

Contract Routing Form

ROUTING: Routine

printed on: 03/07/2017

Contract between: S & L Underground and Trucking Inc
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Grand Avenue, Van Hise Avenue, Park Place and Mason Street Assessment District - 2017

Contract No.: 7842 File No.: 45900
 Enactment No.: RES-17-00155 Enactment Date: 03/02/2017
 Dollar Amount: 2,736,911.42

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-7-2017	3-7-2017
Director of Civil Rights	3-8-17	3-15-2017 FNJ
Risk Manager	3-20-17	3/20/17
Finance Director	3-20-17	3-20-17 PW
City Attorney	308 3-22-17	3-28-17
Mayor	3-28-17	3-30-17

Please return signed Contracts to the City Clerk's Office
 Room 103, City-County Building for filing.

Original + 2 Copies

03/07/2017 09:20:33 enjls - LeAnne Hannan, 266-4057

Dis Rights: OK / (N/A) Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: \$2,736,911.42
 AA Plan: ~~INCOMPLETE~~ approved
 Amendment / Addendum # N/A
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / (PW) Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 45900 **Version:** 1 **Name:** Awarding Public Works Contract No. 7842, Grand Avenue, Van Hise Avenue, Park Place and Mason Street Assessment District - 2017.

Type: Resolution **Status:** Passed

File created: 1/30/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 2/28/2017 **Final action:** 2/28/2017

Enactment date: 3/2/2017 **Enactment #:** RES-17-00155

Title: Awarding Public Works Contract No. 7842, Grand Avenue, Van Hise Avenue, Park Place and Mason Street Assessment District - 2017.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7842.pdf

Date	Ver.	Action By	Action	Result
2/28/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/8/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
1/30/2017	1	Engineering Division	Refer	

In the adopted 2017 capital budget Engineering-Major Streets has budgeted \$7.87 million for the replacement of deteriorated streets to improve neighborhood roadways via the Reconstruction Streets program (MUNIS 10226). The minor project for the reconstruction of Grand Avenue, Van Hise Avenue, Park Place, and Mason Street is established with sufficient budget authority for the cost of the proposed contract (MUNIS 10898). Funding is provided by GO Borrowing and associated Utility funding.

The proposed resolution awards the contract at a total estimated cost of \$2,955,860 split amongst agencies as follows:

- Major Streets - \$1,187,290
- Stormwater Utility - \$237,690
- Sewer Utility - \$836,930
- Water Utility - \$693,950

- MUNIS:
- 10898-402-170:54410(91350) - \$1,010,190
 - 10898-402-174:54445(91345) - \$177,100
 - 10898-84-174:54445(91345) - \$237,690
 - 10898-83-173:54445(91345) - \$836,930
 - 10898-86-179:54445(91360) - \$693,950

Awarding Public Works Contract No. 7842, Grand Avenue, Van Hise Avenue, Park Place and Mason Street

SDR

Assessment District - 2017.

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7842) for itemization of bids.

CONTRACT NO. 7842
 GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017

S & L UNDERGROUND AND TRUCKING, INC. \$2,736,911.42

Acct. No. 10898-402-170:54410(91350)	\$935,360.45
Contingency 8%±	<u>74,829.55</u>
Sub Total	\$1,010,190.00

Acct. No. 10898-402-174:54445(91345)	\$163,980.00
Contingency 8%±	<u>13,120.00</u>
Sub Total	\$177,100.00

Acct. No. 10898-84-174:54445(91345)	\$220,086.15
Contingency 8%±	<u>17,603.85</u>
Sub Total	\$237,690.00

Acct. No. 10898-83-173:54445(91345)	\$774,934.82
Contingency 8%±	<u>61,995.18</u>
Sub Total	\$836,930.00

Acct. No. 10898-86-179:54445(91360)	\$642,550.00
Contingency 8%±	<u>51,400.00</u>
Sub Total	\$693,950.00

GRAND TOTAL	<u>\$2,955,860.00</u>
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Name: SMITH, CONNIE
 NPN: 16492915
 Domicile State: Wisconsin
 Domicile Country: United States
 Resident? Yes
 Business Address: HUDSON, WI 540166840

<u>Company Name</u>	<u>FEIN</u>	<u>NAIC CoCode</u>	<u>License Type</u>	<u>Line of Authority</u>	<u>Appointment Date</u>	<u>Appointment Effective Date</u>	<u>Appointment Expiration Date</u>
Granite Re, Inc.	73-1282413	26310	Intermediary (Agent) Individual	Casualty	1/31/2017	1/31/2017	2/28/2018
Granite Re, Inc.	73-1282413	26310	Intermediary (Agent) Individual	Property	1/31/2017	1/31/2017	2/28/2018
Western National Mutual Insurance Company	41-0430825	15377	Intermediary (Agent) Individual	Casualty	6/20/2012	3/1/2017	2/28/2018
Western National Mutual Insurance Company	41-0430825	15377	Intermediary (Agent) Individual	Property	6/20/2012	3/1/2017	2/28/2018
Old Republic Surety Company	39-1395491	40444	Intermediary (Agent) Individual	Casualty	2/3/2012	1/2/2015	2/28/2017
State Auto Insurance Company of Wisconsin	39-1211058	31755	Intermediary (Agent) Individual	Casualty	6/27/2012	3/1/2017	2/28/2018
State Auto Insurance Company of Wisconsin	39-1211058	31755	Intermediary (Agent) Individual	Property	6/27/2012	3/1/2017	2/28/2018
Wadena Insurance Company	20-4033444	12528	Intermediary (Agent) Individual	Casualty	12/22/2011	3/1/2017	2/28/2018
Wadena Insurance Company	20-4033444	12528	Intermediary (Agent) Individual	Property	12/22/2011	3/1/2017	2/28/2018
Western Surety Company	46-0204900	13188	Intermediary (Agent) Individual	Casualty	1/12/2012	3/1/2017	2/28/2018
Berkley Insurance Company	47-0574325	32603	Intermediary (Agent) Individual	Casualty	8/26/2013	3/1/2017	2/28/2018
Merchants Bonding Company (Mutual)	42-0410010	14494	Intermediary (Agent) Individual	Casualty	12/23/2011	3/1/2017	2/28/2018
Fidelity and Deposit Company of Maryland	13-3046577	39306	Intermediary (Agent) Individual	Casualty	10/30/2012	3/1/2017	2/28/2018
Fidelity and Deposit Company of Maryland	13-3046577	39306	Intermediary (Agent) Individual	Property	10/30/2012	3/1/2017	2/28/2018
Old Republic Insurance Company	25-0410420	24147	Intermediary (Agent) Individual	Casualty	2/3/2012	1/2/2015	2/28/2017
Meridian Security Insurance Company	35-1135866	23353	Intermediary (Agent) Individual	Casualty	6/27/2012	3/1/2017	2/28/2018
Meridian Security Insurance Company	35-1135866	23353	Intermediary (Agent) Individual	Property	6/27/2012	3/1/2017	2/28/2018
United Fire & Casualty Company	42-0644327	13021	Intermediary (Agent) Individual	Casualty	1/16/2012	3/1/2017	2/28/2018
United Fire & Casualty Company	42-0644327	13021	Intermediary (Agent) Individual	Property	1/16/2012	3/1/2017	2/28/2018
Liberty Mutual Insurance Company	04-1543470	23043	Intermediary (Agent) Individual	Casualty	8/12/2016	3/1/2017	2/28/2018
Liberty Mutual Insurance Company	04-1543470	23043	Intermediary (Agent) Individual	Property	8/12/2016	3/1/2017	2/28/2018
American Contractors Indemnity Company	95-4290651	10216	Intermediary (Agent) Individual	Casualty	12/27/2013	3/1/2017	2/28/2018
Guarantee Company of North America USA, The	38-2907623	36650	Intermediary (Agent) Individual	Casualty	12/28/2011	1/2/2015	2/28/2017
IMT Insurance Company	42-0333150	14257	Intermediary (Agent) Individual	Casualty	12/22/2011	3/1/2017	2/28/2018
IMT Insurance Company	42-0333150	14257	Intermediary (Agent) Individual	Property	12/22/2011	3/1/2017	2/28/2018
U.S. Specialty Insurance Company	52-1504975	29599	Intermediary (Agent) Individual	Casualty	12/27/2013	3/1/2017	2/28/2018
Colonial American Casualty and Surety Company	52-1096670	34347	Intermediary (Agent) Individual	Casualty	10/30/2012	3/1/2017	2/28/2018
Colonial American Casualty and Surety Company	52-1096670	34347	Intermediary (Agent) Individual	Property	41212	42795	43159
Milbank Insurance Company	46-0368854	41653	Intermediary (Agent) Individual	Casualty	41087	42795	43159
Milbank Insurance Company	46-0368854	41653	Intermediary (Agent) Individual	Property	41087	42795	43159
Ohio Casualty Insurance Company, The	31-0396250	24074	Intermediary (Agent) Individual	Casualty	42594	42795	43159
Ohio Casualty Insurance Company, The	31-0396250	24074	Intermediary (Agent) Individual	Property	42594	42795	43159
State Automobile Mutual Insurance Company	31-4316080	25135	Intermediary (Agent) Individual	Casualty	41087	42795	43159
State Automobile Mutual Insurance Company	31-4316080	25135	Intermediary (Agent) Individual	Property	41087	42795	43159
Merchants National Bonding, Inc.	11-3658357	11595	Intermediary (Agent) Individual	Casualty	41311	42795	43159
State Auto Property and Casualty Insurance Company	57-6010814	25127	Intermediary (Agent) Individual	Casualty	41087	42795	43159
State Auto Property and Casualty Insurance Company	57-6010814	25127	Intermediary (Agent) Individual	Property	41087	42795	43159

\$2,736,911.42
FILE

BID OF S&L UNDERGROUND AND TRUCKING, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7842

MUNIS NO. 10898

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 28, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7842**

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This Proposal, and Agreement have
been prepared by:

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



Robert F. Phillips, P.E., City Engineer

RFP: lh

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:	GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7842
SBE GOAL	7%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	JANUARY 20, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JANUARY 20, 2017
BID SUBMISSION (1:00 P.M.)	JANUARY 27, 2017
BID OPEN (1:30 P.M.)	JANUARY 27, 2017
PUBLISHED IN WSJ	JANUARY 13 & 20, 2017

PRE BID MEETING: Representatives of the Affirmative Action Department will be present to discuss the Small Business Enterprise requirements at 1600 Emil Street, Madison Wisconsin.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. 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.

THE BID OPENING is at 1600 EMIL ST., MADISON, WI 53713.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2016 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/Business/PW/specs.cfm.

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 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 Infrared Seamless Patching
 245 Landscaping, Maintenance
 246 Ecological Restoration
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 252 Pavement Marking
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

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/dcr/aaTBDDir.cfm. 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

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7842

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main and reconnection of water services, sanitary sewer mains and laterals, storm sewer, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Grand Avenue from Regent Street to University Avenue, Van Hise Avenue from the west end to Grand Avenue, Park Place from Farley Avenue to Grand Avenue, and Mason Street from Farley Avenue to Grand Avenue. The total street project length is approximately 3930 lineal feet.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews and may need to work on weekends in order to complete the work under this contract within the allowable contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan and the restoration and erosion control requirements.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that there are properties with landscaping and other features near the work area; the contractor shall not

remove these items unless specifically called out on the plans. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall use care while working near existing trees and all standard tree protection specifications shall be strictly enforced.

Utility Coordination

Contractor shall notify Ray Schneider (608)347-3628, rays@madsewer.org, 5 days prior to making the connection to the MMSD manhole to arrange for permitting, inspection of the connection. Tap connection shall conform to all MMSD connection specification criteria. The permit fee is the responsibility of the contractor: \$1025.

Madison Gas & Electric will be moving the poles at the SE corner of Grand Ave. and Van Hise Ave., SE corner of Grand Ave. and Chamberlain Ave., SE corner of Farley Ave. and Mason St., Sta. 18+90 Rt., and Sta. 80+60 Rt. during construction.

AT&T as a multi-tile duct package on Farley Ave, approximately Sta. 40+33. Contractor should contact Carol Anason, (608)252-2385, a minimum of 5 days prior to performing work near the duct package to determine if there are conflicts.

The property owner at 2620 Van Hise Avenue may be installing a second sanitary sewer lateral and second water service to their property during construction.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall phase their work to allow parking, during working hours, on a paved surface on either Grand Avenue or on Mason Street, Park Place, and Van Hise Avenue from Farley Avenue to Grand Avenue. Parking on Van Hise Avenue, west of Farley Avenue, may be included with either Grand Avenue or with the Mason Street, Park Place and Van Hise Avenue phase of work. On-street parking, on all streets within the project limits, shall be allowed during non-working hours. All streets may be closed to through traffic for the duration of the contract, but residents will be allowed to park on the streets as described above.

No work may take place in the intersection of Grand Avenue and University Avenue until after May 14, 2017.

The resident at 2627 Van Hise Avenue will require handicap access during construction. A caregiver/attendant will require driveway access between noon and 7 p.m. on Monday thru Friday.

The resident at 2637 Mason St. will require handicap access during construction.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development

Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

A traffic control plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan. Accomplish the construction sequence, including the associated traffic control as detailed in the traffic control section of the plans, and as described in this traffic article. Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article. Submit all traffic control change requests to the construction engineer at least 7 working days prior to an actual traffic control change. A request does not constitute approval.

There are existing bus stops within the project area. The Contractor shall coordinate with Madison Metro before opening/closing specific bus stops. Where necessary, Madison Metro will provide temporary bus stop signs, and the Contractor shall coordinate with Metro on relocating any signs as necessary.

Work shall be phased on the project so that there is no work on Farley Avenue that requires closures unless Grand Avenue is open to through traffic on a paved surface. Additionally, work shall be phased so that there is no work on Grand Avenue that requires closures unless Farley Avenue is open to through traffic on a paved surface.

One 10 foot lane of pavement for eastbound traffic on University Avenue at Grand Avenue shall be maintained everyday from 7:00am – 10:00am with an asphalt patch or metal plates except for one full closure of the intersection that shall last no longer than 12 consecutive days, including one weekend. In addition, eastbound traffic can be closed off peak for two periods of time; both of which shall last no longer than 5 working days, Monday thru Friday. Westbound traffic on University Avenue shall be maintained as long as no work is being done.

Work shall be phased so that parking during working hours is allowed, on a paved surface, on either Grand Avenue or on Mason Street, Park Place, and Van Hise Avenue from Farley Avenue to Grand Avenue. Parking that is located on Van Hise Avenue west of Farley Avenue can be included with the Grand Avenue phase of work or the Mason Street, Park Place, and Van Hise phase of work. During non-working hours, on-street parking shall be allowed. For the duration of the contract, the streets within the project limits may be closed to through traffic but residents are allowed to park on-street as previously described.

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

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

Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

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

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

Contractor shall place portable changeable message boards, at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer. Additionally, a third message board shall be placed on Eastbound University Avenue between Campus Drive and Grand Avenue one week prior to the start of work at the intersection of University Avenue and Grand Avenue

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

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

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

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

SECTION 108.2 **PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit.

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

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining this permit is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 **PROSECUTION OF WORK**

The Contractor shall begin work on **APRIL 3, 2016**. The total time for completion of this contract is **ONE HUNDRED NINETY-FIVE (195) CALENDAR DAYS**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the public preconstruction meeting.

SECTION 210.1(d) **STREET SWEEPING**

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

ARTICLE 500 **SEWERS AND SEWER STRUCTURES**

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

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 1611 feet of additional new storm sewer of various sizes ranging from 12" RCP to 19"x30" HERCP at locations shown on the plan and in accordance with these specifications, and completing one (1) storm sewer point repair at location specified on the plan set in accordance with the Standard Specifications.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

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

SANITARY SEWER GENERAL

This project consists of the installation of 906 LF of 8" diameter ASTM D3034 SDR-26, 2671 LF of 8" diameter ASTM D3034 SDR-35, 184 LF of 10" diameter ASTM D3034 SDR-35, and 2921' of sanitary lateral. New sanitary sewer will be ASTM D3034 SDR-35 or SDR-26 pipe, as designated on the plan set. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flow lines shall have a smooth trowel finish.

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

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULO's) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4

sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active. In addition, contractor will be required to provide a videos of the laterals being abandoned prior to them being abandoned.

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed including asbestos cement and cast-in-place pipe removal.

Any utility tunneling required shall be considered incidental to the pipe being installed.

ARTICLE 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water Utility designer for this project is Adam Wiederhoeft; please contact him at (608) 266-9121 or awiederhoeft@madisonwater.org.

The proposed water system improvements in this Contract include furnishing and installing approximately 2,860-feet of new ductile iron water main and associated valves, hydrants and service lateral connections. The new water main installations consist of approximately 660-feet of 8-inch water main on Park Pl between Farley Ave and Grand Ave, approximately 680-feet of 8-inch water main on Mason St between Farley Ave and Grand Ave, approximately 1,100-feet of 8-inch water main on Van Hise Ave between the west-end cul-de-sac and Grand Ave, and various intersection improvements along Grand Ave at Chamberlain Ave, Stevens St, and University Ave. The existing 16-inch cast-iron water main located on the east side of Grand Ave will remain in service, however the existing, parallel 6-inch water main on the west side of Grand Ave will be abandoned, with all affected service laterals being extended and connected to the 16-inch water main.

Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector or Engineer and will be paid under BID ITEM: 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL.

GENERAL PROJECT NOTES & PRECAUTIONS – WATER MAIN INSTALLATION:

Note that several segments of proposed storm sewer along Grand Ave are located along the existing 6-inch water main corridor. Upon abandonment of the existing water main, any existing water main removal work necessary to accommodate construction of the proposed utility improvements is considered to be incidental to the project.

Be aware that many existing 16-inch valves on the existing 16-inch main along Grand Ave are not standard butterfly valves. The valves are double-disc gate valves with a 4-inch bypass line and valve. Be aware that full valve operation of these valves will require approximately 210-half turns – coordinate operation of these valves with the Water Utility Inspector if full valve closure is difficult to obtain.

As presented in the geotechnical investigation documents, note that shallow bedrock is to be anticipated along several segments of proposed water main installations in this project. Use caution during rock excavation activities to minimize disturbance and/or damage to nearby properties and/or structures. The

Contractor is responsible for any property damage costs or repairs resulting from rock excavation activities. Alternate rock excavation methods such as rotary grinding will be permitted, if warranted, to reduce and minimize potential liabilities resulting from rock excavation located in close proximity to residential/developed properties.

It has been reported that there is the potential to encounter stray electrical current/voltage when working on or in close proximity to water laterals or water mains within these project limits (based on a comment from a resident of the 2600 block of Van Hise Ave). Use caution when working on or near existing water laterals to avoid direct contact with potentially energized materials. Any costs associated with precautionary measures and/or necessary safeguards to perform the proposed water main and service lateral improvements is the responsibility of the Contractor and is considered incidental to the scope of this project.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

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

ARTICLE 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except any proposed tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

SECTION 702.3.1 DUCTILE IRON PIPE

In addition to the requirements of the Standard Specifications, the following is required for this project:

The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc in accordance with ISO 8179. The mass of the zinc shall be 200 g/m² of pipe surface area. A finishing layer topcoat shall be applied to the zinc. The coating system shall conform in every respect to ISO 8179-1 "Ductile Iron Pipes – External Zinc-Based Coating Part 1: Metallic Zinc with Finishing Layer. Second edition 2004-06-01."

Acceptable manufacturers include: American Ductile Iron Pipe, U.S. Pipe, McWane Ductile, or as otherwise approved by the Engineer in writing.

SECTION 702.3.3 POLYETHYLENE ENCASEMENT

In addition to the requirements of the Standard Specifications, the following is required for this project:

Polyethylene encasement shall consist of three layers of co-extruded linear low density polyethylene, fused into a single thickness of at least 8 mils. The interior surface of the wrap shall be infused with a blend of anti-microbial biocide and a volatile corrosion inhibitor.

Acceptable products include V-Bio, or as otherwise approved by the Engineer in writing.

ARTICLE 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.

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

BID ITEM 10911 MOBILIZATION

Work under this contract will require multiple mobilizations for various aspects of the work in order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the project. All mobilizations shall be considered incidental to this bid item.

BID ITEM 20201 EXCAVATION CUT

DESCRIPTION

Excavation Cut shall include all excavation from within the limits shown on the plans and cross sections. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials or material that is deemed unusable as fill on site, for hauling unsuitable material from the site, and for placement at the disposal site.

BID ITEM 20336 PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2016 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

BID ITEM 21002 EROSION CONTROL INSPECTION

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

**BID ITEM 30201 TYPE "A" CONCRETE CURB AND GUTTER
BID ITEM 30203 TYPE "X" CONCRETE CURB AND GUTTER**

BASIS OF PAYMENT

The unit price bid for BID ITEM 30201 TYPE "A" CONCRETE CURB AND GUTTER or BID ITEM 30203 TYPE "X" CONCRETE CURB AND GUTTER shall be full compensation, as outlined in Sec. 302.3(b) of the Standard Specifications regardless of whether the curb is machine laid or hand formed. There shall be no additional compensation for hand formed curb and gutter.

BID ITEM 50101 **RCBC ROOF REPAIR, TYPE I**

DESCRIPTION

This item shall include all work and coordination necessary to repair the 30"x36" existing box culvert on Grand Ave after the removal of saddled inlet structure. Bid item shall be for full roof section with no access.

It is the Contractor's responsibility to verify all access points to determine the type of repair needed prior to completing the work. Any structural defects shall be sawcut and removed to a clean edge.

A new reinforced concrete roof (eight (8) inches minimum thickness) shall have #4 rebars placed six (6) inches on center, both ways, and shall have a minimum of three (3) inches of clear space from the edge of concrete. A minimum of eight (8) inches of overlap longitudinally from the existing roof cutout shall be provided with the new roof. The new roof shall be flush with the vertical walls of the box culvert.

The roof shall be poured and cured on a flat surface prior to being placed on top of the existing box. SealTight Cold Plastic Sewer Joint compound (as manufactured by W.R. Meadows or approved equal) shall be applied to the top of the box and the roof shall be placed on top of the existing cutout to for a tight seal. All joints shall be sealed with mortar or mastic. The box culvert shall be cleaned and free of debris prior to placing the mortar or mastic.

METHOD OF MEASUREMENT

RCBC Roof Repair, Type I shall be measured as each completed and accepted unit.

BASIS OF PAYMENT

RCBC Roof Repair, Type I, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 50225 **UTILITY TRENCH PATCH TYPE III**

Work under this bid item shall be for the utility trench patch needed for the Park Place sanitary and storm sewer connection, the Mason Street sanitary sewer connection, and Van Hise Ave sanitary sewer connection.

BID ITEM 50353 **SANITARY SEWER LATERAL**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device

on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer.

BID ITEM 50354 **RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35, SDR 26). Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL.)

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 **SEWER ELECTRONIC MARKERS**

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Article 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50801 **UTILITY LINE OPENING (ULO)**

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

BID ITEM 70002 **FURNISH AND INSTALL 6-INCH WATER MAIN & FITTINGS**

The base-bid for this item shall be based on the requirements of the Standard Specifications including the zinc-coated pipe and V-Bio polyethylene material requirements specified herein. Contract award determination will include this value for Bid Item 70002.

Contact the Engineer prior to ordering associated materials to confirm material selections.

The Contractor is also required to submit a bid item alternate price at the time of the bid – see Alternate 1 located in Section B: Proposal of this project advertisement on www.bidexpress.com. The submitted alternate price will not be considered toward the award of the Contract; however, upon successful award of the Contract, Madison Water Utility shall have the right to replace the entire base bid quantity of Bid Item 70002 with Alternate 1 Bid Item 70002 at the alternate unit price rate submitted during the bid. Any difference in price will be adjusted through standard City of Madison Public Works change order procedures, based on the actual unit quantity installed.

BID ITEM 70003 **FURNISH AND INSTALL 8-INCH WATER MAIN & FITTINGS**

The base-bid for this item shall be based on the requirements of the Standard Specifications including the zinc-coated pipe and V-Bio polyethylene material requirements specified herein. Contract award determination will include this value for Bid Item 70003.

Contact the Engineer prior to ordering associated materials to confirm material selections.

The Contractor is also required to submit a bid item alternate price at the time of the bid – see Alternate 2 located in Section B: Proposal of this project advertisement on www.bidexpress.com. The submitted alternate price will not be considered toward the award of the Contract; however, upon successful award of the Contract, Madison Water Utility shall have the right to replace the entire base bid quantity of Bid Item 70003 with Alternate 2 Bid Item 70003 at the alternate unit price rate submitted during the bid. Any difference in price will be adjusted through standard City of Madison Public Works change order procedures, based on the actual unit quantity installed.

BID ITEM 70006 **FURNISH AND INSTALL 16-INCH WATER MAIN & FITTINGS**

The base-bid for this item shall be based on the requirements of the Standard Specifications including the zinc-coated pipe and V-Bio polyethylene material requirements specified herein. Contract award determination will include this value for Bid Item 70006.

Contact the Engineer prior to ordering associated materials to confirm material selections.

The Contractor is also required to submit a bid item alternate price at the time of the bid – see Alternate 3 located in Section B: Proposal of this project advertisement on www.bidexpress.com. The submitted alternate price will not be considered toward the award of the Contract; however, upon successful award of the Contract, Madison Water Utility shall have the right to replace the entire base bid quantity of Bid Item 70006 with Alternate 3 Bid Item 70006 at the alternate unit price rate submitted during the bid. Any difference in price will be adjusted through standard City of Madison Public Works change order procedures, based on the actual unit quantity installed.

BID ITEM 70053 **REPLACE 1-INCH COPPER SERVICE LATERAL**

Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector. Refer to Section 704.10 - Method of measurement and payment in this contract shall be per each completed service replacement, and also includes abandonment of the existing curb box.

BID ITEM 90701 **TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS**

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90702 **TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES**

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90030 SCREEN TREATMENT DEVICE

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to construct the screen treatment device with the installation of a Coanada Hydroscreen at the location called for in the plan set. This structure shall be installed with two R-3067-7004-VB castings, one R-1550-054 casting and one R-1877-EM casting to the elevations indicated in the plan set. The Contractor shall use the appropriate adjustment rings and grout to accommodate the elevations indicated at the center of each casting.

The dimensions of the screen treatment device shall conform to those indicated in the construction detail sheet. Included with this item shall include all materials for building the structure including: castings, concrete, W10X45 steel I-beam, rebar reinforcement, clear stone, and heavy riprap filter fabric. Construction of this structure shall be in accord with Section 507 of the Madison Standard Specifications for Public Works Construction 2016 Edition and specified herein.

The hydroscreen shall be purchased by the Contractor and he shall be responsible for coordination and timing of delivery, unloading, and installation of the screen. The Contractor shall install the screen according to manufacturer's specifications and guidance and shall be anchored to the concrete on twelve inch centers with 3/8" anchor bolts.

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project to minimize damage to the screen treatment device structure during installation of the structure and during concrete cure times.

The Contractor may submit a precast request for this structure, however, the city engineer shall not be obligated to approve such a submittal.

The City reserves the right to withdraw this item, Screen Treatment Device structure, from the contract. The Contractor shall not be compensated in any matter for the removal of this item from the contract.

METHOD OF MEASUREMENT

Storm Treatment Structure shall be measured as a completed unit upon complete construction of the structure in the field.

BASIS OF PAYMENT

Storm Treatment Structure shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90031**3'X6' STORM SAS W/ H-INLET****DESCRIPTION**

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "3X6 SAS W/H-INLET" on storm sewer schedule. Construction, measurement and payment of this structure shall be in accord with Section 507 of the Madison Standard Specifications for Public Works Construction 2016 Edition.

METHOD OF MEASUREMENT

Structure shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

Structure shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

SOIL BORING LOCATION PLAN
 Grand Avenue Area
 Madison, Wisconsin



C15051-19

Date: 11/15

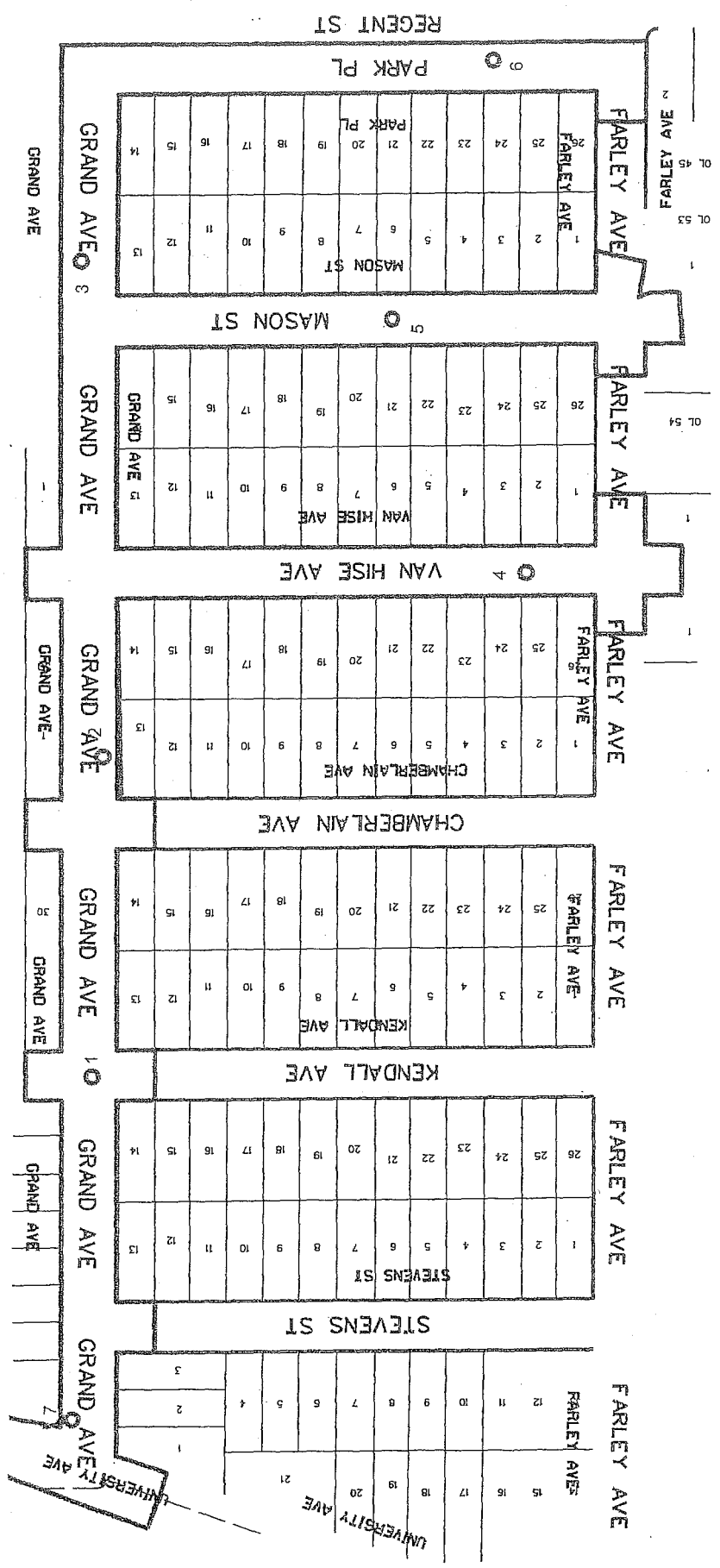
APP'D: MNS

DWN: -

1. Soil borings performed by Badger State Drilling in October 2015

Notes

Legend
 ○ Denotes Boring Location (approximate)





LOG OF TEST BORING

Project Grand Avenue Area
 Location Grand: 90'N of Kendall, 5'E of CL
Madison, WI

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LI
					X	3 in. Asphalt Pavement/4 in. Sand and Gravel Fill				
1		14	M	16	5					
2		12	M	32						
3		18	M	19						
4		16	M	21						
					10					
					15	Weathered to Competent, Light Brown Dolomitic Limestone BEDROCK				
5		2	M	40						
					15	End Boring at 15 ft				
						Backfilled with Bentonite Chips and Asphalt Patch				
					20					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/22/15 End 10/22/15
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Grand Avenue Area
 Grand: 90'S of Chamberlain, 10'W of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE E	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1		16	M	11	0	3.5 in. Asphalt Pavement FILL: Medium Dense, Brown Fine to Medium Sand, Some Silt, Gravel and Crushed Sandstone				
2		16	M	21	5	Weathered to Competent, White/Orange/Tan Sandstone BEDROCK				
3		14	M	28	10	Weathered to Competent, Light Brown Dolomitic Limestone BEDROCK				
4		4	M	63/8"	11	End Boring at 11 ft due to Auger Refusal on Competent Bedrock Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	
Time After Drilling				
Depth to Water				▼
Depth to Cave in				

GENERAL NOTES	
Start	10/22/15 End 10/22/15
Driller	BSD Chief MC Rig CME-55
Logger	DB Editor ESF
Drill Method	2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Grand Avenue Area
 Location Grand: 45'S of Mason, 7'W of CL
Madison, WI

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					2.5 in. Asphalt Pavement/3 in. Sand and Gravel Fill					
1		14	M	3	Medium Stiff, Brown Lean CLAY (CL)	(0.75)				
2		18	M	10		(0.75)				
3		12	M	16	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
4		14	M	23	Weathered to Competent, White/Orange/Tan Sandstone BEDROCK					
5		8	M	66/9"						
					End Boring at 15 ft					
					Backfilled with Soil Cuttings and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/22/15 End 10/22/15
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

LOG OF TEST BORING



Project Grand Avenue Area
 Location Van Hise: 220'E of Farley, 6'N of CL
Madison, WI

Boring No. 4
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Emb E	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					1 in. Asphalt Pavement/10 in. Concrete Pavement					
1		12	M	11	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
2		8	M	63/9"	Weathered to Competent, White/Orange/Tan Sandstone BEDROCK					
3		3	M	50/4"	Weathered to Competent, Light Brown Dolomitic Limestone BEDROCK					
					End Boring at 7.5 ft due to Auger Refusal on Competent Bedrock					
					Backfilled with Soil Cuttings and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/22/15 End 10/22/15
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Grand Avenue Area
Mason, 175' SW of Grand, 6' N of CL
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	1 in. Asphalt Pavement/ 9 in. Concrete Pavement					
1	8	M	20		5	Very Stiff, Brown Sandy Lean CLAY (CL)	(3.5)				
					10	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
2	12	M	17		15	Weathered to Competent, White/Orange/Tan Sandstone BEDROCK					
3	12	M	41		20	Weathered to Competent, Reddish-Brown Sandy Dolomitic Limestone BEDROCK					
4	1	M	50/1"		20	End Boring at 10 ft due to Auger Refusal on Competent Bedrock Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/22/15 End 10/22/15
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Grand Avenue Area
 Location Park Place: 180'E of Farley, 6'S of CL
Madison, WI

Boring No. 6
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	10 in. Concrete Pavement				
1	8	M	14	14	/	Hard, Brown Lean CLAY (CL)	(4.5+)			
2	10	M	14	14	.	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)				
3	12	M	25	25	.	Weathered to Competent, White/Orange/Tan Sandstone BEDROCK				
4	6	M	58/8"	58/8"	-	Weathered to Competent, Reddish-Brown Sandy Dolomitic Limestone BEDROCK				
				13		End Boring at 13 ft due to Auger Refusal on Competent Bedrock				
				15		Backfilled with Bentonite Chips and Asphalt Patch				
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/22/15 End 10/22/15
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Grand Avenue Area
 Grand: 60'S of University, 10'E of CL
 Location Madison, WI

Boring No. 7
 Surface Elevation (ft) _____
 Job No. C15051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	11 in. Concrete Pavement				
1		14	M	14	14	FILL: Loose to Medium Dense, Brown/Orange Fine to Medium Sand with Silt and Gravel				
2		16	M	4	16					
3		12	M	9	12					
4		18	M	16	18					
					10	Weathered, Greenish to Grayish-Brown Sandstone BEDROCK				
5		18	M	32	18					
					15	End Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch				
					20					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/22/15 End 10/22/15
 Driller BSD Chief MC Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7842

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.

- 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 - 2016 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 to the Contract Nos. _____ through _____ issued thereto, 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)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of S+L Underground and Trucking, Inc. (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 _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
 SIGNATURE
President
 TITLE, IF ANY

CORPORATE SEAL
 S+L Underground and Trucking, Inc.

Sworn and subscribed to before me this
27 day of January, 2017.
William M. Pulvermacher

WILLIAM M. PULVERMACHER
 Notary Public
 State of Wisconsin

(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 4-2-18
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 7842 – S&L Underground and Trucking, Inc.

Section F: Best Value Contracting (BVC)

This section is a required document for the bid to be considered complete. There are two methods for completing the Best Value Contracting (BVC) form. Method one: The form can be filled out online and submitted to this site to be included with your electronic bid. Method two: The form can be downloaded from the site and submitted by hand to the City of Madison.

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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

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

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

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

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

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

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7842

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: S + L Underground and Trucking, Inc.
Address: W10440 Cty Rd K, P.O. Box 167 Lodi, WI 53555
Telephone Number: 608-592-0625 Fax Number: 608-592-3804
Contact Person/Title: Bill Pulvermacher, Estimator

Prime Bidder Certification

I, Ben Larrabee President of
Name Title
S + L Underground and Trucking, Inc. certify that the information
Company

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

Bill Pulvermacher
Witness' Signature

Ben Larrabee
Bidder's Signature

1-27-17
Date



**GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7842**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
<i>Asst. Sawing</i>	<i>Sawcut</i>	<i>0.4</i> %
<i>Bullet Transit</i>	<i>Trucking</i>	<i>6.6</i> %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u><i>7.0</i></u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: *7.0* %.

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7842

DATE: 1/27/17

S & L Underground and
Trucking, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - L.S.	1.00	\$9,100.00	\$9,100.00
10720.0 - TRAFFIC CONTROL SIGN-PORTABLE ARROW BOARD - DAYS	50.00	\$10.00	\$500.00
10721.0 - TRAFFIC CONTROL SIGN-PORTABLE CHANGEABLE MESSAGE - DAYS	21.00	\$40.00	\$840.00
10801.0 - ROOT CUTTING-CURB & GUTTER - L.F.	20.00	\$18.00	\$360.00
10802.0 - ROOT CUTTING-SIDEWALK - L.F.	20.00	\$18.00	\$360.00
10911.0 - MOBILIZATION - L.S.	1.00	\$33,500.00	\$33,500.00
20101.0 - EXCAVATION CUT - C.Y.	5874.00	\$16.60	\$97,508.40
20130.0 - UNDERDRAIN - L.F.	711.00	\$13.00	\$9,243.00
20140.0 - GEOTEXTILE FABRIC, TYPE SAS (NON-WOVEN) - S.Y.	4765.00	\$2.50	\$11,912.50
20219.0 - BREAKER RUN - TON	3176.00	\$13.00	\$41,288.00
20221.0 - TOPSOIL - S.Y.	8115.00	\$3.70	\$30,025.50
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	104.00	\$3.00	\$312.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	458.00	\$2.00	\$916.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	10332.00	\$5.50	\$56,826.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	7201.00	\$1.90	\$13,681.90
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	28796.00	\$1.80	\$51,832.80
20401.0 - CLEARING - I.D.	384.00	\$30.00	\$11,520.00
20403.0 - GRUBBING - I.D.	384.00	\$30.00	\$11,520.00
20701.0 - TERRACE SEEDING - S.Y.	8115.00	\$1.40	\$11,361.00
21063.0 - EROSION MATTING, CLASS 1, Type A-Organic - S.Y.	8115.00	\$1.40	\$11,361.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	6405.00	\$14.50	\$92,872.50
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	850.00	\$23.60	\$20,060.00
30205.0 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	157.00	\$32.00	\$5,024.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	14402.00	\$4.10	\$59,048.20
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	15210.00	\$5.10	\$77,571.00
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	143.00	\$7.25	\$1,036.75
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	304.00	\$35.00	\$10,640.00
40101.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 1 - TON	3848.00	\$14.40	\$55,411.20
40102.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 2 - TON	3533.00	\$14.40	\$50,875.20
40201.0 - HMA PAVEMENT, TYPE E-0.3 - TON	1153.00	\$58.00	\$66,874.00
40202.0 - HMA PAVEMENT, TYPE E-1 - TON	1429.00	\$55.40	\$79,166.60
40211.0 - TACK COAT - GAL.	1109.00	\$3.10	\$3,437.90
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	10.00	\$61.00	\$610.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	150.00	\$2.20	\$330.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	850.00	\$5.10	\$4,335.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	175.00	\$8.00	\$1,400.00
60820.0 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	75.00	\$8.00	\$600.00
60900.0 - TEMPORARY PAVEMENT MARKING PAINT, LINE, 4-INCH - L.F.	500.00	\$0.50	\$250.00
60940.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 4-INCH - L.F.	500.00	\$0.90	\$450.00
90701.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	50.00	\$25.00	\$1,250.00
90702.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	50.00	\$3.00	\$150.00
20217.0 - CLEAR STONE - TON	1200.00	\$14.70	\$17,640.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	5.00	\$265.00	\$1,325.00
20503.0 - ADJUST INLET - EACH	6.00	\$265.00	\$1,590.00
21002.0 - EROSION CONTROL INSPECTION - EACH	10.00	\$400.00	\$4,000.00
21011.0 - CONSTRUCTION ENTRANCE - LUMP SUM	5.00	\$870.00	\$4,350.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	7.00	\$165.00	\$1,155.00
21013.0 - STREET SWEEPING - EACH	1.00	\$2,800.00	\$2,800.00

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017

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DATE: 1/27/17

S & L Underground and
Trucking, Inc.

Item	Quantity	Price	Extension
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	35.00	\$165.00	\$5,775.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	25.00	\$60.00	\$1,500.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	50.00	\$42.00	\$2,100.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	25.00	\$20.00	\$500.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	50.00	\$140.00	\$7,000.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - L.F.	100.00	\$40.00	\$4,000.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	50.00	\$20.00	\$1,000.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	625.00	\$65.00	\$40,625.00
50741.0 - TYPE H INLET - EACH	28.00	\$2,155.00	\$60,340.00
50761.0 - SADDLED INLET TYPE I - EACH	3.00	\$2,760.00	\$8,280.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$3,500.00	\$3,500.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$1,400.00	\$1,400.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$700.00	\$700.00
20312.0 - REMOVE CATCHBASIN - EACH	6.00	\$515.00	\$3,090.00
20313.0 - REMOVE INLET - EACH	18.00	\$435.00	\$7,830.00
20314.0 - REMOVE PIPE - L.F.	376.00	\$21.00	\$7,896.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	36.00	\$191.00	\$6,876.00
50101.0 - RCBC ROOF REPAIR, TYPE I - EACH	1.00	\$1,100.00	\$1,100.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1615.00	\$0.01	\$16.15
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	77.00	\$66.00	\$5,082.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	600.00	\$70.00	\$42,000.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	135.00	\$80.00	\$10,800.00
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	178.00	\$102.00	\$18,156.00
50499.0 - CONCRETE COLLAR - EACH	4.00	\$485.00	\$1,940.00
50723.0 - 3'X3' STORM SAS - EACH	5.00	\$2,240.00	\$11,200.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$2,910.00	\$2,910.00
50792.0 - STORM SEWER TAP - EACH	10.00	\$715.00	\$7,150.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	8.00	\$550.00	\$4,400.00
50904.0 - FURNISH AND INSTALL CIPP TO REHABILITATE 12-INCH DIAMETER STORM SEWER MAINS - L.F.	329.00	\$60.00	\$19,740.00
90030.0 - SCREEN TREATMENT DEVICE - LUMP SUM	1.00	\$60,000.00	\$60,000.00
90031.0 - 3'X6' SAS W/ H-INLET - EACH	1.00	\$4,300.00	\$4,300.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10914.0 - MOBILIZATION FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$3,200.00	\$3,200.00
20102.0 - ROCK EXCAVATION - C.Y.	910.00	\$105.00	\$95,550.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	20.00	\$698.00	\$13,960.00
20314.0 - REMOVE PIPE - L.F.	74.00	\$34.00	\$2,516.00
50212.0 - SELECT FILL FOR SANITARY SEWER MAIN - T.F.	6681.50	\$0.01	\$66.82
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	231.00	\$55.00	\$12,705.00
50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35/ SDR-26 - L.F.	3577.00	\$72.00	\$257,544.00
50302.0 - 10" PVC SANITARY SEWER PIPE SDR-35/ SDR-27 - L.F.	183.50	\$84.00	\$15,414.00
50353.0 - SANITARY SEWER LATERAL SDR-35/SDR-26 - L.F.	2921.00	\$39.00	\$113,919.00
50354.0 - RECONNECT SANITARY LATERAL - EACH	105.00	\$1,500.00	\$157,500.00
50357.0 - COMPRESSION COUPLING - EACH	2.00	\$510.00	\$1,020.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$7,900.00	\$7,900.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	250.00	\$75.00	\$18,750.00
50701.0 - 4' DIA. SANITARY SAS - EACH	18.00	\$3,350.00	\$60,300.00
50781.0 - 8 INCH SANITARY SEWER OUTSIDE DROP - VF	3.00	\$360.00	\$1,080.00
50791.0 - SANITARY SEWER TAP - EACH	9.00	\$1,150.00	\$10,350.00

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017

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S & L Underground and
Trucking, Inc.

Item	Quantity	Price	Extension
50801.0 - UTILITY LINE OPENING (ULO) - EACH	1.00	\$660.00	\$660.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$1,875.00	\$1,875.00
10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$49,500.00	\$49,500.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	15.00	\$8.00	\$120.00
30201.0 - TYPE "A" CONCRETE CURB AND GUTTER - L.F.	15.00	\$25.00	\$375.00
50226.0 - UTILITY TRENCH PATCH TYPE III - S.Y.	135.00	\$46.00	\$6,210.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	2.00	\$550.00	\$1,100.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	185.00	\$92.00	\$17,020.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2620.00	\$86.00	\$225,320.00
70006.0 - FURNISH AND INSTALL 16 INCH PIPE & FITTINGS - L.F.	55.00	\$380.00	\$20,900.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	12.00	\$1,440.00	\$17,280.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	13.00	\$1,800.00	\$23,400.00
70035.0 - FURNISH AND INSTALL 16-INCH WATER VALVE - EACH	6.00	\$3,470.00	\$20,820.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	11.00	\$3,800.00	\$41,800.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	3.00	\$3,900.00	\$11,700.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	95.00	\$1,130.00	\$107,350.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	2.00	\$2,250.00	\$4,500.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$1,980.00	\$1,980.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	14.00	\$4,200.00	\$58,800.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	2.00	\$1,326.00	\$2,652.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	11.00	\$1,200.00	\$13,200.00
70090.0 - ABANDON WATER VALVE BOX - EACH	18.00	\$156.00	\$2,808.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	12.00	\$700.00	\$8,400.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	160.00	\$13.00	\$2,080.00
70104.0 - ADJUST WATER VALVE BOX - EACH	8.00	\$295.00	\$2,360.00
70106.0 - ROCK EXCAVATION - C.Y.	1000.00	\$1.00	\$1,000.00
Section B: Alternate 1			
70002 - FURNISH AND INSTALL 6-INCH DUCTILE IRON PIPE & FITTINGS - L.F.	185.00	\$90.00	\$16,650.00
Section B: Alternate 2			
70003 - FURNISH AND INSTALL 8-INCH DUCTILE IRON PIPE & FITTINGS - L.F.	2620.00	\$84.00	\$220,080.00
Section B: Alternate 3			
70006 - FURNISH AND INSTALL 16-INCH DUCTILE IRON PIPE & FITTINGS - L.F.	55.00	\$376.00	\$20,680.00
125 Items	Totals		\$2,736,911.42

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, 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.

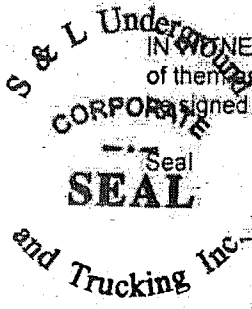
The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7842

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.

PRINCIPAL

S & L Underground and Trucking, Inc.

Name of Principal

B J Zeh

By

1/27/2017
Date

Ben Harrabee, President
Name and Title

Seal

SURETY

Granite Re. Inc.

Name of Surety

Connie Smith

By

January 20, 2017
Date

Connie Smith, Attorney-in-Fact
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2017, 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.

January 20, 2017
Date

Connie Smith
Agent Signature

2920 Enloe Street
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.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257



Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

20th day of January, 2017



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of March in the year Two Thousand and Seventeen between S & L UNDERGROUND AND TRUCKING, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted FEBRUARY 28, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain 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 contract; 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:

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7842

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 TWO MILLION SEVEN HUNDRED THIRTY SIX THOUSAND NINE HUNDRED ELEVEN AND 42/100 (\$2,736,911.42) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under 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.

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. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), 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)(I), 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.

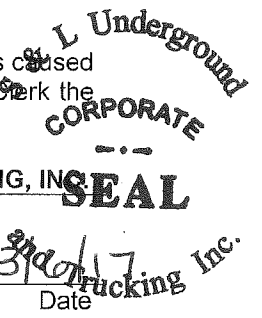
c. Exemptions: This section shall not apply when:

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.

**GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7842**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.



Countersigned:

Erin Steele 3/6/17
Witness Date
Erin Steele 3/6/17
Witness Date

S & L UNDERGROUND AND TRUCKING, INC.
Company Name
B. Z. Z. 3/6/17
President Date
Danasee 3/6/17
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Ed Delmedico
Finance Director
Signed this 30th day of March, 2017
Daulini
Witness
Michael Guist
Witness

Neil P. My
City Attorney
Paul 30 March 2017
Mayor Date
Maibeth Witzel-Bell 3-7-17
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we S & L UNDERGROUND AND TRUCKING, INC., as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of TWO MILLION SEVEN HUNDRED THIRTY SIX THOUSAND NINE HUNDRED ELEVEN AND 42/100 (\$2,736,911.42) 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:

GRAND AVENUE, VAN HISE AVENUE, PARK PLACE AND MASON STREET
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7842

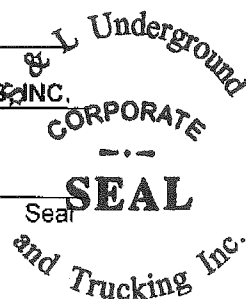
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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 6th day of March, 2017

Countersigned:

Erika Gleason
Witness
Janasee
Secretary

S & L UNDERGROUND AND TRUCKING, INC.
Company Name (Principal)
[Signature]
President



Approved as to form:

[Signature]
City Attorney

Granite Re, Inc.
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 2587929 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

03/06/2017
Date

[Signature]
Agent Signature Connie Smith

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257



Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 6 day of MARCH, 2013



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer