exterior of the building is not acceptable. If a conduit route through the roof and building is not possible, exterior options can be discussed further.
- 5) Question: Is the contractor responsible for demo of the utility disconnects and export meters for the existing PV systems?
Answer: Yes, demo of the existing equipment shall be the contractor's responsibility.
- 6) Question: Who is responsible for potential transformer upgrade, interconnection engineering review, and interconnection distribution system study fees from the utility?
Answer: The City shall pay for any transformer upgrade, interconnection engineering review, and interconnection distribution fees. Section 1.5 of 26 31 00 (Photovoltaic System Performance Requirements) has been updated for clarity.

OTHER

- 1) Pictures of Main Distribution Panel for 1408 Quann-Olin Parkway are attached because the panel was not accessible during the walkthrough.

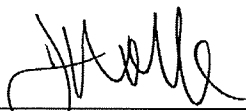
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

For questions regarding this bid, contact:

William McMahon
City of Madison Engineering
Phone: 608-261-9654
Fax: 608-264-9275
Email: wcmcmahon@cityofmadison.com



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

SECTION 26 31 00
PHOTOVOLTAIC SYSTEM PERFORMANCE REQUIREMENTS

PART 1 - GENERAL	1
1.1 DESCRIPTION	1
1.2 DEFINITIONS	1
1.3 SUBMITTALS	1
1.4 QUALITY ASSURANCE	2
1.5 COORDINATION	2
1.6 WARRANTY	2
PART 2 - PRODUCTS	3
2.1 SOLAR MODULES	3
2.2 INVERTERS	3
2.3 PV WIRING	4
2.4 RACKING & ROOF ATTACHMENT & ROOF PENETRATIONS	4
2.5 INTERNET BASED MONITORING	4
PART 3 - EXECUTION	4
3.1 EXAMINATION	4
3.2 ARRAY REQUIREMENTS	4
3.3 ARRAY REQUIREMENTS	5
3.4 ELECTRICAL INSTALLATION	5
3.5 IDENTIFICATION	5
3.6 FIELD QUALITY CONTROL	5
3.7 DEMONSTRATION	6

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section includes general performance requirements that apply to installing a solar electric (PV) system for this project
- B. Contractor is the Designer of Record for this system. Contractor is required to provide a Structural PE (Professional Engineer) Stamp for the structural design.
- C. The structural stamp is to be provided from experienced PV designer with at least 5 similar completed projects.
- D. Contractor shall select number of inverters and perform string sizing. Product specifications included in this section are the Basis for Design. Any substitutions requests shall follow procedures outlined in section 01 25 13.
- E. Related Work and Requirements:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- F. Incentive Paperwork:
 - 1. Contractor to provide support with Owner's applications for Focus on Energy and Federal Solar Tax Credit incentives.

1.2 DEFINITIONS

- A. MPPT: Maximum power point tracking.
- B. STC: Standard test conditions, 1000 W/m², 1.5 air mass, and 25°C cell temperature.
- C. NABCEP: North American Board of Certified Energy Practitioners
- D. PTC: PV USA Test Conditions, 1000 W/m², 1.5 air mass, 20°C air temperature, and 1 meter/sec. wind speed.
- E. Voc: Open circuit voltage
- F. Isc: Short circuit current.

1.3 SUBMITTALS

- A. Product Data: For each type of component indicated below. Include rated capacities, operating characteristics, and furnished specialties and accessories. All product data submittals shall be submitted for review by Owner prior to purchasing any materials or equipment.
 - 1. Solar modules
 - 2. Grid tied inverters and any associated module level power electronics, including efficiency data.
 - 3. Racking system, including rail, clamps, brackets, and/or roof attachments.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection. All shop drawings shall be submitted for review by Owner prior to purchasing any materials or equipment.

