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File #: 65763 Version: 1 Name: Awarding Public Works Contract No. 8585, Dearholt Road Assessment District - 2021.

Type: Resolution Status: Passed

File created: 6/2/2021 In control: Engineering Division

On agenda: 7/6/2021 Final action: 7/6/2021

Enactment date: 7/12/2021 Enactment #: RES-21-00461

Title: Awarding Public Works Contract No. 8585, Dearholt Road Assessment District - 2021. (10th AD)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 1. 8585.pdf, 2. 8585 contract.pdf

[History \(3\)](#) [Text](#)

Fiscal Note

The proposed resolution authorizes awarding the contract for Dearholt Assessment Assessment District - 2021 at a total estimated cost of \$1,297,560. Funding for the project is available in the following Munis accounts. No additional appropriation is required.

13282-402-170:	\$137,180
13542-83-170:	\$50,150
13282-84-170:	\$42,350
13651-84-174-84100:	\$1,430
13282-402-174:	\$73,820
13282-84-174:	\$170,340
13541-84-174:	\$434,430
13542-83-173:	\$387,860

Title

Awarding Public Works Contract No. 8585, Dearholt Road Assessment District - 2021. (10th AD)

Body

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 bidder 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. 8585) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8585
DEARHOLT ROAD ASSESSMENT DISTRICT - 2021

S&L UNDERGROUND, INC.

\$1,201,437.81

Acct. No. 13282-402-170: 54410 (91350)	\$ 127,016.66
Contingency 8%+	<u>10,163.34</u>
Sub-Total	\$ 137,180.00
Acct. No. 13542-83-170: 54410 (91350)	\$ 46,434.00
Contingency 8%+	<u>3,716.00</u>
Sub-Total	\$ 50,150.00
Acct. No. 13282-84-170: 54410 (91350)	\$ 39,214.00
Contingency 8%+	<u>3,136.00</u>
Sub-Total	\$ 42,350.00
Acct. No. 13651-84-174-84100: 54445 (91345)	\$ 1,320.00
Contingency 8%+	<u>110.00</u>
Sub-Total	\$ 1,430.00
Acct. No. 13282-402-174: 54445 (91345)	\$ 68,355.00
Contingency 8%+	<u>5,465.00</u>
Sub-Total	\$ 73,820.00
Acct. No. 13282-84-174: 54445 (91345)	\$ 157,717.66
Contingency 8%+	<u>12,622.34</u>
Sub-Total	\$ 170,340.00
Acct. No. 13541-84-174: 54445 (91345)	\$ 402,247.30
Contingency 8%+	<u>32,182.70</u>
Sub-Total	\$ 434,430.00
Acct. No. 13542-83-173: 54445 (91345)	\$ 359,133.19
Contingency 8%+	<u>28,726.81</u>
Sub-Total	\$ 387,860.00
GRAND TOTAL	<u>\$1,297,560.00</u>



Wisconsin
State Based Systems

Demographics

Company Name: Granite Re, Inc.	NAIC CoCode: 26310	Short Name:
SBS Company Number: 54219575	State of Domicile: Minnesota	FEIN: 73-1282413
Domicile Type: Foreign	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 7 - FEDERATED MUT GRP		Date of Incorporation: 11/13/1986
Merger Flag: No		

Address

Business Address 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	Mailing Address 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	Statutory Home Office Address 121 E PARK SQ OWATONNA, MN 55060 United States	Main Administrative Office Address 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States
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Phone, Email, Website

Phone	Email	Website										
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Toll Free Phone</td> <td>(800) 440-5953</td> </tr> <tr> <td>Fax Phone</td> <td>(405) 749-8800</td> </tr> <tr> <td>Business Primary Phone</td> <td>(405) 752-2600</td> </tr> <tr> <td>Business Primary Phone</td> <td>(507) 455-5200</td> </tr> </tbody> </table>	Type	Number	Toll Free Phone	(800) 440-5953	Fax Phone	(405) 749-8800	Business Primary Phone	(405) 752-2600	Business Primary Phone	(507) 455-5200	No results found.	No results found.
Type	Number											
Toll Free Phone	(800) 440-5953											
Fax Phone	(405) 749-8800											
Business Primary Phone	(405) 752-2600											
Business Primary Phone	(507) 455-5200											

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 11/14/2001
Status: Active	Legacy State ID: 111841	Expiration Date:
Effective Date: 01/01/2020	Approval Date:	File Date:
Issue Date: 11/14/2001	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries Showing 1 to 3 of 36 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	01/07/2021	03/15/2022
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	01/07/2021	03/15/2022
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		03/21/2012	01/07/2021	03/15/2022

Line Of Business

Line of Business	Citation Type	Effective Date
Surety Insurance	Surety Insurance	11/14/2001

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process					Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$1,201,437.81
ORIGINAL

BID OF S&L UNDERGROUND, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DEARHOLT ROAD ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8585

MUNIS NO. 13282

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 6, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**DEARHOLT ROAD ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8585**

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This Proposal, and Agreement have
been prepared by:

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

RF- Greg Fries

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

RFP: az

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	DEARHOLT ROAD ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	8585
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MAY 27, 2021
BID SUBMISSION (2:00 P.M.)	JUNE 3, 2021
BID OPEN (2:30 P.M.)	JUNE 3, 2021
PUBLISHED IN WSJ	MAY 20 & 27, 2021

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtorresmeza@cityofmdison.com.

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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 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). of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City may

exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant

and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

DEARHOLT ROAD ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8585

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

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

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 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, replacement of sanitary sewer and storm sewer main, spot replacement of water main, curb and gutter, driveway aprons, pulverize and shape existing pavement, and asphalt pavement.

The construction project limits for the work on Dearholt Road are between Milward Drive to Odana Road. The project is approximately 1,000 ft. in length. The construction limits for the sanitary sewer work are from Odana Hills Park to Odana Road. The construction limits for the storm sewer work are from Odana Pond through Odana Road.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Existing Items to Remain

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

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

Access to Properties

The Contractor shall maintain access to all properties along the project area at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents on Dearholt Road 48 hours before any work is done that would obstruct their driveways.

Archeological Site

During excavation for utility installation within Odana Hills Park, archeological materials may be found underneath the fill soil. If archaeological materials are found or unusual soils encountered during the project, it is recommended that all ground disturbing construction activities cease and that the Principal Investigator or the Office of Historic Preservation at the Wisconsin Historical Society be consulted prior to continuing work.

Coordination with City Parks

The Contractor shall not stockpile materials or stage equipment outside of the slope intercept within Odana Hills Park. The Contractor and Construction Engineer shall meet with the Parks Department prior to the start of work within Odana Hills Park to review park impacts. The contact for Odana Hills Park is Chad Hughes, CMHughes@cityofmadison.com.

Coordination with Madison Metropolitan School District (MMSD) Transportation Services

MMSD has a school bus stop at the northeast corner of Dearholt Road and Milward Drive. The Contractor shall maintain the bus stop for the duration of construction. The MMSD school bus 8:10-8:15 AM route travels south along Wedgewood Way, right onto Milward Drive, right onto Dearholt Road (bus stop), left onto Odana Road, left onto Odana Lane, left onto Fairway Drive (bus stop), left onto Coney Weston Place, left onto Dearholt Road, left onto Odana and continuing to Whitney Way. The 3:55-4:00 PM bus route travels along Odana Road, right onto Odana Lane, left onto Fairway Drive (bus stop), left onto Coney Weston Place, right onto Dearholt Road, left onto Milward Way (bus stop), and left onto Wedgewood Way. When Dearholt Road is closed, MMSD will detour portions of the route around the work zone. The Contractor shall notify MMSD via email 1 week advance of the detour. The email subject line shall read "School Bus Detour – Dearholt Road Route". The contacts for MMSD is Michael LaCount, mlacount@madison.k12.wi.us, Mick Howen, mjhowen@madison.k12.wi.us, and Jenni Lawler, jennil@badgebus.com. While the Contractor is working between Milward Drive and Coney Weston Place, the bus shall use Milward Drive to Coney Weston Place to get back to Dearholt Road. While the Contractor is working between Coney Weston Place and Odana Road, the bus shall use Coney Weston Place to Wedgewood Way to get back to Odana Road. While the Contractor is working within the Dearholt Road/Odana Road intersection, the bus shall use Coney Weston Place to Wedgewood Way to South Segoe Road to get back to Odana Road.

Coordination with Utilities

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

ATC (underground), AT&T (overhead), and Madison Gas (underground) and Electric (overhead) have underground and/or overhead facilities within the project limits.

ATC has an underground facility along Odana Road. No conflicts are anticipated.

AT&T has an overhead facilities along the north side of Odana Road. No conflicts are anticipated.

MG&E electric has 2 electric poles that shall be held by the Contractor. The contractor shall ensure existing MG&E poles (STA 106+40, 44' RT & STA 115+20, 20' LT) near storm sewer structures will not move or shift due to the construction activity. The contractor shall either install shoring or supply a piece of equipment to hold the pole in place while excavating in the adjacent area. MG&E shall provide assistance and direction on how to secure the MG&E pole to a piece of contractor equipment at no cost to the contractor but the contractor shall be responsible for supplying the suitable piece of equipment per MG&E's requirements. For the pole at STA 115+20, the Contractor shall hold the pole prior to MG&E removing the 3 guy wires. The Contractor shall hold the pole until MG&E replaces guy wires. MG&E requires 1 week notification prior to excavation to coordinate the attachment of equipment for the pole hold if that is the contractor method of ensuring the pole will not move as a result of the adjacent excavation.

MGE is planning to replace 2" ST 20 PSI gas main along the east side of Dearholt Rd. It is anticipated that this work will take approximately 20 working days to complete. MG&E plans to complete the work ahead of construction. In the event of a conflict, MGE needs at least 7 days to resolve conflicts after being notified by the Construction Engineer. This time is needed in order to apply and receive Street Opening Permit, one-call the location and schedule crews. In the event of minor gas main damage such as scratches, coating damage or tracer wire damage, please contact the West Side Road King at 608-235-0237. All gas main should be assumed in-service unless verified by MGE.

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Jerry Schippa, City Traffic Engineering, jschippa@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

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. Traffic control necessary to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

Maintain sidewalk at all times, except under direction of the Construction Engineer. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison

Maintain pedestrian movements crossing the construction zone at the intersection Dearholt Road and Odana Road, except under direction of the Construction Engineer. Pedestrian crossings of the intersection shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of rubber mats to provide a flat, clearly-defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area.

Construction equipment or materials shall not be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits.

The contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

Dearholt Road

Dearholt Road may be closed to through traffic, at the project limits, for the duration of the project. Maintain emergency vehicle access at all times. Notify residents 48 hours prior to blocking their driveway. Post and maintain temporary "No Parking" signs during construction, as needed. Contact John Villarreal, Parking Utility, 608-267-8756, jvillarreal@cityofmadison.com to obtain "No Parking" signs.

There are 4 possible access points for Dearholt Road – Dearholt Road at Milward Drive, Dearholt Road at Fairway Drive, Dearholt Road at Coney Weston Place, and Dearholt Road at Odana Road. Two of these intersections shall remain open at all times in order to maintain local and emergency vehicle access to all properties at all times.

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

Odana Road

Odana Road may be fully closed for up to three consecutive days to complete the sanitary sewer and type III trench patch work within Odana Road.

Odana Road may be fully closed for up to six consecutive days to complete the storm sewer, asphalt paving, and pavement marking work within Odana Road,

Electronic, changeable message boards, for each direction of travel, shall be in place for at least seven days prior to the first day of each closure, near Dearholt Road. During the closure, relocate the message boards further out from the Dearholt Road with the closure dates, to notify the public of the closure schedule.

Metro Transit Notification:

Metro Transit operates one eastbound bus every 30 minutes and one westbound bus every 30 minutes on Odana Road. Coordinate any changes to bus routes/stops with Tim Sobota, Metro Transit, tsobota@cityofmadison.com, 608-261-4289. Additionally, notify Metro Transit at least seven days prior the closure of Odana Road by emailing metronotice@cityofmadison.com.

SECTION 108.2 PERMITS

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

- Army Corps of Engineers General Permit
- WI-DNR Chapter 30 Permit
- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- Sewer Extension Permit (for gravity sanitary sewer)

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

- Wisconsin DNR Type II Dewatering

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

With regard to Control of Invasive or Exotic Species, the Chapter 30 permit will stipulate that any equipment or materials that may be in contact with invasive or exotic species shall be decontaminated prior to and after work at the project site. It shall be the Contractor's responsibility to comply with decontamination requirements.

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall complete all work within Odana Hills Park on or before **November 19, 2021**. The completion date for all work is **June 24, 2022**. Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected 2021 start date and the selected 2022 start date.

BID ITEM 10912 – ROOT CUTTING – CURB & GUTTER

BID ITEM 20101 – EXCAVATION CUT

BID ITEM 20130 – UNDERDRAIN

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)

BID ITEM 20219 – BREAKER RUN

The contract quantities are undistributed amounts to be used at the direction of the Construction Engineer. It is assumed that 10% of Dearholt Road will have to be undercut and that material will be wasted. The Contractor shall not waste any materials within Odana Hills Park.

BID ITEM 20404 – CLEARING

BID ITEM 20409 – GRUBBING

DESCRIPTION

These bid items are to be used for Clearing and Grubbing trees and brush that are part of a tree or brush line as shown on the plans. All work for clearing and grubbing the tree and brush lines shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees/brush under 3 inches.

METHOD OF MEASUREMENT

These bid items for Clearing and Grubbing are to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

These items, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

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.

BID ITEM 21031 – INLET PROTECTION, TYPE C – COMPLETE

Type C inlet protection shall be allowed where it is not possible to install RIGID FRAME INLET PROTECTION. Installation shall be approved by the Construction Engineer, inspected weekly, and maintained or replaced when there is debris or damage.

ARTICLE 301.8(a) COLD WEATHER PROTECTION

The cold weather protection of proposed concrete driveways and curb and gutter is considered incidental to this contract.

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK

BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELD

BID ITEM 40101 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1

BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2

The contract quantities are undistributed amounts to be used at the direction of the Construction Engineer.

BID ITEM 40311 – PULVERIZE AND SHAPE

The removal of material shall be considered incidental to this bid item.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

8", 10", and 12" ASTM D3034 SDR-35 sewer main and laterals as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301, 50302, & 50303) and Sanitary Lateral (Bid Item 50353). , 8" and 12" AWWA C900 pressure sewer main as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50321 & 50323).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction, 2021 Edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under Sanitary Sewer Tap (Bid Item 50791). All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Connection of new pipes to existing structures shall utilize compression couplings where existing PVC sanitary main is installed at existing sewer access structures. Where it is not possible to connect with compression couplings, the connection shall be accommodated with a Sanitary Sewer Tap (Bid Item 50791) and Reconstruct Bench & Flowline(s) (Bid Item 50103).

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

STORM SEWER GENERAL

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

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. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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 specifically called for or 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.

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

BID ITEM 50201 – ROCK EXCAVATION

All work under this bid item shall be completed per the Standard Specifications, including Section 704.22. The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 50202 – TYPE II DEWATERING

DESCRIPTION

This item is intended to cover any and all dewatering required for installation storm and sanitary sewer, including dewatering required for installation of elliptical pipe and apron end at North Odana Hills Ponds. Dewatering shall be in accordance with Article 502 of the Standard Specifications. Note that the Contractor shall be responsible for obtaining any permits required by DNR for this work, and for complying with such permits, including any reporting requirements.

The Contractor shall be responsible for designing a dewatering plan to fit his/her construction methods and for permitting said plan if required.

The Contractor shall be aware that any dewatering (including trench dewatering) shall be treated prior to discharge. The pumped water shall be treated to remove suspended solids. At a minimum, this treatment shall include running the pump water through a geotextile sediment bag, prior to discharge to the storm sewer. This geotextile sediment bag shall have a 0.040 mm apparent opening size (AOS). If, at the determination of the Engineer, this treatment process is not providing sufficient sediment removal the Contractor shall add a polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B.

Polymer would be added to the sediment bag in amounts as recommended by the manufacturer based on the pump rates being experienced on the site.

If necessary, the Contractor shall obtain, from the Wisconsin Department of Natural Resources (WDNR), in accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits for all groundwater control wells which singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The address for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
BOX 7921
Madison, Wisconsin 53707

The Contractor shall be solely responsible for choosing a method of groundwater control, which is compatible with the constraints defined. The Contractor shall be responsible for the adequacy of the groundwater control system and shall take all necessary measures to ensure that the groundwater control operation will not endanger or damage any existing adjacent utilities or structures.

The method or methods shall be designed, installed and operated in such a manner to provide satisfactory working conditions and to maintain the progress of work. The methods and systems shall be designed so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of groundwater shall be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patch shall be installed over sanitary sewer and storm sewer trenches within the Dearholt Road/Odana Road intersection beyond the Dearholt Road sawcut limits in 2021 and 2022.

BID ITEM 50353 – SANITARY SEWER LATERAL - RESURFACING **BID ITEM 50355 – SANITARY SEWER LATERAL – PRESSURE PIPE**

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. Contractors are encouraged to have a sonde locator device on-site if they intend to start laying lateral pipe at the property line.

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 proposed curb.

BID ITEM 50361 – WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced) with an average peak flow of 800 gpm. Existing sewer main in Odana Hills Park is 18" CIP RCP and average peak flow has been measured by City Engineering at peak service times, but full capacity could carry up to 1600 gpm. Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction- Latest Edition

METHOD OF MEASUREMENT

Wastewater Control shall be measured by the Lump Sum acceptably completed.

BASIS OF PAYMENT

Wastewater Control, measured as described, shall be paid full compensation for all materials, labor, and incidentals necessary to acceptably complete the work set forth in the description.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction latest edition, Section 503.3(c), each sanitary 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 50486 – 38 INCH X 60 INCH HERCP AE

DESCRIPTION

Work under this bid item shall include installation of the 38" x 60" HERCP apron end and incidentals required to prepare, protect the work and the pond, and install the sewer.

A waterbody protection plan shall be provided by the Contractor and approved by the Inspector and Engineer prior to construction. Additionally, requirements provided by the WDNR or local officials may be updated in coordination with the Contractor up to or after project start. Waterbody protection shall be considered incidental to this BID ITEM. Dewatering shall be paid under BID ITEM 50202.

Joint ties, cutoff wall, Type HR geotextile fabric, and riprap with Type B slurry shall be installed per Standard Detail Drawing (S.D.D.) 5.4.4 and paid as incidental to this BID ITEM. Pipes shall have joint ties installed per S.D.D. 5.4.6 & Section 504.2.

No gate shall be installed.

METHOD OF MEASUREMENT

38 INCH X 60 INCH HERCP AE shall be measured by the EACH acceptably completed.

BASIS OF PAYMENT

38 INCH X 60 INCH HERCP AE, measured as described, shall be paid full compensation for all materials, labor, and incidentals necessary to acceptably complete the work set forth in the description.

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Where called out for on the plan or by the Engineer, barrel joints shall be sealed on sanitary sewer structures around the outside circumference of the Sewer Access Structure. Manhole joint seal shall be minimum of nine (9) inches wide. The seal shall consist of flexible rubberize seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.

Acceptable products and manufacturers are the following:

1. Mac Wrap, Mar Mac Manufacturing Company, Inc.
2. NPC External Joint Seal, NPC, Inc.
3. EZ-Wrap, Press-Seal Gasket Corporation
4. Riser-Wrap, Pipeline Seal and Insulator

Alternate manufacturers and products not listed above are subject to pre-approval by the Engineer

METHOD OF MEASUREMENT

External Sanitary Sewer Access Structure Joint Seal shall be measured separately as each for each sewer structure wrapped.

BASIS OF PAYMENT

External Sanitary Sewer Structure Joint Seal will be paid for at the contract price, and is considered full compensation for all work as listed above.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

This contract includes 5 additional undistributed ULOs to be performed at the direction of the Engineer

BID ITEM 90001 – MAINTAIN DRIVEWAY ACCESS

DESCRIPTION

Maintain Driveway Access shall consist of all work, materials and incidentals necessary to maintain access to the driveways of properties identified on the plans, as identified in the special provisions, or as directed by the Construction Engineer. The Contractor shall maintain access to 733 Dearholt Road at all times and for the duration of the project. This contract includes 3 additional undistributed locations to be used at the direction of the Construction Engineer.

This work may involve constructing temporary accesses using materials approved by the Construction Engineer, using steel plates, limiting the size of the work areas around and within the driveways, or using high early strength concrete. Maintaining access may also involve performing work outside of scheduled work hours or outside of the Contractor's planned phasing of the project, if approved or directed by the Construction Engineer. If constructing a temporary access, the Contractor shall ensure that proper drainage is maintained while the temporary access is in use, which includes grading of the temporary access and installation of temporary culverts or piping, as necessary. This item also includes removal of any temporary materials along with any necessary restoration of the area disturbed by the temporary access.

METHOD OF MEASUREMENT

Maintain Driveway Access shall be measured by Each location acceptably completed.

BASIS OF PAYMENT

Maintain Driveway Access shall be paid for at the contract unit price for all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90002 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage

through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic. This contract includes 4 undistributed locations to be used at the direction of the Construction Engineer.

MATERIALS

Furnish a hard temporary surface material consisting of asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material and rubber matting is not acceptable.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary crosswalk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

Temporary Crosswalk Access shall be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90030 – RELOCATE WATER LATERAL SERVICE

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not be limited to, installation of vertical offsets to go beneath the proposed storm sewer, or horizontal offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size and material, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact Jeff Belshaw (jbelshaw@madisonwater.org. (608) 261-9835) for coordination if water service relocation may be necessary.

METHOD OF MEASUREMENT

Relocate Water Lateral Service shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

Relocate Water Lateral Service shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including sub-base, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90031 – RELOCATE WATER MAIN

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction, Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work. Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

METHOD OF MEASUREMENT

Relocate Water Main shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

Relocate Water Main shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90032 – UTILITY TRENCH PATCH

DESCRIPTION

The Contractor shall install a utility trench patch type III per Article 502.1(f) of the Standard Specifications over any sanitary sewer, water main, and storm sewer trenches within Dearholt Road for utility work completed in 2021 except the Contractor shall modify the base course and asphalt thickness. The base course shall be replaced to a depth of the existing base course at a minimum. The pavement shall be replaced with 2-inches of asphalt and provide a smooth driving surface that drains street water to the curb and gutter.

The Contractor shall install a utility trench patch type IV per Article 502.1(f) of the Standard Specifications over any sanitary sewer, water main, and storm sewer trenches within Dearholt Road for utility work completed in 2022.

METHOD OF MEASUREMENT

Utility Trench Patch shall be measured by length in feet, measured along the centerline of the trench as measured at the road surface.

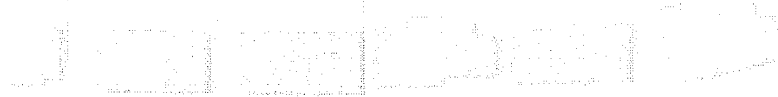
BASIS OF PAYMENT

Utility Trench Patch shall be paid for at the contract unit price which is full compensation for furnishing all materials necessary to restore the pavement, but shall not include the Select Fill material required to backfill the trench; and includes placing, consolidating and compacting the materials used to restore the pavement; full depth sawcuts, and all other work incidental to the installation of utility trench patches.

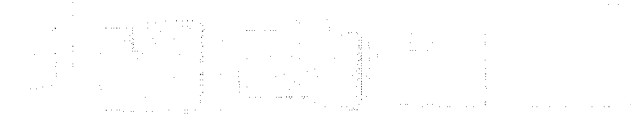
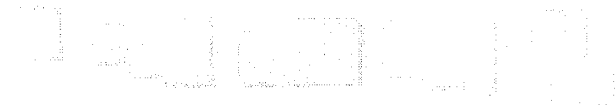
ODANA RD

ODANA RD

DEARHOLT RD



CONEY WILSON PL



DEARHOLT RD

FAIRWAY DR




B1



MILWARD DR

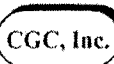
Legend

 Denotes Boring Location

Notes

1. Boring locations are approximate
2. Soil Borings performed by Badger State Drilling in December 2020

Scale: Reduced

Job No. C19051-35		SOIL BORING LOCATION MAP Dearholt Road Madison, Wisconsin
Date: 11/2020		



LOG OF TEST BORING

Project Dearholt Road
115'N of Milward, 8'E of CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 987±
 Job No. C20051-35
 Sheet 1 of 1

2921 Ferry 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)		q _u (qa) (tsf)	W	LL	PL	LI
				5	X	5.5 in. Asphalt/8 in. Base Course				
1	18	M	24		X	Medium Dense, Brown and Dark Brown Fine to Medium SAND, Some Silt, Trace Gravel (SM)				
2	12	M	18		X	Medium Dense to Dense, Brown Sandy SILT, Some Gravel, Scattered Cobbles and Boulders (ML)				
3	18	M	29		X					
4	18	M	33		X	End Boring at 15 ft Borehole Backfilled with Bentonite Chips and Asphalt Patch				
5	14	W	42		X					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇ 13.5'	Upon Completion of Drilling	NW		Start	12/17/20	End	12/17/20	
Time After Drilling	_____				Driller	BSD	Chief	MC	Rig CME-55
Depth to Water	_____			∇	Logger	DC	Editor	ESF	
Depth to Cave in	_____			10'	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 Dearholt Road
70'N of Coney Weston, 5'W of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 983±
 Job No. C20051-35
 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)		q _u (qa) (tsf)	W	LL	PL	LI
					5.5 in. Asphalt/9 in. Base Course					
1	18	M	8		Medium Stiff, Brown Lean CLAY, Some Sand (CL)	(0.75)				
2	18	M	10		Loose to Medium Dense, Brown Sandy SILT (ML)					
3	6	M	59/10"		Very Dense, Brown and Dark Brown Fine to Medium SAND, Some Silt and Gravel (SM)					
4	12	M	85/8"		End Boring at 10 ft Due to Auger Refusal on Presumed Boulder or Possible Bedrock Borehole Backfilled with Bentonite Chips and Asphalt Patch					

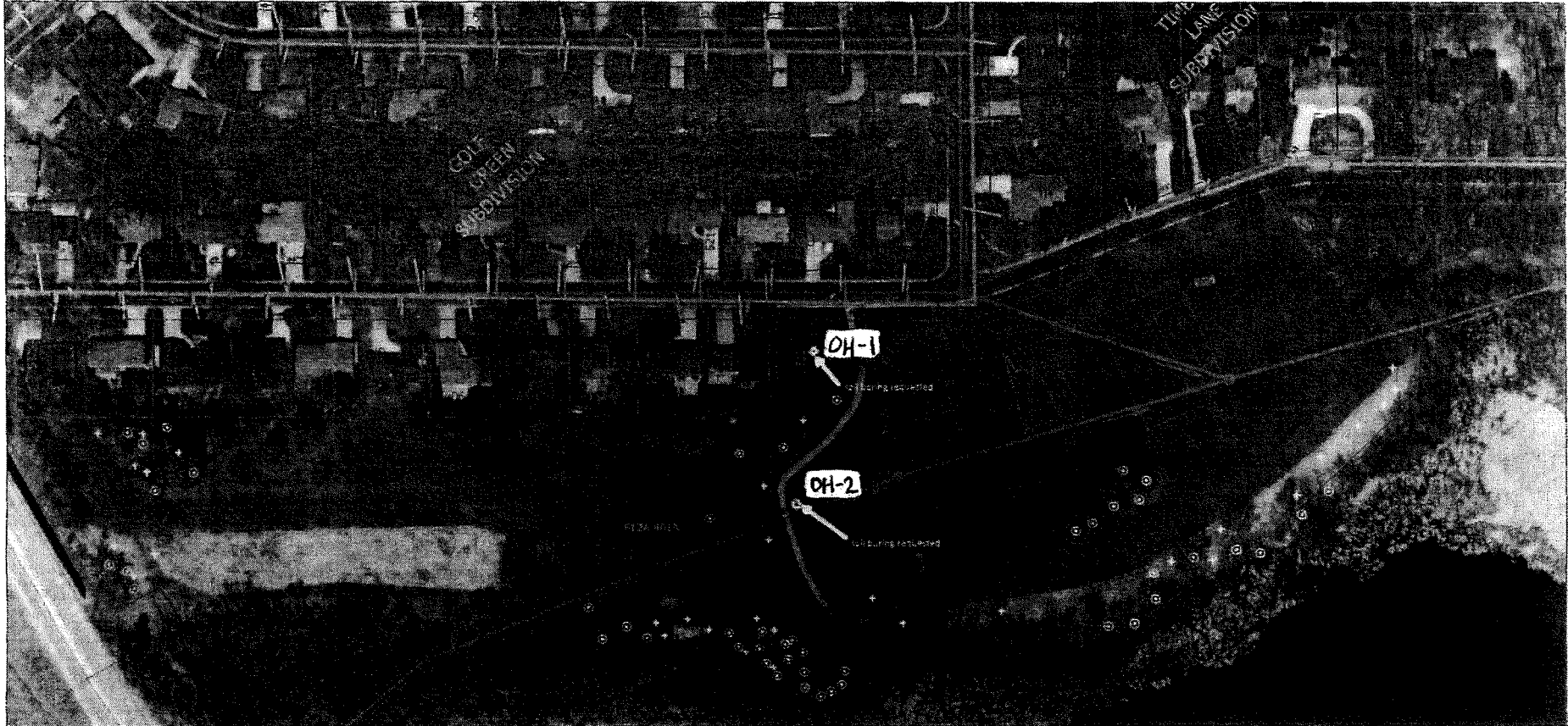
WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/17/20 End 12/17/20
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



Time: 8/10/2017 2:39:15 PM

Session: C:\Users\pakik\Desktop\GT viewer.gts

City of Madison, WI - GIS/Mapping data

Printed By: pakik

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages

ODANA HILLS PARK
BORING LOCATION MAP



LOG OF TEST BORING

Project Madison City Parks
Odana Hills Park
 Location City of Madison, Dane Co., WI

Boring No. OH-1
 Surface Elevation (ft) _____
 Job No. C17051-260
 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
				± 17 in.	TOPSOIL (OL)					
1	16	M	7	5	Stiff, Gray/Brown (Mottled) Lean CLAY, Trace Sand (CL)	(1.5-2.0)				
2	12	M	6	5		(1.0-1.5)				
3	16	M/W	6	10	Stiff/Loose, Gray/Brown (Laminated) Silty CLAY and SILT (CL-ML/ML)	(1.25-1.5)				
4	15	M/W	9	10	Loose, Dark Brown Fine to Medium SAND, Little Gravel, Trace Silt, Scattered Tan Silt Pockets and Cobbles/Boulders (SP)					
				11.2	<i>Hard Drilling below 11.2 ft</i>					
				11.9	End of Boring/Auger Refusal on Probable Boulder at 11.9 ft					
				15	Borehole Backfilled with Bentonite Chips					
				20						
				25						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 7.4' Upon Completion of Drilling 7.4'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 8/24/17 End 8/24/17
 Driller SE Chief CJ Rig Geoprobe
 Logger CJ Editor TFG 7822DT
 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 Madison City Parks
Odana Hills Park
 Location City of Madison, Dane Co., WI

Boring No. OH-2
 Surface Elevation (ft) _____
 Job No. C17051-26P
 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	± 11 in. TOPSOIL (OL)					
1	14	M	4	4	Loose, Gray/Dark Gray/Brown (Laminated) SILT, Scattered Roots (ML - Possible Lower Horizon Topsoil)					
2	13	M	13	13	Very Stiff, Gray/Brown (Lightly Mottled) Lean CLAY, Trace Sand (CL)	(2.0-2.5)				
3	16	M	4	16	Very Loose to Loose, Gray/Brown Silty Fine to Medium SAND, Little Clay and Gravel, Scattered Cobbles/Boulders (SM-SC)					
4	7	W	1/18"	17	Very Loose, Gray/Reddish Brown Fine to Medium SAND, Little to Some Silt, Trace Clay and Gravel (SP-SM/SM)					
5	18	W	WOH	18	Very Loose, Brown Fine to Medium SAND, Little Silt and Gravel, Trace Clay, Scattered Cobbles/Boulders (SP-SM)					
6	17	W	WOH	17						
20					End of Boring at 20 ft					
25					Borehole Backfilled with Bentonite Chips					
30					Boring Offset 4 ft North from Staked Location due to Sanitary Sewer					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 9.2' Upon Completion of Drilling 9.2'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 8/24/17 End 8/24/17
 Driller SE Chief CJ Rig Geoprobe
 Logger CJ Editor TFG 7822DT
 Drill Method 2.25 HSA; Autohammer

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



Department of Public Works
Engineering Division
 Robert F. Phillips, P.E., City Engineer
 City-County Building, Room 115
 210 Martin Luther King, Jr. Boulevard
 Madison, Wisconsin 53703
 Phone: (608) 266-4751
 Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Deputy City Engineer
 Gregory T. Fries, P.E.

Deputy Division Manager
 Kathleen M. Cryan

Principal Engineer 2
 John S. Fahrney, P.E.
 Christopher J. Petykowski, P.E.
 Janet Schmidt, P.E.

Principal Engineer 1
 Christina M. Bachmann, P.E.
 Mark D. Moder, P.E.
 James M. Wolfe, P.E.

Facilities & Sustainability
 Bryan Cooper, Principal Architect

Mapping Section Manager
 Eric T. Pederson, P.S.

Financial Manager
 Steven B. Danner-Rivers

June 1, 2021

NOTICE OF ADDENDUM
 ADDENDUM NO. 1
 CONTRACT NO. 8585
 DEARHOLT ROAD ASSESSMENT DISTRICT – 2021

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

SPECIAL PROVISIONS:

ADD PARAGRAPH TO THE END OF THE DESCRIPTION HEADING UNDER BID ITEM 90032 – UTILITY TRENCH PATCH WITH THE FOLLOWING:

The Contractor shall install a utility trench patch type IV per Article 502.1(f) of the Standard Specifications over all sanitary sewer, water main, and storm sewer trenches within Dearholt Road for utility work completed in 2021 only if the Contractor plans to complete final paving in 2021.

PROPOSAL

An item has been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVISED	50725	5'X'5 STORM SAS

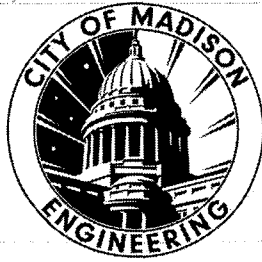
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

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

Sincerely,

Greg Fries for RFP
 Robert F. Phillips, P.E.
 City Engineer



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

June 2, 2021

Deputy City Engineer
Gregory T. Fries, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahmey, P.E.
Christopher J. Petykowski, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

NOTICE OF ADDENDUM
ADDENDUM NO. 2
CONTRACT NO. 8585
DEARHOLT ROAD ASSESSMENT DISTRICT – 2021

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

PROPOSAL

The following bid item was inadvertently listed two times in the proposal. The proposal has been corrected. See Bid Express.

Action	Bid Item	Description
corrected	50725	5'X'5 STORM SAS

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

Electronic version of these documents can be found on the Bid Express web site at:

<http://www.bidexpress.com>

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

Sincerely,

Robert F. Phillips, P.E.
City Engineer

SECTION E: BIDDERS ACKNOWLEDGEMENT

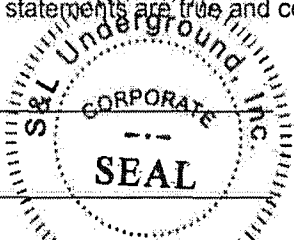
**DEARHOLT ROAD ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8585**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 2 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of S&L Underground, 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.

B. J. Z...
SIGNATURE

President
TITLE, IF ANY



Sworn and subscribed to before me this 3rd day of June, 2021

Erika K. Skarda
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 2-11-2023
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8585 – S&L Underground, 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

DEARHOLT ROAD ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8585

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, Inc.
Address: W10440 Cty Rd K Lodi, WI 53555
Telephone Number: 608-592-0625 Fax Number: 608-592-3804
Contact Person/Title: Scott Glaser / Estimator

Prime Bidder Certification

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

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

Erika Glaser
Witness' Signature

B. Larrabee
Bidder's Signature

6/3/2021
Date



DEARHOLT ROAD ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8585

DATE: 6/3/2021

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$6,500.00	\$6,500.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	40.00	\$25.00	\$1,000.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE BOARD - DAYS	40.00	\$60.00	\$2,400.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	100.00	\$19.80	\$1,980.00
10912 - MOBILIZATION - L.S.	1.00	\$48,420.00	\$48,420.00
20101 - EXCAVATION CUT (UNDISTRIBUTED) - C.Y.	200.00	\$17.40	\$3,480.00
20130 - UNDERDRAIN (UNDISTRIBUTED) - L.F.	150.00	\$13.30	\$1,995.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) (UNDISTRIBUTED) - S.Y.	500.00	\$3.30	\$1,650.00
20219 - BREAKER RUN (UNDISTRIBUTED) - TON	400.00	\$12.70	\$5,080.00
20221 - TOPSOIL (UNDISTRIBUTED) - S.Y.	3000.00	\$5.00	\$15,000.00
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	180.00	\$1.75	\$315.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	700.00	\$3.70	\$2,590.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	400.00	\$2.50	\$1,000.00
20404 - CLEARING - L.S.	1.00	\$1,767.68	\$1,767.68
20409 - GRUBBING - L.S.	1.00	\$1,767.68	\$1,767.68
20701 - TERRACE SEEDING - S.Y.	3000.00	\$1.80	\$5,400.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3000.00	\$2.40	\$7,200.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	700.00	\$33.03	\$23,121.00
30208 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	100.00	\$43.13	\$4,313.00
30301 - 5 INCH CONCRETE SIDEWALK (UNDISTRIBUTED) - S.F.	200.00	\$10.90	\$2,180.00
30302 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	200.00	\$12.63	\$2,526.00
30340 - CURB RAMP DETECTABLE WARNING FIELD (UNDISTRIBUTED) - S.F.	32.00	\$40.40	\$1,292.80
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 (UNDISTRIBUTED) - TON	300.00	\$18.00	\$5,400.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 (UNDISTRIBUTED) - TON	400.00	\$13.30	\$5,320.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	100.00	\$31.10	\$3,110.00
40301 - FULL WIDTH GRINDING - S.Y.	700.00	\$8.84	\$6,188.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	149.00	\$7.25	\$1,080.25
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	60.00	\$12.95	\$777.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	365.00	\$9.25	\$3,376.25
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	28.00	\$36.05	\$1,009.40
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	2.00	\$195.00	\$390.00
90001 - MAINTAIN DRIVEWAY ACCESS - EACH	4.00	\$192.00	\$768.00
90002 - TEMPORARY CROSSWALK ACCESS (UNDISTRIBUTED) - EACH	4.00	\$227.00	\$908.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1100.00	\$68.69	\$75,559.00
40311 - PULVERIZE AND SHAPE - S.Y.	5100.00	\$1.80	\$9,180.00
40218 - TACK COAT - GAL	300.00	\$3.03	\$909.00
21110 - TERRACE RAIN GARDEN - S.F.	150.00	\$8.80	\$1,320.00
20217 - CLEAR STONE - TON	1053.00	\$15.90	\$16,742.70
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$540.00	\$1,080.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$570.00	\$570.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	5.00	\$202.00	\$1,010.00
21013 - STREET SWEEPING - L.S.	1.00	\$1,414.00	\$1,414.00
21017 - SILT SOCK (8 IN) - COMPLETE - L.F.	180.00	\$5.30	\$954.00
21031 - INLET PROTECTION TYPE C (UNDISTRIBUTED) - EACH	6.00	\$200.00	\$1,200.00

DEARHOLT ROAD ASSESSMENT DISTRICT - 2021

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DATE: 6/3/2021

S&L Underground, Inc.

Item	Quantity	Price	Extension
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	26.00	\$325.00	\$8,450.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	26.00	\$80.00	\$2,080.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	26.00	\$40.00	\$1,040.00
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	134.00	\$79.00	\$10,586.00
50741 - TYPE H INLET - EACH	14.00	\$2,344.00	\$32,816.00
20241 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	452.00	\$3.40	\$1,536.80
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	18.00	\$340.00	\$6,120.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	7.00	\$892.00	\$6,244.00
20313 - REMOVE INLET - EACH	16.00	\$534.00	\$8,544.00
20314 - REMOVE PIPE - L.F.	216.00	\$25.90	\$5,594.40
20333 - ABANDON INLET (UNDISTRIBUTED) - EACH	1.00	\$438.00	\$438.00
20336 - PIPE PLUG (STORM) (UNDISTRIBUTED) - EACH	6.00	\$253.00	\$1,518.00
20506 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	1.00	\$353.00	\$353.00
40321 - UNDERCUT - C.Y.	461.00	\$5.00	\$2,305.00
50202 - TYPE II DEWATERING - L.S.	1.00	\$1.00	\$1.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1866.00	\$0.01	\$18.66
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	125.00	\$92.80	\$11,600.00
50433 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	183.00	\$77.70	\$14,219.10
50434 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	30.00	\$86.70	\$2,601.00
50435 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	14.00	\$95.00	\$1,330.00
50723 - 3'X3' STORM SAS - EACH	1.00	\$3,568.00	\$3,568.00
50725 - 5'X5' STORM SAS - EACH	6.00	\$5,514.00	\$33,084.00
50792 - STORM SEWER TAP - EACH	3.00	\$836.00	\$2,508.00
50801 - UTILITY LINE OPENING (UNDISTRIBUTED) - EACH	17.00	\$850.00	\$14,450.00
50802 - CONCRETE SUPPORTS - EACH	2.00	\$1,722.00	\$3,444.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	12.00	\$117.60	\$1,411.20
90030 - RELOCATE WATER LATERAL SERVICE - EACH	3.00	\$1,532.00	\$4,596.00
90031 - RELOCATE WATER MAIN - EACH	8.00	\$2,043.00	\$16,344.00
90032 - UTILITY TRENCH PATCH - T.F.	3180.00	\$8.60	\$27,348.00
50421 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	485.00	\$178.70	\$86,669.50
50423 - 38 INCH X 60 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	1020.00	\$233.00	\$237,660.00
50486 - 38 INCH X 60 INCH HERCP AE - EACH	1.00	\$11,189.00	\$11,189.00
50726 - 6'X6' STORM SAS - EACH	3.00	\$10,172.00	\$30,516.00
50767 - TERRACE INLET TYPE 2 - EACH	2.00	\$6,810.00	\$13,620.00
50768 - TERRACE INLET TYPE 3 - EACH	1.00	\$3,920.00	\$3,920.00
50103 - RECONSTRUCT BENCH & FLOWLINE - EACH	1.00	\$862.00	\$862.00
50201 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	60.00	\$0.01	\$0.60
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	1879.00	\$0.01	\$18.79
50301 - 8 INCH PVC SEWER PIPE - L.F.	125.00	\$111.00	\$13,875.00
50302 - 10 INCH PVC SEWER PIPE - L.F.	442.00	\$123.00	\$54,366.00
50303 - 12 INCH PVC SEWER PIPE - L.F.	626.00	\$123.00	\$76,998.00
50321 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	84.00	\$123.00	\$10,332.00
50323 - 12 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	300.00	\$155.80	\$46,740.00
50353 - SANITARY SEWER LATERAL - L.F.	302.00	\$67.00	\$20,234.00
50356 - RECONNECT - EACH	10.00	\$2,650.00	\$26,500.00
50361 - WASTEWATER CONTROL - L.S.	1.00	\$8,173.00	\$8,173.00
50390 - SEWER ELECTRONIC MARKERS - EACH	22.00	\$80.00	\$1,760.00
50701 - 4' DIA SANITARY SAS - EACH	12.00	\$3,296.00	\$39,552.00
50771 - INTERNAL CHIMNEY SEAL - EACH	6.00	\$540.00	\$3,240.00
50791 - SANITARY SEWER TAP - EACH	10.00	\$1,182.00	\$11,820.00
94 Items	Totals		\$1,201,437.81

SECTION G: BID BOND

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

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

DEARHOLT ROAD ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8585

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

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

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

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

Seal PRINCIPAL

S & L Underground, Inc.

Name of Principal



By

Ben Larrabee, President
Name and Title

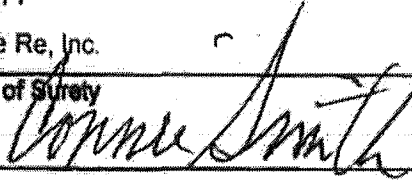
Date

6/3/2021

Seal SURETY

Granite Re, Inc.

Name of Surety



By

Connie Smith, Attorney-in-Fact
Name and Title

Date

05/26/2021

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2021, 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.

05/26/2021

Date


Agent Signature Connie Smith

P.O. Box 465

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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of July in the year Two Thousand and Twenty-One between **S&L UNDERGROUND, 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 **JULY 6, 2021**, 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:

DEARHOLT ROAD ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8585

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION TWO HUNDRED ONE THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 81/100 (\$1,201,437.81)** 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 ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **S&L UNDERGROUND, INC.**, as principal, and Granite Re, Inc. Company of Minnesota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION TWO HUNDRED ONE THOUSAND FOUR HUNDRED THIRTY-SEVEN AND 81/100 (\$1,201,437.81)** 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:

**DEARHOLT ROAD ASSESSMENT DISTRICT - 2021
CONTRACT NO. 8585**

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

Signed and sealed this 7th day of July, 2021

Countersigned:

Erika Seala

Witness

Danasee

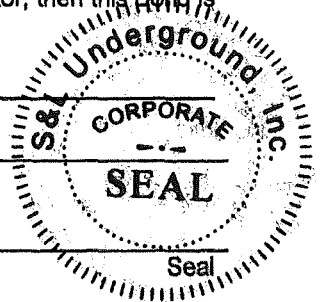
Secretary

S&L UNDERGROUND, INC.

Company Name (Principal)

B. J. Zuel

President



Granite Re, Inc.

Surety Seal

Salary Employee Commission

By Connie Smith

Attorney-in-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

07/07/2021

Date

Connie Smith

Agent Signature Connie Smith