1. Dimensioned AutoCAD plan drawings of equipment including solar module array, inverters, disconnects, metering, and electrical conduit routing.
 2. Provide AutoCAD drafted one-line wiring diagram of solar PV system indicating ratings of all modules and inverters, wire and conduit types and sizes, and disconnects.
 - C. Design Calculations
 1. The following design calculations shall be performed by Contractor and submitted for review by Owner prior to purchasing any materials or equipment.
 - a. Electrical calculations, including string sizing, inverter selection, and voltage losses.
 - b. Structural calculations, including rail spans, wind and snow loading, required ballast weights, and roof strength calculations.
 - D. Permitting and Agreements
 1. The following permits and agreements shall be prepared by Contractor on behalf of the Owner. All approved permits and agreements shall be submitted for review by Owner prior to purchasing any materials or equipment.
 - a. Utility interconnection application and agreement
 - b. Building permit
 - c. Electrical permit
 - E. As built drawings:
 1. Dimensioned AutoCAD plan drawings of equipment including solar module array, inverters, disconnects, metering, and electrical routing.
 2. Provide AutoCAD drafted one-line diagram of solar PV system indicating ratings of all modules and inverters, wire and conduit types and sizes, and disconnects.
 3. Provide plan drawings showing locations and serial numbers of inverters and module level power electronics with monitoring capabilities.
 - F. Field quality-control test reports.
 1. Include voltages and power output for each string. Measure and record solar intensity during testing. Include time, date, and weather conditions of test.
 - H. Warranty: Copies of all manufacturer's and installer's warranties.
- 1.4 QUALITY ASSURANCE**
- A. Installer Qualifications:
 1. Experience: Installer with documented experience on the design and construction of at least 5 similarly sized PV Systems.
 2. Installer must have PV Installer certification through NABCEP or applying for certification.
 3. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.
 - C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - D. Comply with NFPA 70 and all applicable state and local codes
- 1.5 COORDINATION**
- A. Permitting and Agreements
 1. The following permits and agreements shall be prepared by Contractor on behalf of the Owner. All approved permits and agreements shall be submitted for review by Owner prior to purchasing any materials or equipment.
 - a. Utility interconnection application and agreement
 - b. Building permit
 - c. Electrical permit
 2. Contractor shall pay all standard interconnection fees including the application review fee and commissioning fee. Contractor shall submit all required forms to utility.
 3. Contractor is not responsible for paying any utility or interconnection fees that are "cost based". These fees include the interconnection engineering review fee, interconnection distribution system study fee, and any required utility distribution system upgrade costs.
 4. Contractor is not responsible for paying for the City Building or Electrical permits as outlined in section 00 31 46. Contractor shall submit all required forms to Building Inspection and Zoning.
 - B. Coordinate all work affecting building's roof with roofing manufacturer to ensure the roof's warranty is maintained.
- 1.6 WARRANTY**
- A. Installer must provide a two year installation warranty covering any defects of the installation.
 - B. Module Warranty Period:

SIEMENS

Unit No.	100-100-100	Unit No.	100-100-100
Unit Name	100-100-100	Unit Name	100-100-100
Unit No.	100-100-100	Unit No.	100-100-100
Unit Name	100-100-100	Unit Name	100-100-100

WARNING

Do not touch the terminals. The terminals are hot and may cause a severe electric shock.

MAIN



EV CAR CHARGER

VA

VA

across the hall

EDP-V



MMSD

Panel 100-100-100

Unit No.	100-100-100	Unit No.	100-100-100
Unit Name	100-100-100	Unit Name	100-100-100
Unit No.	100-100-100	Unit No.	100-100-100
Unit Name	100-100-100	Unit Name	100-100-100

SIEMENS

SIEMENS		
Cat. No. P4C75LM800ATS	Type: P4	Location: S
S.O.: 17-77929-B00	Item No. 010	Date: 08/02/04
Customer Marking: MDP-V		Amps max.
System: 208Y/120 3 Ph 4 W	SEE MAIN BREAKER	
Minimum size UL listed cabinet or cut out box for this panel 10.000P. 075H. 032W.		
Suitable for use as service equipment with a main overcurrent device or when not more than six main disconnecting means are provided and when not used as a lighting and appliance branch circuit panelboard. See Article 408.14 of the N.E.C.		



⚠ DANGER

Hazardous voltage.
Will cause death or
serious injury.
Keep out.
Qualified personnel only.
Disconnect and lock off all
power before working on
this equipment.

Breaker handle in intermediate position indicates tripped. To reset, move handle to extreme off position, then on. Short circuit information is located on rear of this cover.

1S-A-1028-01 Rev. 5

Siemens Energy & Automation, Inc.
Atlanta, GA. U.S.A.

For emergency service
call 1-800-241-4453



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

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

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

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
Janet Schmidt, P.E.

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

Financial Manager
Steven B. Danner-Rivers

February 25, 2025

ADDENDUM NO. 02

CONTRACT NO. 9617
SOLAR PV – WATER UTILITY OLIN AVE

This addendum is issued to modify, explain, or correct the original Drawings, Specifications or Contract Documents marked as *Solar PV – Water Utility Olin Ave, Contract #9617, as issued on January 30, 2025* and is hereby made a part of the contract documents.

BID DUE DATE CHANGE

Remove and replace Section A: Advertisement for Bids and Instructions to Bidders (Page A-1)

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00pm on Thursday, May 8, 2025**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 7, 2025**.

The bidder must completely fill in the base bid. The City shall have the right to reject all bids regardless of the value of the bids submitted.

SECTION 104.2 INTENT AND COORDINATION OF CONTRACT DOCUMENTS

The contract documents are complementary to each other and consist of all of the following:

- The City Standard Specification, 2025 Edition
 - These Special Provisions including all plans and specifications as noted by the exhibits list below
 - All Addendums to the bidding documents
- EXHIBITS FOR BIDDING PURPOSES:
- EXHIBIT A – SITE PLAN AND PROPOSED ARRAY LOCATION
 - EXHIBIT B – EXISTING BUILDING ELECTRICAL PLANS
 - EXHIBIT C – EXISTING ROOF WARRANTIES
 - EXHIBIT D – EXISTING OFFICE ARRAY SUBMITTAL
 - EXHIBIT E – PROJECT SPECIFICATIONS
 - EXHIBIT F – SITE PHOTOS

SECTION 109.7 TIME OF COMPLETION

Work shall begin only after the contract is completely executed and the start work letter is received. It is anticipated that the start work letter shall be issued on or about May 19th, 2025. The Contractor shall have reached a level of Construction Closeout **NO LATER THAN December 31, 2025**. The total time for completion of the project shall be **two (2) months** from the actual start of work on site.

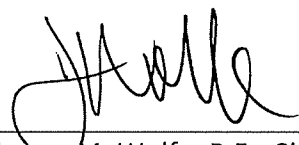
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

Electronic version of these documents can be found on Bid Express at <https://www.bidexpress.com/> and the City of Madison web site at <http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm>

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

For questions regarding this bid, contact:

William McMahon
City of Madison Engineering
Phone: 608-261-9654
Fax: 608-264-9275
Email: wcmcmahon@cityofmadison.com



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

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:	SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO.:	9617
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	THURSDAY MARCH 20, 2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	THURSDAY MARCH 20, 2025
BID SUBMISSION (2:00 P.M.)	THURSDAY MARCH 27, 2025
BID OPEN (2:30 P.M.)	THURSDAY MARCH 27, 2025
PUBLISHED IN WSJ	FEBRUARY 6, 13, 20, 27 & MARCH 7, 14, 20, 2025

PRE-BID WALK THROUGH: One pre-bid conference will be conducted for the purpose of a pre-bid walk through and all bidding contractors are encourage to attend.

The meeting will be held on 2/12/2025 at 10:00 A.M. At the Madison Water Utility Office located at 119 E. Olin Avenue. City Staff will be on hand to conduct the building walk through, discuss the plans, specifications, and expectations of the contract.

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.

QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR ALTERNATES: If needed, the City of Madison shall publish an addendum or addenda to respond to any questions, clarifications, or requests for substitutes.

Any questions or requests for clarifications regarding plans and specifications shall be submitted directly to the City Project Manager. All responses will be held and published by the City of Madison in the form of a bidding addendum.

Requests for alternates or substitutions shall be done according to Specification 01 25 00 and other specifications as necessary. Submit all materials to the City Project Manager via email. Contractors are cautioned to review all specifications and note whether substitutions for specific products will be allowed or not.

Inquiries received less than 1 week before bid due date may not be answered.

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.

119 E Olin Ave:
Main Distribution Panel



119 E Olin Ave:
Main Distribution Panel Nameplate

SIEMENS

Switchboard Type / Cat. No.		SB3 Rev. A	
S.O.	17-77929-C00010-03	Location	S
System 208Y/120V, 3PH 4W			
Enclosure Type 1		Manufacturing Date 08/04	
Supply	Section	Bus	
1600A	1600A	Mains	
1600A	1600A	Neutral	

The short circuit current rating of this switchboard section is 65,000 RMS symmetrical amperes at 240 volts max. The short circuit current rating is limited to the lowest short circuit current rating of any switchboard section connected in series or the lowest short circuit rating of any device installed. Additional or replacement devices shall be of the same manufacture, type designation, and short circuit rating.



LISTED

**DEADFRONT
SWITCHBOARD
SECTION**

3 OF 3
No. E-552864

Printed in U.S.A.

Breaker handle in intermediate position indicates tripped.
To reset, move handle to extreme off position, then on.



! DANGER

**Hazardous voltage.
Will cause death or serious
injury.**

Keep out.
Qualified personnel only.
Disconnect and lock off all power before
working on this equipment.

SIEMENS ENERGY & AUTOMATION, INC.
Atlanta, Ga. U.S.A.

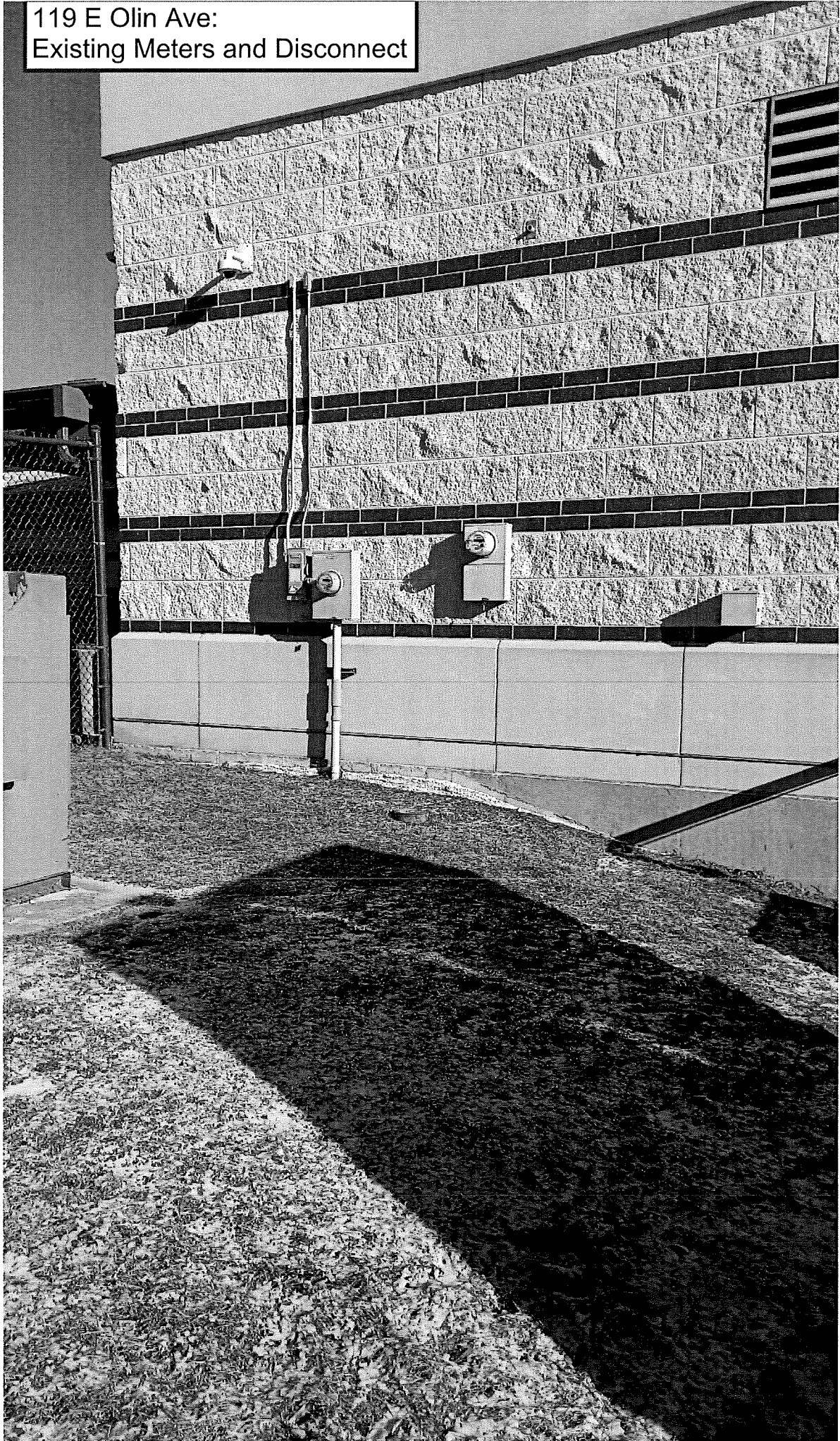
For emergency service
call 1-800-241-4453

15-A-1033-01 REV. 1

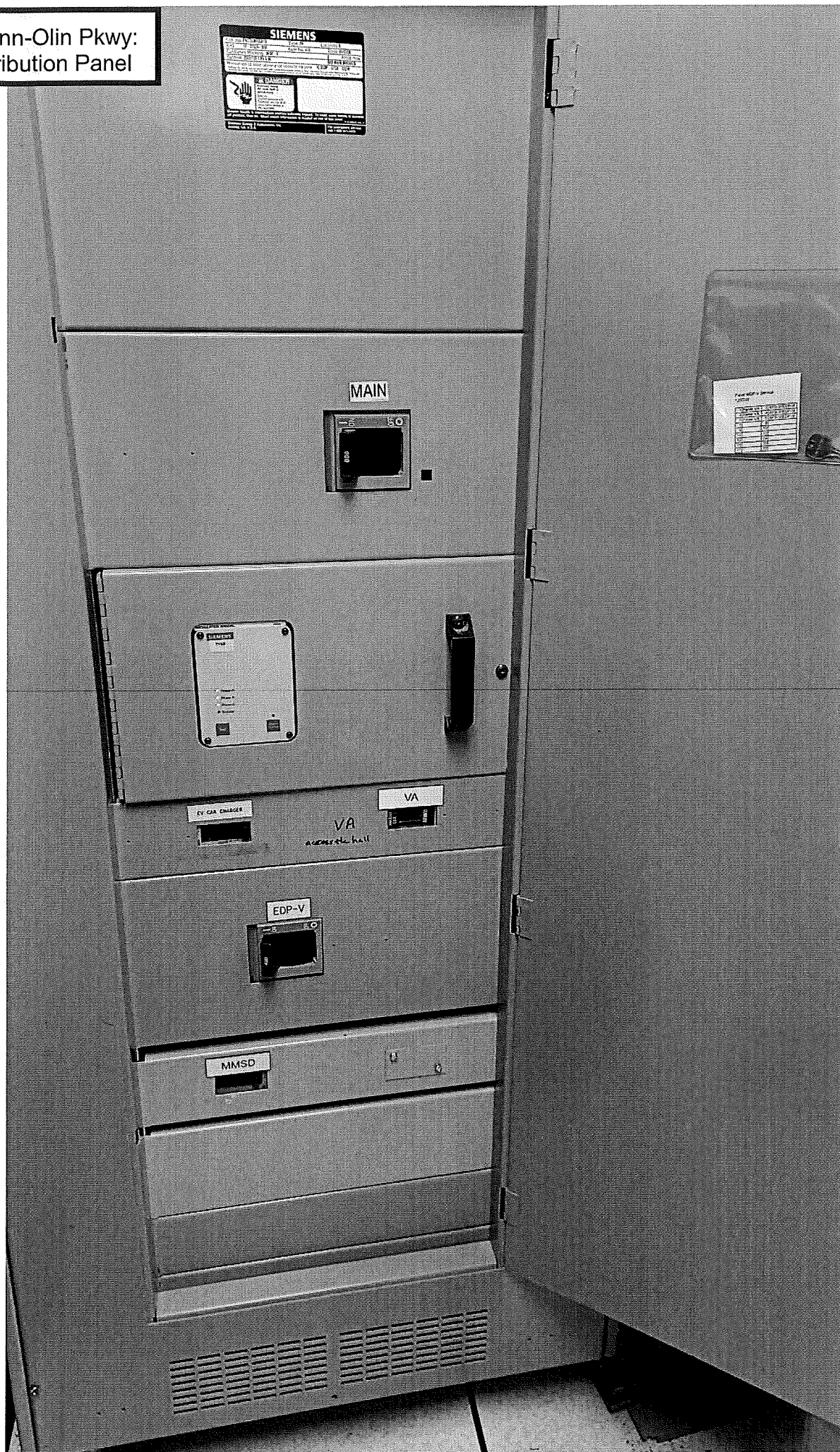
119 E Olin Ave:
Existing Inverters



119 E Olin Ave:
Existing Meters and Disconnect



1408 Quann-Olin Pkwy:
Main Distribution Panel

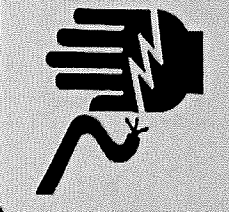


1408 Quann-Olin Pkwy:
Main Distribution Panel Nameplate

SIEMENS

Cat. No. P4C/5LM800ATS	Type: P4	Location: S
S.O.: 17-77929-B00	Item No. 010	Date: 08/02/04
Customer Marking: MDP-V		Amps max.
System: 208Y/120 3 Ph 4 W		SEE MAIN BREAKER

Minimum size UL listed cabinet or cut out box for this panel **10.00DP, 075H, 032W.**
Suitable for use as service equipment with a main overcurrent device or when not more than six main disconnecting means are provided and when not used as a lighting and appliance branch circuit panelboard. See Article 408.14 of the N.E.C.



! DANGER

Hazardous voltage.
Will cause death or
serious injury.
Keep out.
Qualified personnel only.
Disconnect and lock off all
power before working on
this equipment.

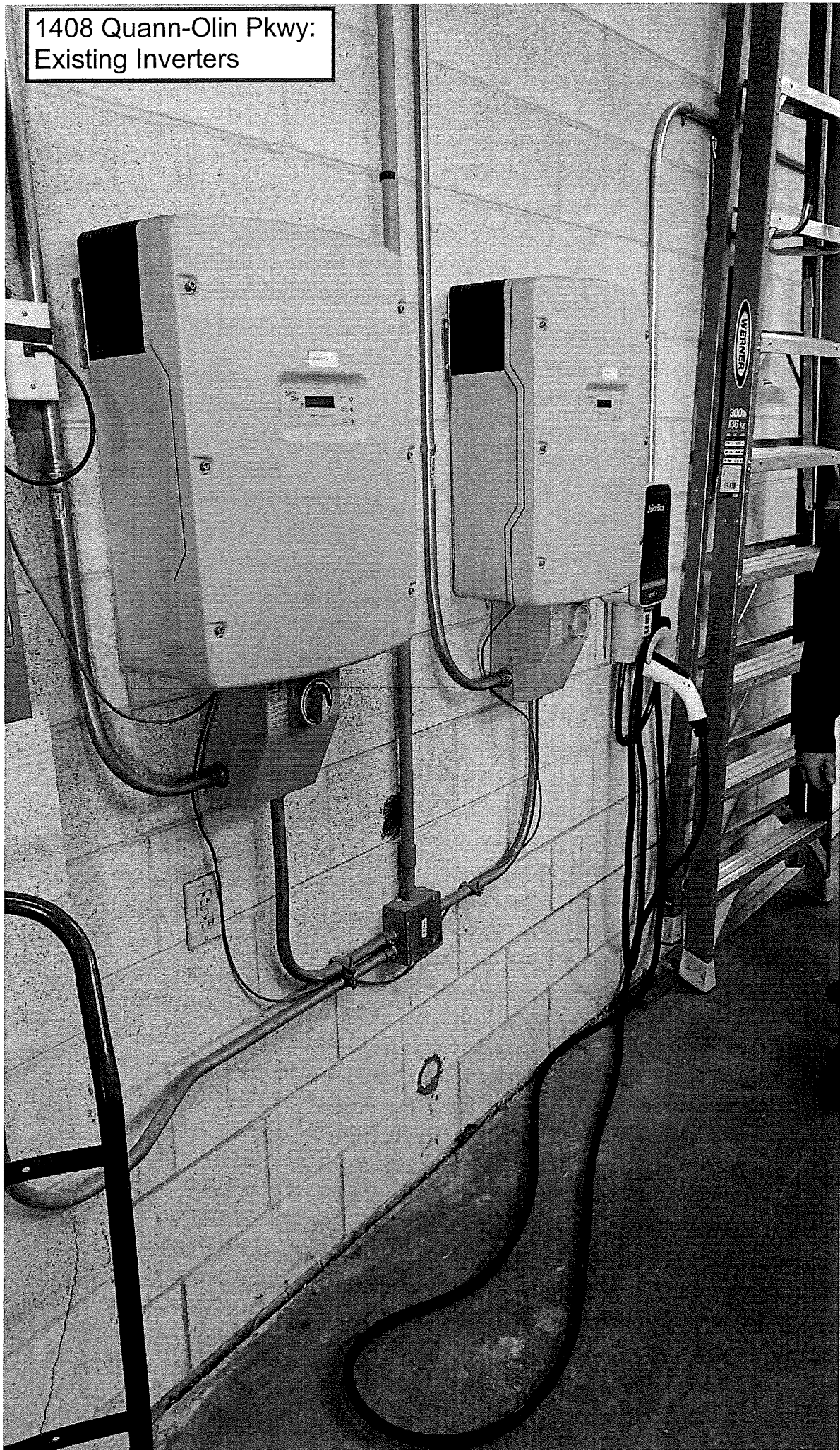
Breaker handle in intermediate position indicates tripped. To reset, move handle to extreme off position, then on. Short circuit information is located on rear of this cover.

15-A-1029-01 Rev. 5

Siemens Energy & Automation, Inc.
Atlanta, GA. U.S.A.

For emergency service
call 1-800-241-4453

1408 Quann-Olin Pkwy:
Existing Inverters



1408 Quann-Olin Pkwy:
Existing Meters and Disconnect



SECTION E: BIDDERS ACKNOWLEDGEMENT

SOLAR PV - WATER UTILITY OLIN AVE CONTRACT NO. 9617

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2025 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 2 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 Arch Solar Co LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; a partnership consisting of _____; an individual trading as _____; of the City of Madison State of Wisconsin; 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

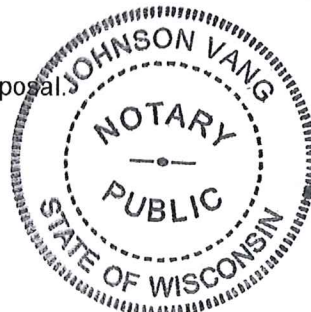
Sworn and subscribed to before me this

27th day of March, 20 25.

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 06/30/2026

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



SECTION F: BEST VALUE CONTRACTING

SOLAR PV - WATER UTILITY OLIN AVE CONTRACT NO. 9617

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

SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO. 9617

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: Arch Solar C^o I
Address: 1237 Pilgrim Rd, Plymouth, WI 53073
Telephone Number: (920) 893-8388 Fax Number: _____
Contact Person/Title: Harlan D. Ward, Project Developer

Prime Bidder Certification

I, Harlan D. Ward, Project Developer of
Name Title
Arch Solar C^o I certify that the information
Company

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

[Signature]
Witness' Signature

03/26/2025
Date

[Signature]
Bidder's Signature

SECTION B - PROPOSAL PAGE
Solar PV - Water Utility Olin Ave
MUNIS NO. 15527 - CONTRACT NO. 9617

ITEM	DESCRIPTION	ESTIMATED		TOTAL BID
90001	Base Bid	1.00	Lump Sum	\$185,900 ⁰⁰

ARCH SOLAR C=I
FIRM NAME

03/26/2025
DATE

Harlan D. Ward
BIDDER'S PRINTED NAME

Harlan D. Ward
BIDDER'S SIGNATURE



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:

SOLAR PV - WATER UTILITY OLIN AVE CONTRACT NO. 9617

- 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

Arch Solar C&I, Inc.

Name of Principal

By

Name and Title

February 18th, 2025

Date

Seal

SURETY

Selective Insurance Company of America

Name of Surety

By

Connie Smith, Attorney-in-Fact

Name and Title

February 18th, 2025

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2025, 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.

February 18th, 2025

Date

Agent Signature

2920 Enloe Street, Suite 103

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

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.

SELECTIVE
BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1329280

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$40,000,000.00

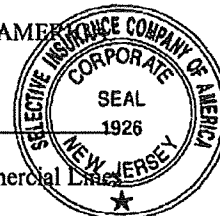
Signed this 18th day of February, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



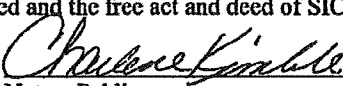
STATE OF NEW JERSEY :

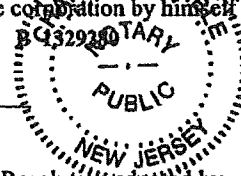
:ss. Branchville

COUNTY OF SUSSEX :

On this 18th day of February, 2025 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B329280

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

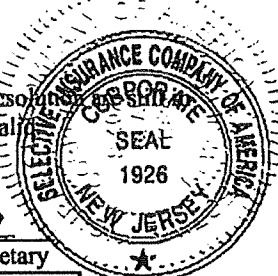
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 18th day of February, 2025.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

SECTION H: AGREEMENT

THIS AGREEMENT made this 15th day of May in the year Two Thousand and Twenty-Five between ARCH SOLAR C&I, INC. hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on MAY 6, 2025, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

SOLAR PV - WATER UTILITY OLIN AVE CONTRACT NO. 9617

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 ONE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED AND NO/100 (\$185,900.00) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor 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.

**SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO. 9617**

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:

ARCH SOLAR C&I, INC.

Company Name

William Roeder

Witness

5-7-25

Date

[Signature]

President

7 May 25

Date

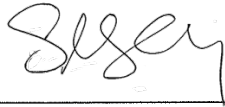
Witness

Date

Secretary

Date

CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/15/2025

Date



Michael Haas, Acting City Clerk

05/13/2025

Date

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

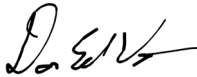


David P. Schmiedicke, Finance Director

05/13/2025

Date

Approved as to form:



for Michael Haas, City Attorney

05/14/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES - 25-00277 ID No. 87709, adopted by the Common Council of the City of Madison on May 6, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we ARCH SOLAR C&I, INC. as principal, and Selective Insurance Company Of America Company of 40 Wantage Avenue, Branchville, NJ 07890 as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED AND NO/100 (\$185,900.00) 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:

**SOLAR PV - WATER UTILITY OLIN AVE
CONTRACT NO. 9617**

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 7th day of May, 2025

Countersigned:

ARCH SOLAR C&I, INC.

Company Name (Principal)

William P. Cohen
Witness

[Signature]
President Seal

Secretary

Selective Insurance Company Of America

Surety

Seal

☐ Salary Employee ☐ Commission

By

[Signature]
Attorney-In-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

5/7/2025

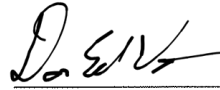
Date

[Signature]
Agent Signature Connie Smith

The foregoing Bond has been approved as to form:

05/14/2025

Date



for City Attorney

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$40,000,000.00**

Signed this 7th day of May, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 7th day of May, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. **B 1329280**

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 7th day of May, 2025.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY