OCT 0 8 2018

Contract Routing Form

Received

printed on: 10/08/2018

ROUTING: Urgent Rush

Contract between: and Dept. or Division:

S&L Underground, INC Engineering Division

Name/Phone Number:

Project: Winnebago Street, Atwood Avenue and Linden Avenue Assessment

District - 2018

Contract No.: 8106

File No.: 53190

Enactment Date: 10/05/2018

Enactment No.: RES-18-00718 Dollar Amount: 3,729,445.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-8-18	10-8-2018
Director of Civil Rights	1 10.11.18	10.11.18 FN3
Risk Manager	1 10:12:18	1 10:12:18 ma
Finance Director	1 10.12.18	10/15/18 MGR
City Attorney	11121 10-16-18	1 10.16.18
Mayor	1 10.14.18	1 10,17,18

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

Original + 2

Copies

10/08/2018 15:34:41 enhjf - Jim Wolfe 608-266-4099

Dis Rights: OK (NA) Problem - Hold Prev Wage: NA) Agency / No Contract Value: 3, 729, 445 AA Plan: Approved Amendment / Addendum # NA Type: POS / Dvlp / Sbdv / Gov't / Grant (PW / Goal / Loan / Agrmt

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Reports

Awarding Public

Works Contract No.

8106, Winnebago

File #:

53190 Version: 1

Name:

Street, Atwood Avenue and Linden

Avenue and Linden
Avenue Assessment

District - 2018.

Type:

Resolution

Status:

Passed

File created:

9/14/2018

In control:

Engineering Division

On agenda:

10/2/2018

Final action:

10/2/2018

Enactment date:

10/5/2018

Enactment #:

RES-18-00718

Title:

Awarding Public Works Contract No. 8106, Winnebago Street, Atwood Avenue and

Linden Avenue Assessment District - 2018. (6th AD)

Sponsors:

BOARD OF PUBLIC WORKS

Attachments:

1. Contract 8106.pdf

History (3)

Text

Fiscal Note

The proposed resolution approves plan documents for the Winnebago Street construction project at a total estimated cost of \$3,729,445. The adopted 2018 capital budget for Engineering Major Streets includes funding for this project within the Reconstruction Streets capital program (MUNIS 11186). The cost of the project is estimated to be distributed between the Engineering division and associated utilities as follows:

Major Streets: \$1,452,080 Sewer Utility: \$1,244,230 Stormwater Utility: \$284,125 Water Utility: \$749,010

Title

Awarding Public Works Contract No. 8106, Winnebago Street, Atwood Avenue and Linden Avenue Assessment District - 2018. (6th 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 bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:

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

See attached document (Contract No. 8106) for itemization of bids.

CONTRACT NO. 8106 WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018

S&L UNDERGROUND, INC.

\$3,455,500.28

Acct. No. 11186-402-170:54410(91350)	\$1,055,880.80
Contingency 8 <u>+</u>	<u>84,469.20</u>
Sub-Total	\$1,140,350.00
Acct. No. 11186-402-174:54445(91345)	\$246,686.30
Contingency 8 <u>+</u>	<u>19,733.70</u>
Sub-Total	\$266,420.00
Acct. No. 11186-84-174:54445(91345)	\$234,115.83
Contingency 8 <u>+</u>	<u>18,734.17</u>
Sub-Total	\$252,850.00
Acct. No. 11976-84-174-84600:54445(91345)	\$31,275.00
Acct. No. 11186-83-173:54445(91345)	\$1,152,062.75
Contingency 8 <u>+</u>	<u>92,167.25</u>
Sub-Total	\$1,244,230.00
Acct. No. 11186-86-179:54445(91360)	\$693,527.10
Contingency 8 <u>+</u>	<u>55,482.90</u>
Sub-Total	\$749,010.00
Acct. No. 11186-402-177:54435(91232)	\$41,952.50
Contingency 8 <u>+</u>	<u>3,357.50</u>
Sub-Total	\$45,310.00

GRAND TOTAL

\$3,729,445.00

M11 100 (0.0			

Jurisdiction: Wisconsin

Demographics

Company Name: Granite Re, Inc.

Short Name:

SBS Company Number: 54219575

NAIC CoCode: 26310
FEIN: 73-1282413
Domicile Type: Foreign
State of Domicile: Oklahoma
Country of Domicile: United States

NAIC Group Number: 7 - FEDERATED MUT GRP

Organization Type: Stock

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

14001 QUAILBROOK DR

OKLAHOMA CITY, OK 73134

United States

Main Administrative Office Address

14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134

United States

Phone, E-mail, Website

Phone

Туре	Number
Fax Phone	(405) 749-6800
Toll Free Phone	(800) 440-5953
Business Primary Phone	(405) 752-2600

Email

No results found.

Website

No results found.

Company Type

Company Type: Property and Casualty 2018 National Association of Insurance Commissioners. All rights reserved.

Contact Type

Status: Active Status Reason: Status Date: 11/14/200 Effective Date: 11/14/2 Legacy State ID: 1116 Issue Date: 11/14/200 Approval Date: File Date: Articles of Incorporation Article No: COA Number:	2001 441 1							
Appointments								
Exp	ort to Excel		connie					
Licensee Name CONNIE SMITH	License Number 16492915	NPN 16492915	License Type Intermediary (Agent)	Line of Authority Casualty	Appointment Date 01/31/2017	Effective Date 03/16/2018	Expiratio Date 03/15/201	
CONNIE SMITH	16492915	16492915	Individual Intermediary (Agent) Individual	Property	01/31/2017 03/16/20		03/15/2019	
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		03/21/2012	03/16/2018	03/15/20	19
Line Of Business					First Previou	us 1	Next L	ast
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\$3,455,500.28 CONTRACTOR'S OFFICE COPY

BID OF **S&L UNDERGROUND, INC.** 

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018

**CONTRACT NO. 8106** 

**MUNIS NO. 11186** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON OCTOBER 2, 2018

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

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# WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

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ECTION I: PAYMENT AND PERFORMANCE BOND

This Proposal, and Agreement have been prepared by:

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

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

RFP: jw

### 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:	WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8106
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	SEPTEMBER 14, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	SEPTEMBER 13, 2018
BID SUBMISSION (2:00 P.M.)	SEPTEMBER 20, 2018
BID OPEN (2:30 P.M.)	SEPTEMBER 20, 2018
PUBLISHED IN WSJ	SEPTEMBER 6 & 13, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, <a href="https://www.cityofmadison.com/business/pw/forms.cfm">www.cityofmadison.com/business/pw/forms.cfm</a>. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 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 prequalified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

### SECTION 102.4 PROPOSAL

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

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

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

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

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

### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

### MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Nothwithstanding 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 $\boxtimes$

Build	<u>linc</u>	<u>Demolition</u>		_	
101		Asbestos Removal	110		Building Demolition
120		House Mover			
		North Control Control			
Stree	<u>et,    </u>	Utility and Site Construction		-	mark to the transfer of the tr
201		Asphalt Paving	265		Retaining Walls, Precast Modular Units
205		Blasting	270		Retaining Walls, Reinforced Concrete
210		Boring/Pipe Jacking	275	$\bowtie$	Sanitary, Storm Sewer and Water Main
215		Concrete Paving			Construction
220	Ħ	Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276		Sawcutting
221		Concrete Bases and Other Concrete Work	280		Sewer Lateral Drain Cleaning/Internal TV Insp.
222	=	Concrete Removal	285	$\Box$	
	_		290	_	Sewer Pipe Bursting
225		Dredging		_	Soil Borings
230	Η	Fencing  5" Ontin Only In Conduit Installation			Soil Nailing
235					Storm & Sanitary Sewer Laterals & Water Svc.
240	$\sqcup$	Grading and Earthwork			Street Construction
241		Horizontal Saw Cutting of Sidewalk			
242		Infrared Seamless Patching			Street Lighting
245		Landscaping, Maintenance		_	Tennis Court Resurfacing
246		Ecological Restoration	320		
250		Landscaping, Site and Street	325		Traffic Signing & Marking
251		Parking Ramp Maintenance	332		Tree pruning/removal
252		Pavement Marking	333		Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing	335		Trucking
	H	Petroleum Above/Below Ground Storage	340		Utility Transmission Lines including Natural Gas,
260	ш		0,0		Electrical & Communications
	_	Tank Removal/Installation	300		
262	Ш	Playground Installer	333	ш	Other
Drid	<b>~</b> ~ .	Construction			
		Construction			
501	Ш	Bridge Construction and/or Repair			•
Duite	4:	Construction			
	11110	Construction	127		Metals
401	Ш	Floor Covering (including carpet, ceramic tile installation,	437	=	
		rubber, VCT			
402		Building Automation Systems			Plumbing
403		Concrete		Ц	
404	П	Doors and Windows	455	Ш	Pump Systems
405		Electrical - Power, Lighting & Communications	460		Roofing and Moisture Protection
410			464		Tower Crane Operator
412	=	Fire Suppression	461		Solar Photovoltaic/Hot Water Systems
	H	Furnishings - Furniture and Window Treatments			
413	님	Construction Equal or Less than \$250,000			Warning Sirens
415		General Building Construction, Equal or Less than \$250,000			Water Supply Elevated Tanks
420	$\sqcup$	General Building Construction, \$250,000 to \$1,500,000			
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing	480		Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal		_	Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499		Other
433	一	Insulation - Thermal			
435	Ħ				
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Stat	a 0	f Wisconsin Certifications			
		Class 5 Blaster - Blasting Operations and Activities 2500 feet	and d	lose	r to inhabited buildings for guarries, open pits and
1	لسا		u,,u 0		, (5 11112211211 2 211211)
_		road cuts. Class 6 Blaster - Blasting Operations and Activities 2500 feet	and c	loca	r to inhabited buildings for trenches, site
2	Ш	Class 6 Blaster - Blasting Operations and Activities 2500 feet	and C	1056	or attrictures 15 fact or less in height
		excavations, basements, underwater demolition, underground	exca	vauc	ons, of structures to feet of less in neight.
3		Class 7 Blaster - Blasting Operations and Activities for structu	res gr	eate	er than 15 in height, bridges, towers, and any or
		the objects or purposes listed as "Class 5 Blaster or Class 6 B	laster	.".	
4	П	Petroleum Aboye/Relow Ground Storage Tank Removal and	nstall	atior	(Attach copies of State Certifications.)
5	Ħ	Hazardous Material Removal (Contractor to be certified for as	besto	s an	d lead abatement per the vvisconsin Department
Ū	_	of Health Services, Ashestos and Lead Section (A&LS).) See	the fo	ilow	ing link for application:
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	erform	ance	e of Asbestos Abatement Certificate must be
_	_	attached.  Certification number as a Certified Arborist or Certified Tree W	Inrkor	20	administered by the International Society of
6	Ш		AO! VO!	as	deliminatorod by the international decisity of
	,	Arboriculture	Tarle	ro	ith the confification in the category of turf and
7	$\Box$	Pesticide application (Certification for Commercial Applicator I	OL UI	יר W	null the certification in the category of tun and
	•	landscape (3.0) and possess a current license issued by the D	ATC	ر)	
8		State of Wisconsin Master Plumbers License.			

**SECTION B: PROPOSAL** 

# Please refer to the Bid Express Website at <a href="https://bidexpress.com">https://bidexpress.com</a> 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 <u>ad hoc</u> basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

### 2.2 Contract Compliance

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

### 2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the Targeted Business Certification Application to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may Certification online Application access the Targeted Business Submittal of the Targeted Business www.cityofmadison.com/dcr/aaTBDir.cfm. 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> 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:

- 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

# WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

### SECTION 102.12 <u>EQUAL BENEFITS REQUIREMENT</u> (SEC. 39.07, MGO)

Equal Benefits are not required. Delete this entire provision.

### ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to 12:00 pm on Thursday, October 4, 2018. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than Wednesday, October 3, 2018.

### ARTICLE 104 SCOPE OF WORK

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

The project limits for the work are on Winnebago Street from S. Second St. to Bashford Ave., on Atwood Ave. from S. First St. to S. Second St., and on Linden Ave. from Winnebago St. to Rusk St..

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

### SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

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

these may change depending on final locations of utility work or when directed by the Construction Engineer.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

### SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

### SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

### Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

There are a number of existing private retaining walls adjacent to the sidewalk. The Contractor shall take care to not damage these walls in any fashion, including with any concrete residue. If damaged, the Contractor shall repair the walls at no additional cost to the City.

### **Access to Properties**

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

Sidewalk access on the southeasterly side of Winnebago shall be coordinated with the development project (see below). The sidewalk along the redevelopment project will be removed and replaced; in order to meet the requirements of the maintenance of traffic, the Contractor shall maintain sidewalk access on the opposite side of the street. It is expected that the new sidewalk will be installed before the end of April, 2019.

Businesses may elect to place signage within the work zone to help identify their driveway locations. The Contractor shall coordinate with the businesses on sign placement and ensure that signs are visible and logically located and shall work around the signs. Any damages to the sign caused be the Contractor shall be repaired at the Contractor's cost. Coordinating with the businesses for access locations and sign placement shall be considered incidental to the contract.

### Coordination with Utilities and Building Contractor

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

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

New underground utilities will also be installed by the private utility companies during this project. Contractor shall coordinate with the utilities and their contractors to provide space and time to complete the work within the contract timeframe as indicated in Section 109.2 Prosecution of Work The existing overhead facilities from west of Sutherland Ct. to east of Linden Ave. may be converted to underground as part of this project. This includes facilities for MG&E, AT&T, Charter and TDS. The majority of the new facilities will be under or behind the sidewalk, but it will also include several crossings of Winnebago St.

Additionally, AT&T plans to install two 4" conduits from about 2000 Winnebago St. to Linden Ave. MG&E gas also plans to replace up to 12 of the steel gas services on Winnebago St.

Currently, the properties at 2048 and 2100 Winnebago St. are being redeveloped. The completion date of this project is around September of 2019. The Contractor shall coordinate with the building contractor to provide access to the site for equipment, deliveries, contractor vehicles, etc. This redevelopment project also includes occupancy of the sidewalk areas, and they will be replacing the sidewalk along their frontage during the timeframe of this contract, with completion of the sidewalk work prior to the end of April. The Contractor shall coordinate with the building contractor to provide space for completion of their work within the right-of-way. The general contractor for this work is Syncromatic Construction, LLC, the developer's project manager is Kyle David (920-517-9666 or k.david@commonwealthco.net).

### BID ITEM 10725 - ALTERNATE BUSINESS ACCESS SIGN

This item includes providing, installing and maintaining signs at or near each project limit and on Fourth St. Signs shall read "All Businesses Open" and be placed adjacent to any road closure signage.

### SECTION 107.6 DUST PROOFING

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

### SECTION 107.7 <u>MAINTENANCE OF TRAFFIC</u>

All signing and barricading shall conform with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. 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 successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

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

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.

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

The contractor shall notify (48 hour minimum notice) all residents within the construction limits of this project if the vehicular access is to be cut off to their property.

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, 1 working day prior to placement of the plates.

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 8 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a minimum of 8 days after the landscaping complete. If the street is opened before the installation of permanent signing & marking the contactor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

The work shall be done in two phases. Phase 1 work must be completed to the point where the street can be open to traffic before starting phase 2.

### Phase 1:

Atwood Ave. may be closed to thru traffic between S. First St. and S. Second St. while utility and pavement work is taking place. Local access shall be maintained to all driveways and all businesses along Atwood Ave., and business signage shall be in place per bid item 10725. During this phase, S. Second St. at Winnebago St. may be reduced to single lane provided that flaggers are used to maintain two-way traffic on S. Second St. At no time shall work impact travel lanes on S. First St. When necessary for water main construction at S. Second St., parking may be removed on Winnebago St. from S. Second St. up to 250 ft. northeast of S. Second St., but two lanes of traffic, a minimum of 10 ft. wide to edge of gutter, shall be maintained on Winnebago St. at all times.

### Phase 2

Once Atwood Ave. between S. First St. and S. Second St. is re-opened to traffic, the Contractor may close Winnebago St. to thru traffic between S. Second St. and Bashford Ave. Access shall be maintained to all businesses and commercial driveways (4 or more parking stalls), and business signage shall be in place pre bid item 10725. Two-way traffic shall be maintained at S. Second St. at all times. Northeast of Bashford Ave., two way traffic shall be maintained on Winnebago St. at all times.

Linden Ave. may be closed to thru traffic, within the project limits. Two-way traffic shall be maintained on Rusk St. at all times.

Please NOTE that Deibel Labs (103 S. Second St.) takes regular truck deliveries to their loading docks located off of Sutherland Ct. The semi truck deliveries are typically on Tuesdays and Thursdays, and

routine deliveries (FedEx, UPS) occur daily. The Contractor shall maintain truck delivery access to Deibel Labs and shall coordinate direction of access (from west or from the east along Winnebago St.) with Katherine Necklen at <a href="maintaintenant-weight: https://www.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.gov.necklen.go

Seven days prior to closing a street a changeable message board shall be installed at an appropriate location to notify drivers of the upcoming closure.

During the street closures, the contractor shall maintain access for deliveries, garbage and recycling pickup and mail carriers. This may include providing temporary loading space within the construction zone along with notification of the location of the loading area.

The Contractor may remove parking within the project limits. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events". While streets are open to traffic per the phasing indicated, parking shall remain in place until the street is closed.

The sidewalk shall remain open on at least one side of the street at all times. Contractor shall maintain pedestrian access to all businesses. Provide temporary cross walks as needed or as directed by the Engineer, which will be paid under the appropriate bid item. The contractor shall coordinate with the redevelopment project as necessary to meet the requirements of these sidewalk access specifications. It is anticipated that the sidewalk along the redevelopment will be re-opened by around the end of April.

Contact Mark Winter, Traffic Engineering Division, 266-6543, with any questions concerning these traffic control specifications.

### SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification...

## SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

### BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

### SECTION 108.2 PERMITS

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

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

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

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic.

### SECTION 109.2 PROSECUTION OF WORK

The Contractor may elect to do some work in 2018. The work that may be completed in the fall of 2018 shall be limited to the work on Atwood Ave. between S. First St. and S. Second St. Should the Contractor elect to do work in 2018, work may begin as early as OCTOBER 15, 2018, and all work on Atwood Ave. shall be completed by NOVEMBER 21, 2018. If the Contractor plans to work in 2018, they shall notify the Engineer in writing by no later than September 28, 2018.

The Contractor shall start work on <u>APRIL 1, 2019.</u> If the work on Atwood Ave. was completed in 2018, all work under this contract shall be completed by <u>AUGUST 2, 2019.</u> If the work on Atwood Ave. was not completed in 2018, all work under this contract shall be completed by <u>AUGUST 30, 2018.</u>

Regardless of when the Contractor elects to begin work under this contract, all work necessary to install the sanitary sewer from S. First St. to Linden Ave. shall be completed by **MAY 31, 2019.** At this time, the development at 2048/2100 Winnebago St. will need to connect to the new sanitary sewer main.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer,

and the agreed upon date must be determined prior to the public preconstruction meeting. If the Contractor requests to start early than the dates specified, the completion dates will be adjusted in kind. As indicated in these special provisions, ULOs will be completed prior to indicated start date of this contract and may be completed in advance of receiving the start work letter.

The total contract time provides accounts for work days necessary for MG&E, Charter, TDS and AT&T to complete their work on the project. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

### **BID ITEM 10911 - MOBILIZATION**

No additional compensation will be provided for additional mobilizations that result from the Contractor electing to perform work in 2018. If work is done in 2018, all equipment, materials and traffic control devices shall be removed from the site by the indicated completion date.

### SECTION 109.9 <u>LIQUIDATED DAMAGES</u>

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,000 per calendar day.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the interim completion date for the sanitary sewer or for any work completed in the fall shall be \$600 per calendar day.

### **BID ITEM 20101 - EXCAVATION CUT**

In areas where the concrete wall is to be removed and the new curb elevation will be higher than existing, the Contractor shall place select fill as needed to construct all items per the plans and details. Placement of this material where needed shall be considered incidental to this bid item. All select fill shall be placed and compacted per the standard specifications.

### BID ITEM 20336 - PIPE PLUG

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

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

### SECTION 210.1(d) STREET SWEEPING

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

### ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@citvofmadison.com.

### SANITARY SEWER GENERAL

This project shall include installing approximately 4885 feet of new 8" & 12" PVC SDR-26 sewer main and 2358 feet of new sanitary lateral SDR-26.

ASTM D3034 SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301 thru 50304) and Sanitary Lateral (Bid Item 50353).

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 2018 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active. Laterals to properties on the 1900 block of Atwood Ave will not have full replacement of sanitary sewer lateral, but only partial replacement as shown in plan set.

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

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

### STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1983 feet of new storm sewer of various sizes ranging from 12" to 36" equivalent.

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

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

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap - Bid Item 50792.

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

### SECTION 502.1(c) DEWATERING

### DESCRIPTION

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering, both clean and potentially contaminated.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for potentially contaminated water.

Potentially contaminated zones of groundwater are marked on the construction plan set. Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

Discharge <u>potentially contaminated</u> water from the zones as indicated on the construction plan set or as directed by the Engineer to the sanitary sewer. For the purposes of this project suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant.

Obtain a City of Madison Permit to Discharge to the Sanitary Sewer compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt City of Madison Engineering 608.266-6432 meberhardt@cityofmadison.com

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the *Permit to Discharge to the Sanitary Sewer*. Submit a dewatering plan to the City of Madison for approval with the application for *Permit to Discharge to the Sanitary Sewer*.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer or the Environmental Consultant.

### CONSTRUCTION

Subsection 205.3 of the standard specifications is supplemented with the following:

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently

to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from the dewatering operations directly to a minimum 1,500 gallon holding tank to allow for settlement of large solids. Periodically pump <u>clean water</u> from the top of the settling tank into the storm sewer system. Periodically pump <u>potentially contaminated water</u> from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of potentially contaminated water discharged to the sewer system.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

### METHOD OF MEASUREMENT

Dewatering of <u>clean water</u> will not be measured. Measure dewatering of <u>potentially contaminated water</u> in gallons and provide this information to the Engineer at the frequency determined by the *Permit to Discharge to the Sanitary Sewer*. This information will not be used as a basis for payment.

### BASIS OF PAYMENT

**Dewatering is incidental to the contract**; therefore, this work will not be paid separately and shall be included with the trenching operations for the particular pipe being installed. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system. The City of Madison will pay for any disposal fees for the discharge of water to the sanitary sewer system.

### BID ITEM 50225 - UTILITY TRENCH PATCH TYPE III

Utility Trench Patch Type III shall be completed per the standard specifications, except as follows. The trench patches shall be constructed with 4" of asphalt pavement on 10" of gradation 2 crushed aggregate base course.

If the Contractor elects to do work on Atwood Ave. in the fall of 2018 and hot mix asphalt is no longer available at the time of pavement patching, the Contractor shall place temporary concrete in the areas to be trench patched in order to provide a temporary driving surface for the winter. The Contractor shall maintain this surface throughout the winter, as needed, remove the temporary concrete and place the final trench patch once the asphalt material is available the following spring. Placement of temporary concrete, maintenance of that temporary concrete and removal of the temporary concrete shall be considered incidental to this item, if needed.

### BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 26)

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

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

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

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

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) and 20 linear feet of curb removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

### BID ITEM 50356 - RECONNECT SANITARY LATERAL

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

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

Where proposed laterals require risers, risers shall be built in accordance with standard detail drawing 5.3.1 of the Standard Spec and shall be paid for as a RECONNECT SANITARY LATERAL.

### BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 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 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Join Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

### METHOD OF MEASUREMENT

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

### BASIS OF PAYMENT

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

### BID ITEM 50801 - UTILITY LINE OPENING (ULO)

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

ULOs shown in the plan set will be performed prior to the start of the project. This contract includes 5 additional undistributed ULOs to be performed at the direction of the Engineer.

### ARTICLE 601 <u>ELECTRICAL, GENERAL REQUIREMENTS</u>

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

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

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), prior to removing any existing light pole base or conduits which have lighting circuits passing through.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

### SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison

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

<b>ITEM</b> 3/4" X 19"	Anchor Bolts for G Base	Quantity 1 set of 4
1" x 40"	Anchor Bolts for LB-3 Bases	11 sets of 4
1-1/4"X48"	Anchor Bolts for LB-8 Base	1 set of 4

### SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing ductile iron water main and fittings on Atwood Avenue (First Street to Second Street), Winnebago Street (Atwood Avenue to Bashford Avenue) and Linden Avenue (Winnebago Street to Rusk Street) and intersecting streets within the project limits. The project also includes abandoning existing water main including water valves, water valve structures and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

### Water Services Outages: General

Many businesses within the project limits are sensitive to water service outages in that service outages cause unusual hardship. Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents. Specific requirements for advance outage notification and restrictions for their timing are noted in the sections below.

### Water Services Outages: Additional Restrictions & Notification Requirements

The following customers/businesses have additional specific requirements:

- Deibel Laboratories, 103 S. Second Street
  - Service outages may only occur on Saturdays or Sundays; afternoons are preferable to mornings
  - o Provide notification a minimum of six business days in advance of service outage
  - Limit service outage to one occurrence
  - o Contact Tom Donohue at (608) 438-3724 (cell) or (608) 241-1177 (site)
- Atwood Courtyard, 1902-1916 Atwood Ave & 109-111 Main St &
- The Hudson Apartments 1924 Atwood Ave
  - o Provide notification a minimum of four business days in advance of service outages
  - Contact Property Manager Cynthia Reichenberger at (608) 256-4200
- Big Oak Child Care Center, 2030 Winnebago Street

- o Service outages may only occur on Saturdays or Sundays
- o Provide notification a minimum of four business days in advance of service outages
- o Contact Director Julie Traxler at (608) 249-3991 (site) or julie@bigoakchildcare.org
- Scinico Family Dental & Tenants, 2037 Winnebago St
  - Service outages may only occur on Saturdays or Sundays
  - o Provide notification a minimum of four business days in advance of service outages
  - o Contact Paula Bloyer or Dr. Rick Scinico at (608) 249-6616
  - o Request that all building tenants be notified
- Woody & Anne's, 2236 Winnebago Street
  - Service outages may only occur on Mondays, Tuesdays or Wednesdays beginning at 7am and to be completed before 12 pm if possible
  - o Provide notification a minimum of four business days in advance of service outages
  - o Contact Anne or Woody Pfister at (608) 249-5157

### Water Services Outages: Direct Contact for Notification

The customers listed below require a specific customer representative(s) to be notified of service outages. Directly contact the following representatives to provide the required standard notification:

- Ideal Bar, 1968 Atwood Ave
  - o Brady Bormann: (608) 514-3813 (cell)
- Green Owl Cafe, 1970 Atwood Ave
  - o Jennie Capellaro: (608) 698-0686 (cell) or greenowlinfo@gmail.com
- Alchemy, 1980 Atwood Ave.
  - Owners Amanda, Michael or Josh: (608) 204-7644
- Thorps Haircut & Color, 1988 Atwood Ave
  - o Dylan Underwood: (608) 467-2222 (site) or (715) 255-3406 (cell)
  - o Liz Glynn: (608) 467-2222 (site) or (608) 658-5147 (cell)
- Second Street Apartments, 110 South Second Street
  - Nina Lebwohl, 608-712-2725 or nina@foundryapts.com
- Stop-N-Go, 2002 Winnebago Street
  - o Randy Wright, (608) 225-1189
- Schenk's Corners Coin-Op Laundromat, 2004 Winnebago Street
  - o Mark Lessner (608) 241-8927 (site) or (608) 290-9170 (cell)
- Player's Sports Bar, 2013 Winnebago Street
  - o Wendy Allen (608) 244-9722 (site) or (608) 206-7004 (cell)
  - Mark Kroon (608) 244-9722 (site) or (608) 843-6275 (cell)
- Apex Publishing, 2016 Winnebago Street
  - o Tom Donohue at (608) 438-3724 or (608) 241-1177
- Block Systems Cleaners, 2017 Winnebago Street
  - o Dave Eber (608) 244-3531 (site) or (608) 320-9531 (cell)
- Union Hair Parlor, 2039 Winnebago Street
  - Staff or Voicemail (608) 467-8007 (site)
  - o AND owner Daisy Quintal, (608) 469-4253 (cell)
- Midwest Clay Project, 2040 Winnebago Street

- o Brian Kluge (608) 255-9240 (site) or (608) 334-1153 (cell)
- Winnebago Arts and Cohousing, 2048-2100 Winnebago Street
  - Under construction at bid
  - o Syncromatic Construction (GC) Project Manager Kyle David, (920) 517-9666
- Studio Paran, 2051 Winnebago Street
  - o Richard Jones (608) 242-1111 (site)
- Ford's Gym, 2114 Winnebago Street
  - o Ford Sheridan (608) 249-4227 (site)

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

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

## WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

WN20+ See Water Impact Plan for connection point isolation and water shut-off notification information.

## SECTION 702 MATERIALS

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

## SECTION 703 CONSTRUCTION METHODS

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

## 703.12.1 Discovery of Lead Service Laterals

If any lead services are discovered, protect the open excavation with plating to maintain public safety and access.

## Phasing Requirements for 2018 Atwood Ave Work

If the Atwood Avenue portion of the project is completed in 2018, the phase limits for the water main installation shall be as follows. Install water main to ensure the dead end Second Street main is fed from two directions on Atwood Avenue between the 2018 and 2019 phases. Include the live tap on the existing 6-inch main on Winnebago Street (Winnebago Station 12+10±). Install main north to the 12-inch valve at Atwood and Second Street (Atwood Station 109+14±) and all main and services to the west on Atwood Avenue and North on Second Street. Do not perform the cut & cap operation to abandon the Winnebago Street main until the proposed Winnebago Street main is in service in 2019. Ensure the phase-limit valve is capped with a 12-inch MJ plug.

## Phasing Requirements for Second Street Work

The main on Second Street is a dead end to the north. To avoid lengthy service outages to customers served off this main, phase the main installation as follows. Install the water main on Atwood Avenue and north onto Second Street to the tee at Station 108+85± including the hydrant and lead. Install main such that Second Street will be fed from both directions on Atwood Avenue. Once the new main has passed all testing and all services have been transferred to it, make the connection into the Second Street Main. Note the service outage restrictions and notification requirements for Customers off Second Street including Deibel Laboratories at 103 S. Second Street. Swab the main and perform the plug removal connection and the cut & cap operation at the same time. Return the Second Street main to service as quickly as possible. DO NOT cause more than one service outage to customers on Second Street.

## Hydrant Length/Hydrant Extensions

Note that in some locations proposed terrace grades have a significant upward slope from the street. Check street cross-sections to assess the need for longer hydrant barrels and or hydrant extensions.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

## BID ITEM 90001 - 7" TEXTURED & COLORED CONCRETE

## DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

#### **MATERIALS**

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant.

The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

Imprinting Pattern: Use a 6" x 6" cobblestone pattern.

#### CONSTRUCTION

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

7" Textured & Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

#### METHOD OF MEASUREMENT

7" Textured & Colored Concrete shall be measured by the square foot installed and accepted.

## **BASIS OF PAYMENT**

7" Textured & Colored Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

## BID ITEM 90002 - REMOVE CONCRETE WALL

## **DESCRIPTION**

This item includes all work, equipment, hauling and incidentals necessary to entirely remove the concrete retaining wall at the locations shown on the plan. All work shall be completed per Part II of the standard specifications. All saw cutting necessary to remove the wall and maintain the existing sidewalk is included with this item.

The Contractor shall saw cut where necessary and remove the wall in a manner that does not undermine or damage sidewalk that is to remain. Sidewalk damaged as a result of the Contractor's removal methods shall be replaced at no additional cost to the City.

The approximate height range of the wall is indicated on the details, but no other construction details for the existing wall have been found.

## METHOD OF MEASUREMENT

Remove Concrete Wall shall be measured by the Linear Foot, along the top of wall, acceptably removed.

#### BASIS OF PAYMENT

Remove Concrete Wall, measured as stated above, shall be paid at the contract unit price which includes all saw cuts, equipment, work, hauling and incidentals necessary to complete the work as set forth in the description and as shown on the plans and details.

## **BID ITEM 90003 - REMOVE RAILING**

#### DESCRIPTION

This item includes all work, equipment, hauling and incidentals necessary to remove all of the steel railing mounted on the concrete wall. All work shall be completed per Part II of the standard specifications and per the plans and details.

The railing consists of two horizontal members and vertical members, mostly spaced at approximately 8 ft., but spacing becomes irregular in some locations. The vertical members are mounted to the concrete wall either by bolts or are inserted into sleeves encased in the concrete wall.

The Contractor shall remove all elements of the railing. The phasing of the work shall be such that the railing is to remain in place as long as the sidewalk on that side of Winnebago remains open.

#### METHOD OF MEASUREMENT

Remove railing shall be measured by the Linear Foot acceptably removed.

## BASIS OF PAYMENT

Remove Railing, measured as stated above, shall be paid at the contract unit price which includes all equipment, work, hauling and incidentals necessary to r the work as set forth in the description and as shown on the plans and details.

## BID ITEM 90004 - 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. If required due to the location of the temporary cross walk, 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.

#### **MATERIALS**

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material 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 Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the Engineer; 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 cross walk, 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**

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing 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 90005 - ASPHALT CURB

#### **DESCRIPTION**

All work under this item shall be completed per Part IV of the Standard Specifications and as herein provided.

Within the project limits on Atwood Ave., there are multiple location where there existing curb is severely damaged or no longer exists. The contractor shall install asphalt curb at the locations directed by the Engineer. The asphalt curb shall be installed such that it maintains a flowline along Atwood Ave., and is raised a minimum of 4" above the flowline or as necessary to match the existing ground or sidewalk.

Prior to placement of the asphalt curb, the Contractor shall remove any loose material, including dirt, vegetation or other debris. If directed by the Engineer, the Contractor shall remove existing curb and gutter in locations to install the asphalt curb. Curb removal will be paid under the appropriate bid item. If curb is removed, the Contractor shall prepare and compact the base, and the asphalt curb shall be installed such that the asphalt material fully replaces the removed curb and gutter.

#### METHOD OF MEASUREMENT

Asphalt Curb shall be measured by the Linear Foot, acceptably installed.

#### BASIS OF PAVEMENT

Asphalt Curb, measured as provided above, shall be paid at the contract unit price which is full compensation for all work, hauling, materials, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.

## BID ITEM 90006 - ASPHALT FILL FOR SIDEWALK

#### **DESCRIPTION**

Asphalt Fill for Sidewalk shall be installed where directed by the Engineer to fill in gaps in existing sidewalk. Within the Atwood limits of this project, there is existing sidewalk that has broken and spalled at joints. In the locations noted by the Construction Engineer, the Contractor shall remove all loose material from the open areas then provide, place, and compact asphalt into the gaps such that it's even with the adjacent sidewalk. Cold patch will not be considered an acceptable material for this work.

## METHOD OF MEASUREMENT

Asphalt fill for sidewalk shall be measured by the Square Foot acceptably installed.

#### BASIS OF PAYMENT

Asphalt fill for sidewalk, measured as provided above, shall be paid at the contract unit price which is full compensation for all work, hauling, materials, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.

## **BID ITEM 90007 - MOUNTABLE MEDIAN CURB**

#### DESCRIPTION

Mountable median curb shall be installed at the locations indicated in the plans and per the detail drawings. All work shall be completed per Part III of the Standard Specifications.

#### METHOD OF MEASUREMENT

Mountable median curb shall be measured by the Linear Foot, along the back of curb.

## BASIS OF PAYMENT

Mountable Median Curb, measured as provided above, shall be paid at the contract unit price which price shall be full compensation for all work, hauling, materials, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.

## **BID ITEM 90008 - DECOMPOSED GRANITE**

## **DESCRIPTION**

This bid item is to provide decomposed granite for the tree openings where the trees are too large for tree grates, or to restore existing areas that have been treated with decomposed granite. Provide uniform 4" depth to surface of tree opening. Full 4" depth may not be possible at all locations due to tree roots. Do not damage tree roots for installation of Decomposed Granite.

## **MATERIALS**

Decomposed Granite is to be orange/red in color. Contractor shall submit sample to Engineer prior to ordering or installing.

#### METHOD OF MEASUREMENT

Decomposed Granite shall be measured by square foot of installed material.

## BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing, installing stone, and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

## BID ITEM 90009 - EXCAVATION, LOADING AND HAULING OF PETROLEUM CONTAMINATED SOIL

#### DESCRIPTION

This special provision describes excavating, loading, and hauling of petroleum contaminated soil to the Waste Management Madison Prairie Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. Tipping fees shall be paid for by the City of Madison.

Waste Management Madison Prairie Landfill 3490 Nelson Road Sun Prairie, WI 53590 (t) 608.837.9031

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

## Notice to the Contractor - Contaminated Soil Locations

Zones of known or suspected petroleum-contamination are indicated on the construction plan set, based on soil borings and DNR files. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis City of Madison Engineering 210 Martin Luther King, Jr. Blvd., Rm 115 Madison, WI 53703 608.267.1986 bbemis@cityofmadison.com

## Coordination

Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

- 1. Providing hauling manifests for Madison Prairie Landfill.
- 2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
- 3. Coordinating response measures for unknown contamination encountered.
- 4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three (3) calendar days prior to commencement of excavation activities in each of the contaminated areas.

Health and Safety Requirements
Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

#### CONSTRUCTION

Subsection 205.3 of the standard specification is supplemented with the following:

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site for no more than 24 hours. WDNR stockpile requirements for contaminated materials are specified in NR 718.05. Place contaminated soil on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover piles with impervious material, such as plastic sheeting, to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

#### METHOD OF MEASUREMENT

Excavation, Loading and Hauling of Petroleum-Contaminated Soil will be measured in tons of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

#### BASIS OF PAYMENT

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## BID ITEM 90010 - PAVEMENT MARKING HIGH FRICTION MMA, METRO RED

## **DESCRIPTION**

This work consists of furnishing and applying a high friction MMA colored pavement marking in accordance with this Section and in conformity with the lines and details shown on the plans. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be METRO RED.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary.

## **MATERIALS**

**General:** Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

Property	<u>Value</u>	Test Method
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	. 3	Film@ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

**Aggregate:** The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
	, 5,	

**Certification:** Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

#### CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

**Preparation:** Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

Mixing and Application of MMA based resin system and Aggregate Wearing Course: Utilize one of the following methods for the application of the MMA based resin system, as applicable.

- 1) **Hand mixing and application**: Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.
- 2) **Mechanical mixing and application**: Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate. Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

**Curing:** Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

**Removal of Excess Aggregate:** Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

#### PERFORMANCE REQUIREMENTS

**Raveling and Delamination:** Remove and replace high friction colored surface treatment that ravels, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article:

**Warranty:** The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the twopart modified epoxy material will not be subject to excessive cracking in its surface.

## METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

#### BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under. High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

## **BID ITEM 90011 - SAFETY FENCE**

#### **DESCRIPTION**

This special provision describes constructing a temporary fence where necessary between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. The safety fence shall be installed in locations where the railing has been removed and grading has not been completed, resulting in a drop-off between sidewalk, that is open to the public, and the grade or existing street. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the blind.

#### **MATERIALS**

Provide notched conventional metal "T" or "U" shaped fence posts.

Provide fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh opening: 1 inch min to 3-inch max

Resin/construction: High density polyethylene diamond mesh

Service temperature: -60° F to 200° F (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638)

Ultimate tensile strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at break (%): Greater than 100% (ASTM D638)
Chemical resistance: Inert to most chemicals and acids

#### CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at a maximum of 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

In areas where concrete sidewalk is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement or sidewalk. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.

## METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

## **BASIS OF PAYMENT**

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

## BID ITEM 90030 - 3'X6' STORM SAS

## **DESCRIPTION**

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "3X6 SAS" on storm sewer schedule.

Structure frames and castings shall be as called out on storm sewer schedule. Structure reinforcement shall be in conformance with Standard Detail Drawing 5.7.3. It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

## BID ITEM 90070 - REMOVE AND REINSTALL DECORATIVE STONE

#### DESCRIPTION

This item includes all necessary work, materials, excavation, and preparation to remove, store, protect, and reinstall decorative stone pavers located in front of 1960 Atwood Ave and as shown in plan set.

It is intended that the structure shall be constructed on a 4" bed of compacted select fill. Orient the removed stones in order to provide the most uniform spacing as possible, with limited gap sizes. Fill gaps with polymeric sand and sweep clean.

This item shall be constructed in accordance with Part II, III, and IV of the City of Madison Standard Specifications for Public Works Construction.

## METHOD OF MEASUREMENT

REMOVE AND REINSTALL DECORATIVE STONE shall be measured as each lump sum. The contract price shall include furnishing all materials necessary to perform the work; removal of stone pavers; storing stone pavers; protecting stone pavers through construction; furnishing all materials; backfilling the excavation and compaction of the backfill material; preparation of the stone paver bed; restoring the site; and all other work incidental to the installation of decorative stone pavers.

## BASIS OF PAYMENT

REMOVE AND REINSTALL DECORATIVE STONE shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description

## BID ITEM 90071 - REMOVE AND REINSTALL HISTORICAL MARKER

## DESCRIPTION

This item includes all necessary work, materials, excavation, and preparation to remove, store, protect, and reinstall historical marker sign located in front of 1960 Atwood Ave and as called out in plan set.

This item shall be constructed in accordance with Part II, III, and IV of the City of Madison Standard Specifications for Public Works Construction.

All aspects of the sign are to be salvaged including any images, plaques, and post features. Any damages shall be repaired or replaced at the Contractor's expense.

The sign shall be re-installed in the same manner as existing, including the setting and/or footing depth and orientation of all sign elements.

#### METHOD OF MEASUREMENT

REMOVE AND REINSTALL HISTORICAL MARKER shall be measured as each lump sum. The contract price shall include furnishing all materials necessary to perform the work; removal of sign and concrete base; storing sign onsite; protecting sign through construction; furnishing all materials; backfilling the excavation and compaction of the backfill material; preparation of the concrete base; restoring the site; and all other work incidental to the installation of the historical marker sign.

#### BASIS OF PAYMENT

REMOVE AND REINSTALL HISTORICAL MARKER shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description

## BID ITEM 90080 - INSTALL CURB BOX AND ROD

## DESCRIPTION

Provide all labor, equipment and incidentals required to install new curb boxes and/or curb rods for the services to properties on the south side of Winnebago Street where the retaining wall is being eliminated and the proposed terrace elevation over the curb boxes raised. Note that these existing curb boxes are on the low side of the existing retaining wall. This bid item shall pertain only to those services where the elevation at the curb stop is being raised six or more inches. Services where the box is adjusted less than six inches will be paid at the specified unit price per 704.26 Adjust Water Service Box.

#### **MATERIALS**

Madison Water Utility will provide new curb boxes and curb rods as required.

## CONSTRUCTION

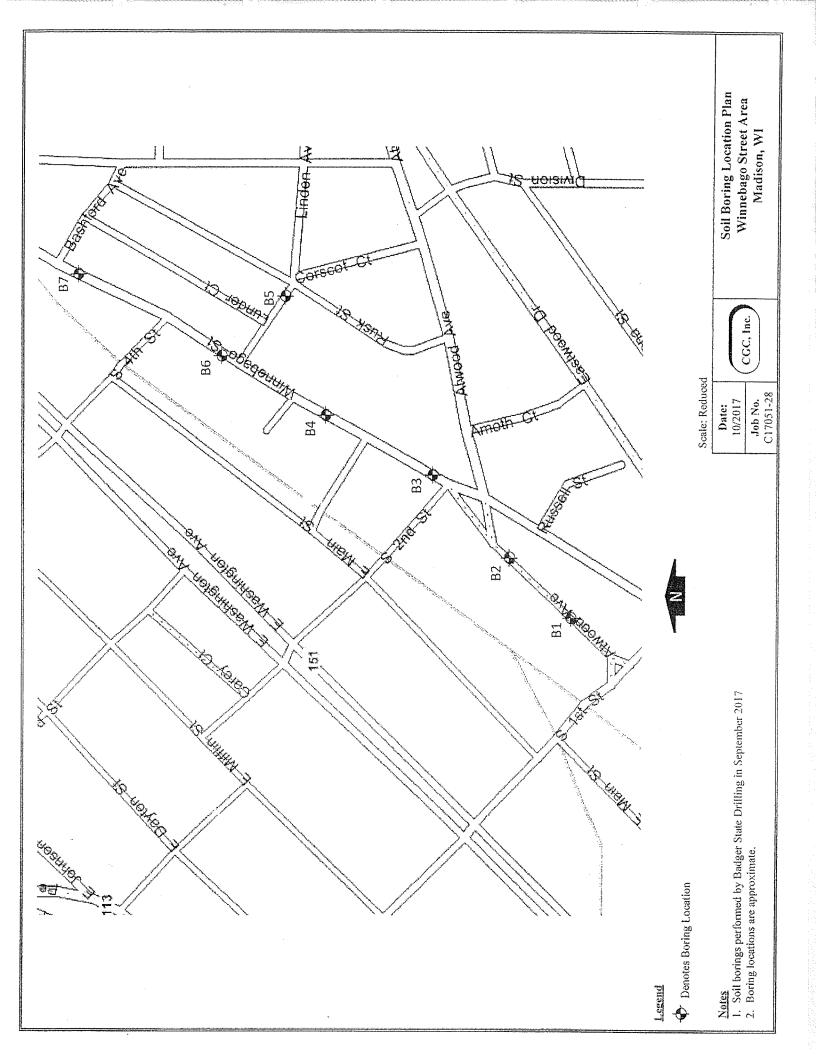
Per Standard Specification 704.27.3 Furnish and Install Curb Box – Construction. Note the requirement that the top of the curb rod must terminate within 4-feet of the finished box height.

#### METHOD OF MEASUREMENT

Measured by each completed unit

## **BASIS OF PAYMENT**

Paid by each acceptably completed unit at the contract bid price



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Project Winnebago Street Area

Atwood: 220'NE of 1st, 8'NW of CL

Location Madison, WI

Boring No. 1
Surface Elevation (ft) 862±
Job No. C17051-28
Sheet 1 of 1

2021 Parry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE	VISUAL CLASSIFICATION	SOIL PROPERTIES					
No. P (in.) Moist N Depth	and Remarks	qu (qa) (tsf)	w	LL	PL	LI	
	4 in. Asphalt Pavement/9 in. Recycled Asphalt						
1 16 M 9 L	Stiff, Brown Lean CLAY (CL)	(1.5)					
2 14 M 14 F 5-	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)			4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
3 14 M 21 L							
4 12 M 90 - 10-							
5 18 M 28 - 15-	Becoming Gray and Having Petroleum Odor Near 14 ft				The control of the co		
6 8 W 88/8"	Strong Petroleum Odor Near 19 ft End of Boring at 19.2 ft				-		
	Backfilled with Bentonite Chips and Asphalt Patch (N 43° 05.474', W 89° 21.400')				A COMPANY TO THE PROPERTY OF T	A TOTAL PROPERTY OF THE PROPER	
25-	A CONTRACTOR OF THE PROPERTY O	OFNED	AL ST	STE			
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Project Winnebago Street Area Surface Elevation

Atwood: 500'NE of 1st, Near CL Job No.

Location Madison, WI Sheet 1

 Boring No.
 2

 Surface Elevation (ft)
 861±

 Job No.
 C17051-28

 Sheet
 1 of
 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 **SOIL PROPERTIES** SAMPLE VISUAL CLASSIFICATION and Remarks Rec Depth Moist (qa) No. (in.) (£t) (tsf) 5 in. Asphalt Pavement/5 in. Concrete Pavement/3 in. Base Course 10 FILL: Stiff, Brown Clay with Occasional Sand and Gravel 12 M (1.5)Medium Dense to Very Dense, Brown Fine to 3 16 M 16 Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM) 50 5 12 M 86 16 M/W80/11 6 End of Boring at 19.9 ft Backfilled with Bentonite Chips and Asphalt Patch (N 43° 05.508', W 89° 21.353') **GENERAL NOTES** WATER LEVEL OBSERVATIONS 9/25/17 End Upon Completion of Drilling Start 9/25/17 While Drilling Driller BSD Chief MC Rig CME-55 Time After Drilling ▼ Logger DC Editor ESF Depth to Water Drill Method 2-1/4" HSA; Autohammer Depth to Cave in The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

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Boring No. 3 Surface Elevation (ft) 860± Project Winnebago Street Area Winnebago: 15'NE of 2nd, 18'SE of CL Job No. **C17051-28** Sheet 1 of 1 Location Madison, WI

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

SAMPLE				VISUAL CLASSIFICATION			SOIL PROPERTIES					
No.	T Rec	Moist	N	Depth		and Remarks		qu (qa) (tsf)	W	ΓĒ	PL.	ri
				<del> </del>	X	3.5 in. Asphalt Pavement/6 in. Concrete Pavin. Base Course	/ement/5					
1	18	М	7	<u></u>	崩	FILL: Loose, Brown Sand with Variable Si	it and					
······································						Gravel Contents to 3 ft						
2	18	М	7	<u> </u>  -  -		Soft to Medum Stiff, Brown Clay with Occa Sand and Gravel to 5.5 ft	asional	(0.5)				
				<del>  5-</del>		Very Dense, Brown Silty Sand and Gravel t	to 8 ft					
3	18	М	71	L		, 0., 2.00.00,						
				T		Dense to Very Dense, Brown Fine to Mediu	ım					
4	6	M	73/7	-  -  -  -  -		SAND, Some Silt and Gravel, Scattered Co Boulders (SM - Possible Fill to 10 ft)	bbles &					
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Project Winnebago Street Area
Winnebago: 175'NE of Sutherland, 12'SE of CL
Location Madison, WI

Boring No.		4
Surface Ele	vation (ft)	862±
Job No	C1705	1-28
Sheet	<b>1</b> of	1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887							***************************************					
SAMPLE					VISUAL CLASSIFICATIO	N	SOIL	PRO	PER	RTIE	S	
No.	Rec (in.)	Moist	N	Depth (ft)		and Remarks		qu (qa) (tsf)	W	LL	PL	LI
1	14	M	17	-  -		4.5 in. Asphalt Pavement/5.5 in. Concrete Pavement/6 in. Base Course	2					
ļ	14	15.1	1/	⊢ └─ └		FILL: Medium Dense to Very Loose, Br with Variable Silt and Gravel Contents	own Sand		-1,			
2	18	М	4									
				<u> </u>		Medium Dense, Light Brown SILT, Trac	e Fine					
3	16	М	13	<u></u>		Sand (ML)	O 1 1110					
					1.1.1	Medium Dense to Dense, Brown Fine to	Medium					
4	18	М	21	<del>-</del>		SAND, Some Silt and Gravel, Scattered (Boulders (SM)						
				† 10   								
				<u>L</u>								
					1011							
5	18	W	39		iri.							
				L		End of Boring at 15 ft						
						Backfilled with Bentonite Chips and Asp	halt Patch					And a second sec
		44464		-    -		(N 43° 05.620', W 89° 21.229')	)				moneyout the design of the des	
		Sin and delete of the Contract American	,									
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				L 25-								
			W	ATER	LE	EVEL OBSERVATIONS		SENERA	_ NC	TES		
	e Drill			3.61	Ţ	Upon Completion of Drilling13.6'	Start 9/2	25/17 End	9/25	17.	<b>4</b>	
	After 1 to W	Drillir ater	ng		<del></del>			SD Chief DC Editor	M(ES	ZR F	ig CN	1E-55
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The soi	strat 1 type	ificat s and	ion l	ines re ransiti	pres on m	ent the approximate boundary between ay be gradual.		*******				

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<u>`</u>			

Project Winnebago Street Area
Linden: 45'NW of Rusk, 10'SW of CL
Location Madison, WI

Boring No. 5
Surface Elevation (ft) 872±
Job No. C17051-28
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SOIL PROPERTIES SAMPLE VISUAL CLASSIFICATION and Remarks Red Depth (qa) Moist No (ft) (in.) (tsf) 8 in. Asphalt Pavement FILL: Medium Dense, Brown Sand with Variable M 17 Silt and Gravel Contents Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered 12 2 14 M Cobbles & Boulders (SM - Possible Fill to 5.5 ft) 73 3 12 M Medium Dense, Brown Fine SAND, Trace to Little 17 Silt and Gravel (SP/SP-SM) 18 M Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders 5 18 82 (SM) End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch (N 43° 05.637', W 89° 21.153') **GENERAL NOTES** WATER LEVEL OBSERVATIONS 9/25/17 End 9/25/17 Start Upon Completion of Drilling _ Ÿ NW While Drilling Driller BSD Chief MC Rig CME-55
Logger DC Editor ESF Time After Drilling Depth to Water Drill Method 2-1/4" HSA; Autohammer Depth to Cave in The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



Project Winnebago Street Area
Winnebago: 65'NE of Linden, 15'SE of CL
Location Madison, WI

Boring No. 6
Surface Elevation (ft) 864±
Job No. C17051-28
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SAMPLE SOIL PROPERTIES VISUAL CLASSIFICATION Depth and Remarks Moist (qa) LL LI (ft) (tsf) 4.5 in. Asphalt Pavement/4.5 in. Concrete Pavement/6 in. Base Course M 13 FILL: Very Stiff, Brown Clay with Occasional (2.5)Sand and Gravel Medium Dense, Brown Fine to Medium SAND, 2 18 M 13 Some Silt and Gravel, Scattered Cobbles & Boulders (SM) 1.11 ÌΠ 3 15 27 M Loose to Medium Dense, Brown Fine to Medium SAND, Trace Silt (SP) 5 16 W 10 End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch (N 43° 05.670', W 89° 21.189') 20-WATER LEVEL OBSERVATIONS **GENERAL NOTES** 9/25/17 End ∑ 14.0° 9/25/17 While Drilling Upon Completion of Drilling 14' Start Driller BSD Chief MC Rig CME-55 Time After Drilling Logger DC Editor Depth to Water ESF Drill Method 2-1/4" HSA; Autohammer Depth to Cave in

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

/			1	W
	( (	. T	INC	•
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Project Winnebago Street Area Winnebago: 50'NE of Bashford, 15'SE of CL Location Madison, WI

Boring No. 7 Surface Elevation (ft) 865± Job No. C17051-28 Sheet 1 of 1

						l Per	ry Street, Madison, WI 53713 (608) 288-4100,	COLL DRODERTIES						S
SAMPLE							VISUAL CLASSIFICATION			qu qu				
No.	1	Rec in.)	Moist	N	Depth (ft)		and Remarks		(4	in (a) sf)	W	LL	PL	ľI
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1		8		16	<u> </u>	例	in. Base Course  Medium Dense, Brown Fine to Medium SA	ND.						
					<u>L</u>		Some Silt and Gravel, Scattered Cobbles &	,						
							Boulders (SM)			-				
2		14	M	11										
					-   5-								······································	
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3		18	M	15	<u></u>									
					Ė									
4		16	M	25	+									
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					ļ		Medium Dense, Brown Fine to Medium SA	ND,						
					¥		Little to Some Silt and Gravel (SP-SM/SM)	)						
5		. 18	W	28						East to the control of the control o		1		
ļ				1	L 15-	-2411	End of Boring at 15 ft	<u></u>						
1			- Commence				Backfilled with Bentonite Chips and Aspha	alt Patch	acia usida en electrar en elec					
					F		(N 43° 05.755', W 89° 21.123')		2,00			and the same		
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			1	W	ATE	R L	EVEL OBSERVATIONS		GEN	ERA	_ NC	)TE	S	
Wh	nile	Dril	ling	<u>V</u>	13.0'				9/25/17	End	9/25		oia C	and es
Time After Drilling						Driller Logger	BSD DC	Editor	ES	SF.		ME-55		
Depth to Water  Depth to Cave in							Orill Met	hod	2-1/4" I	ISA;	Auto	amn	ier	
ī	he.	stra	tifica	tion	lines	repre	sent the approximate boundary between						*****	*****



September 18, 2018

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

Christopher J. Petykowski, P.E. John S. Fahmey, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Mark D. Moder, P.E.

Janet Schmidt, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager 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. 8106

WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSEMENT DISTRICT -2018

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:

See below for a summary of items that have been removed, added or revised. Refer to the proposal for updated quantities. See proposal on bidexpress.com.

## ITEMS:

Action	Bid Item	Description
MODIFY	40202	HMA PAVEMENT 4 LT 58-28 S
MODIFY	40204	HMA PAVEMENT 4 MT 58-28 S

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





September 18, 2018

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
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Facilities & Sustainability

Jeanne E. Hoffman, Manager Bryan Cooper, Principal Architect

**Mapping Section Manager** 

Eric T. Pederson, P.S.

NOTICE OF ADDENDUM ADDENDUM NO. 1 CONTRACT NO. 8106 Financial Manager Steven B. Danner-Rivers

WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSEMENT DISTRICT - 2018

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:**

REMOVE FROM SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY:

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211.

ADD TO SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY:

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 620-2044.

## REMOVE FROM SECTION 109.2 PROSECUTION OF WORK

If the work on Atwood Ave. was not completed in 2018, all work under this contract shall be completed by AUGUST 30, 2018.

## ADD TO SECTION 109.2 PROSECUTION OF WORK

If the work on Atwood Ave. was not completed in 2018, all work under this contract shall be completed by AUGUST 30, 2019.

## ADD TO BID ITEM 90002 - REMOVE CONCRETE WALL

City Engineering has drilled two investigative holes in the wall to determine the existing thickness and found the wall to be approximately 8" to 10" thick. Prior to saw cutting, the Contractor shall drill additional investigative holes in the wall to determine the appropriate saw cut location relative to the face of wall. Investigative drilling or digging to expose and confirm actual construction methods of the wall shall be considered incidental to this bid item.

At a minimum, the wall shall be removed to 4 ft. below the final surface elevation at the existing street face of the wall.

## **PROPOSAL:**

See below for a summary of items that have been removed, added or revised. Refer to the proposal for updated quantities. See proposal on bidexpress.com.

## ITEMS:

Action	Bid Item	Description
ADD	50201	ROCK EXCAVATION
MODIFY	50353	SANITARY SEWER LATERAL
MODIFY	50401	12 INCH TYPE I RCP STORM SEWER PIPE
MODIFY	50725	5'X5' STORM SAS
MODIFY	50741	TYPE H INLET
MODIFY	50794	PRIVATE STORM SEWER RECONNECT, TYPE 2

## **PLANS:**

Remove and insert revised plan sheets as noted below.

Sheet D-1: modified dimension of approximate saw cut location for concrete wall removal.

Sheets U-2 to U-4: added additional private storm connection and additional pipe and structures to make connection. Shortened 7 sanitary laterals on 2100 & 2200 blocks to limit excavation near walls

Sheet U-9: revised per noted storm sewer changes.

Sheet W-2: Developer at 2048/2100 Winnebago revised their proposed utility plan to relocate the water service. Proposed 6-in service for this property moved to match their revised plan.

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.

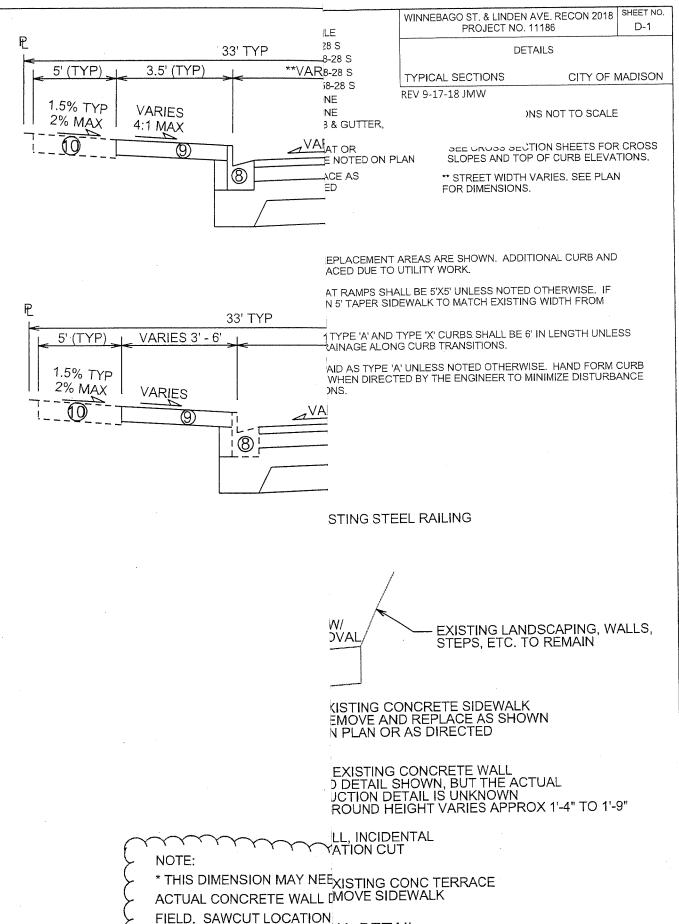
Sincerely,

Robert F. Phillips, P.E.

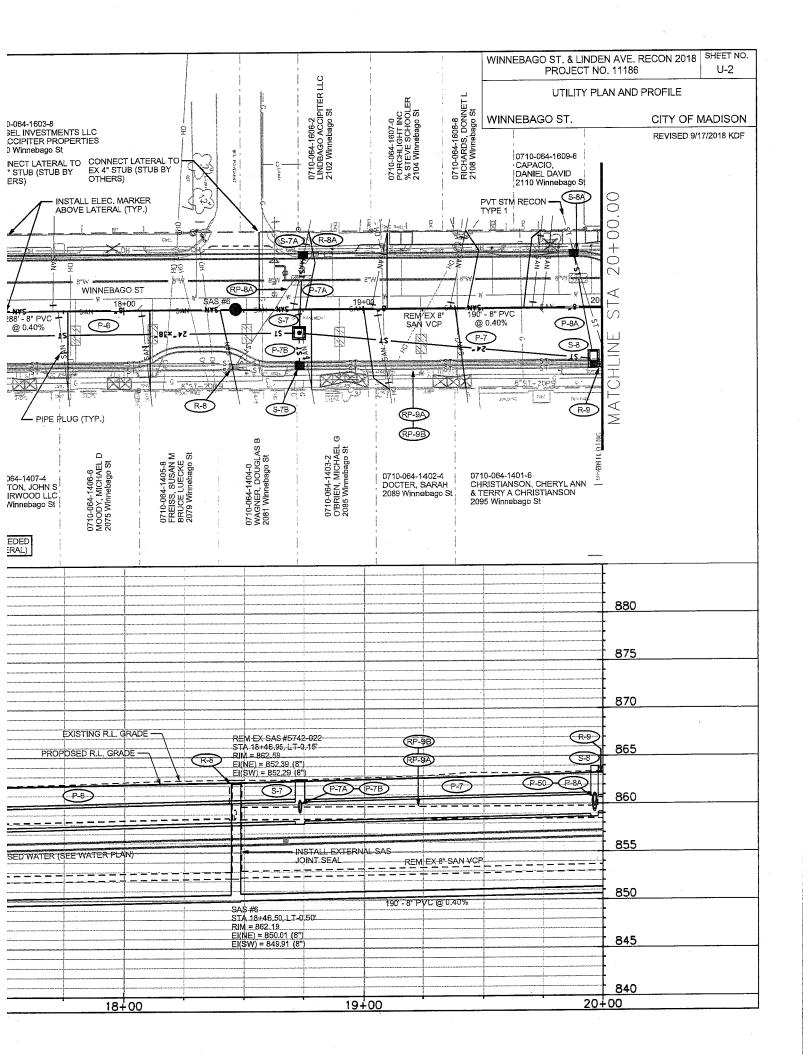
City Engineer

RFP:JMW





FOR WALL REMOVAL AND NAL DETAIL

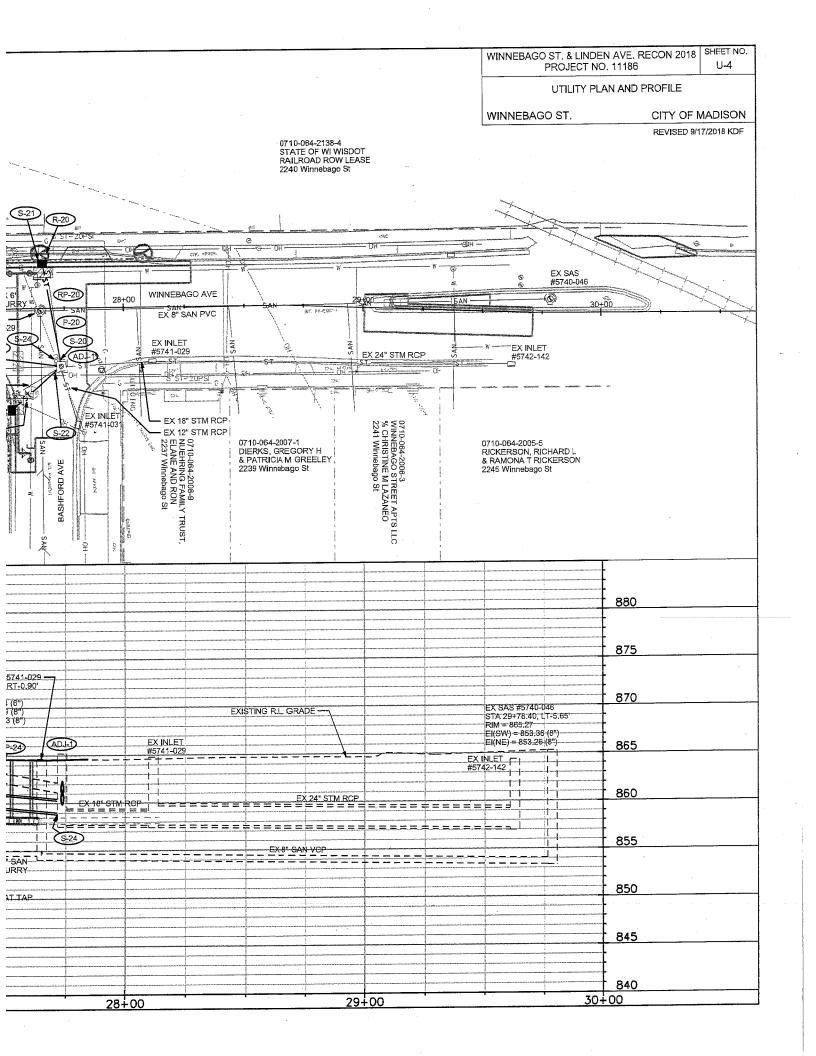


SHEET NO.

WINNEBAGO ST. & LINDEN AVE. RECON 2018

25÷00

20+00



# STORM SEWER SCHEL

PROPOSED STORM STRUCTURES

WINNEBAGO ST. & LINDEN AVE. RECON 2018 PROJECT NO. 11186

STORM SEWER SCHEDULE

CITY OF MADISON

SHEET NO.

U-9

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	T)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
WINNEBA	GO ST							
WINNEBA S-1 S-2 S-2A S-3 S-4 S-4A S-4B S-5 S-5A S-5B S-5C S-6A S-5B S-7 S-7A S-7B S-8 S-7 S-7B S-8 S-8 S-9 S-10 S-10B S-11	12+24.97 12+88.00 12+88.00 13+99.55 14+89.50 15+14.00 15+92.00 15+50.01 15+50.00 16+02.72 16+02.72 16+68.86 17+03.70 16+68.86 18+73.33 18+75.00 18+73.36 19+96.52 19+88.24 20+74.58 21+25.20 21+25.20 21+32.85 21+66.05	RT-23.30 RT-21.00 LT-23.00 RT-21.00 LT-23.00 LT-23.00 LT-23.00 RT-16.50 RT-10.00 RT-16.50 RT-10.00 LT-23.00 RT-23.00	6X6 CATCHBASIN 3X6 SAS H INLET 3X6 SAS 3X6 SAS H INLET H INLET 5X5 SAS H INLET 6X6 CATCHBASIN H INLET 4X4 SAS H INLET 4X4 SAS H INLET 3X6 SAS H INLET 3X6 SAS H INLET 3X3 SAS 6X6 CATCHBASIN H INLET 3X3 SAS		0.40% 0.40% 0.50% 0.40% 0.50% 0.50% 0.40% 1.25% 0.40% 1.25% 0.555% 0.50% 0.50% 0.50% 0.50% 0.50% 0.50% 0.50%	29"X45" 29"X45" 12" 29"X45" 24"X38" 15" 24"X38" 12" 24"X38" 12" 12" 12" 12" 12" 18" 12" 18" 15" 15" 15"	HERCP HERCP TYPE I HERCP TYPE I TYPE I HERCP TYPE I HERCP TYPE I	
S-11A	21+67.02	RT-22.50	H INLET		3.00%	12"	TYPE	-
S-12 S-124	22+45.20 22+45.20	RT-10.00	3X3 SAS		0.50%	12"	TYPE I	-

3.00%

0.50%

4.25%

2.50%

2.00%

1.00%

0.50%

1.00%

3.00%

3.45%

5.00%

10.00%

6.00%

8.00%

UCTURE. PIPE LENGTH

E CALCULATED USING

12"

12"

12"

15"

15"

12"

12"

12"

12"

18"

12"

15"

12"

12"

ONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF;

TYPE I

## SPECIFIC NOTES

S-12A

S-12B

S-20

S-21

S-22

S-23

S-24

S-25

S-26

S-26A

S-26B

S-27A

S-50

S-51

S-52

S-53

S-50A

LINDEN AVE

S-27

22+45.20

22+46.40

27+73.50

27+65.99

27+73.50

27+52.53

27+73.50

27+29.34

26+83.03

26+83.03

26+80.72

25+89.75

25+84.15

50+44.39

50+44.40

51+04.39

51+48.04

51+56.29

[2] STRUCTURE SHALL HAVE 3' SUMP BELOW LISTED INVERT PEI

LT-22.50

RT-22.50

RT-24.25

LT-18.69

RT-24.25

RT-42.20

RT-24.25

RT-17.86

RT-10.00

LT-22.50

RT-22.48

RT-10.00

RT-22.50

RT-11.54

LT-11.46

RT-11,47

RT-6.01

LT-35.70

**HINLET** 

H INLET

H INLET

**HINLET** 

H INLET

3X3 SAS

H INLET

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3X3 SAS

**HINLET** 

3X3 SAS

H INLET

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3X3 SAS

**HINLET** 

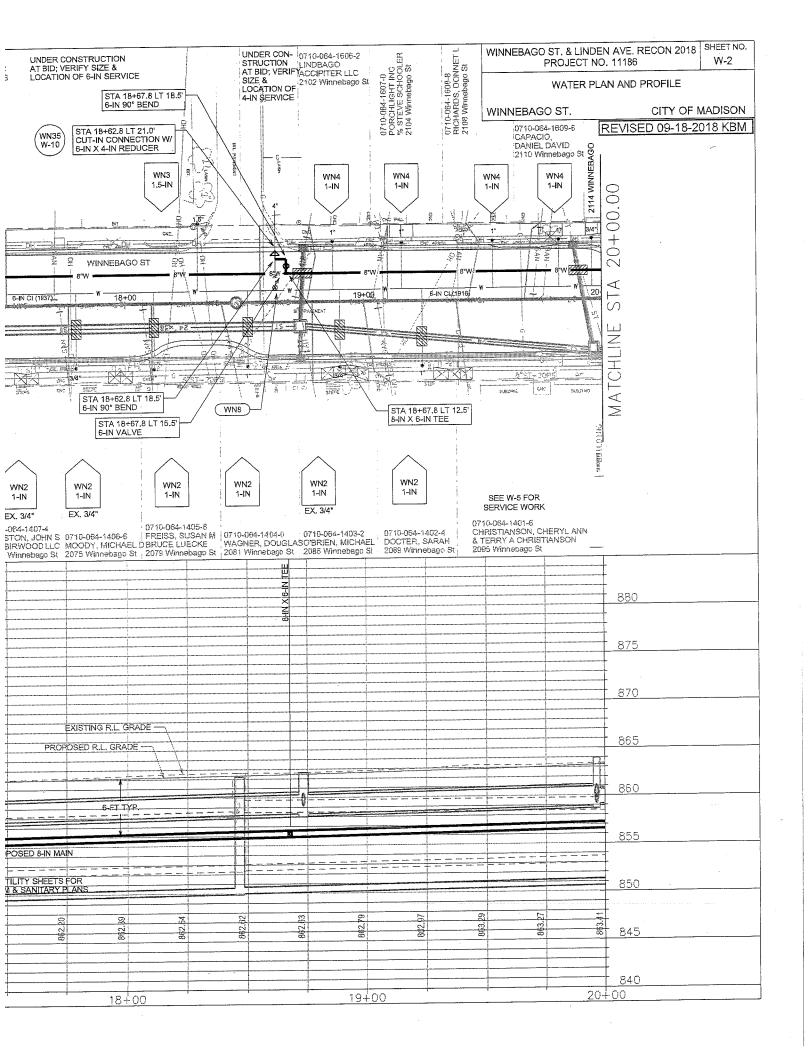
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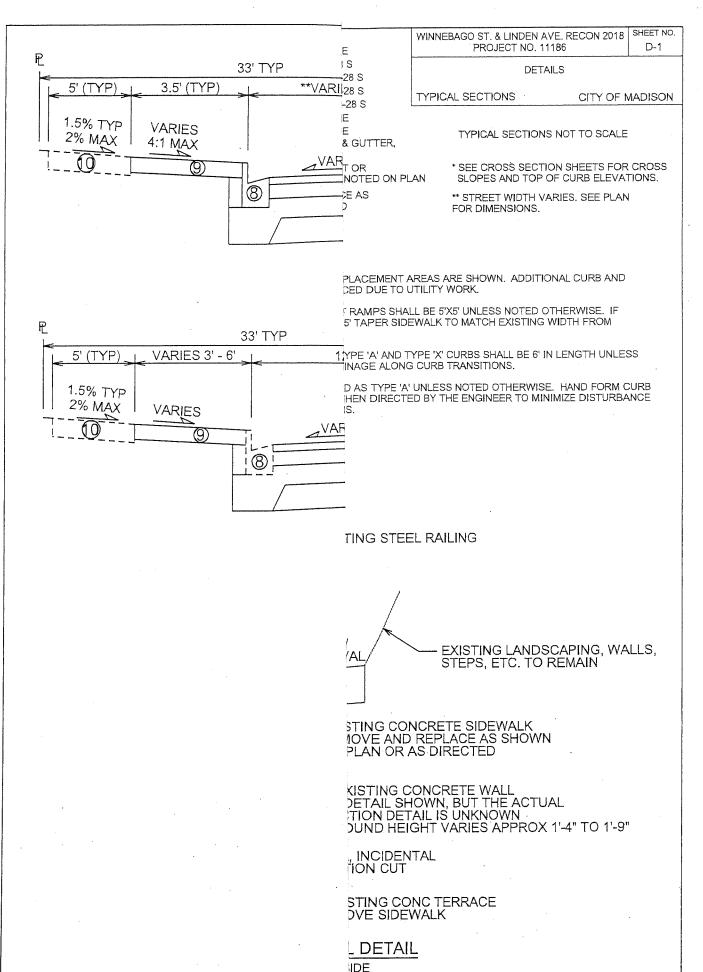
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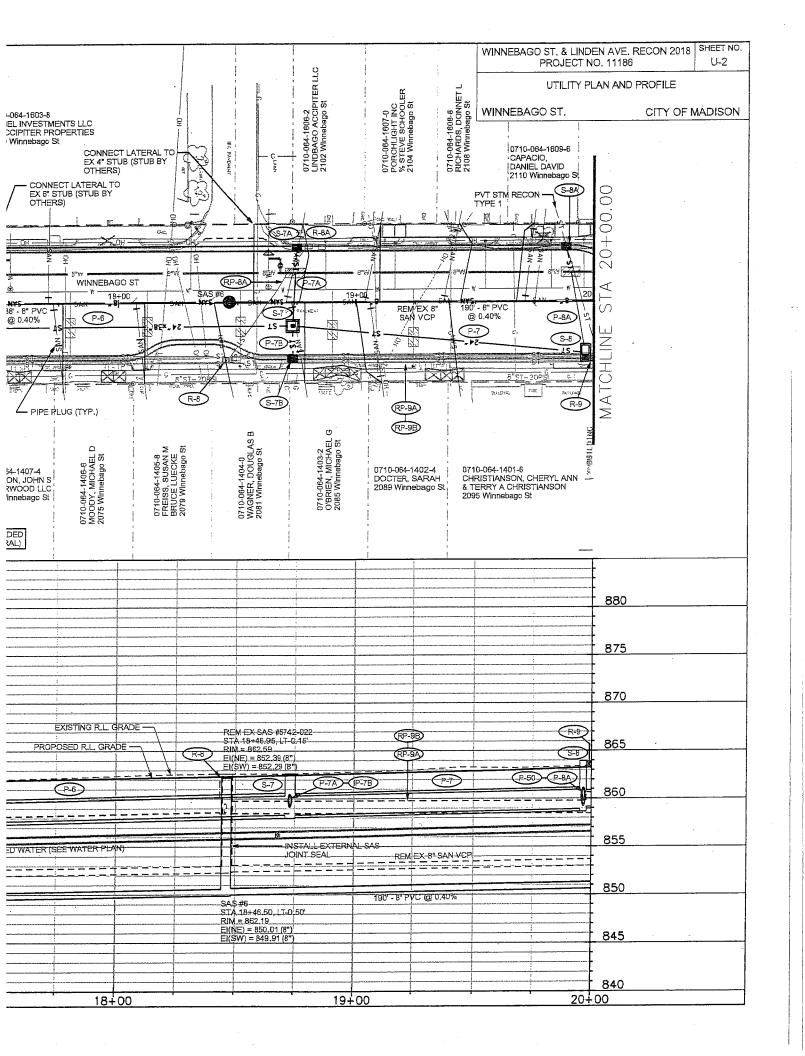
TAP

[3] INSTALL R-3067-7004-V AND R-1550-0054. R-3067-7004-V SHAL OFFSET 1.5' FROM CENTER OF STRUCTURE, AWAY FROM PA\ND GUTTER.

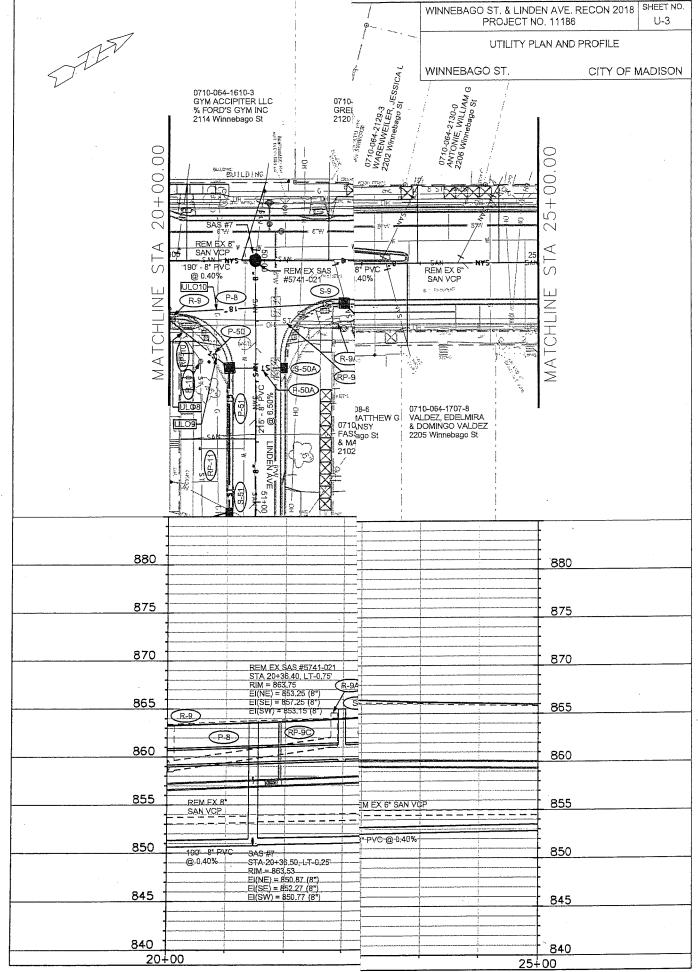
STURES (NOT INDICATED AS FIELD POURED) SHALL BE CONTACT KYLE FRANK OF CITY ENGINEERING AT (608) 266-INGS TO KFRANK@CITYOFMADISON.COM.

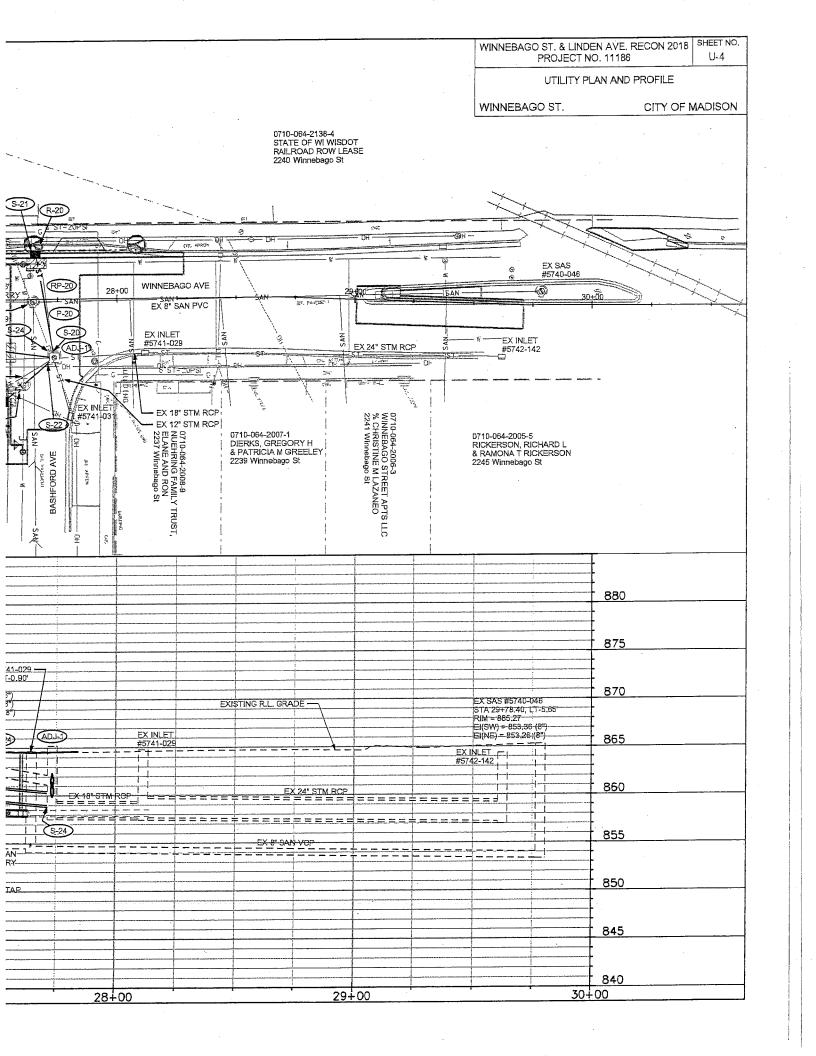






PLOT SCALE:





#### WINNEBAGO ST. & LINDEN AVE. RECON 2018 PROJECT NO. 11186

SHEET NO. U-8

SANITARY SEWER SCHEDULE

CITY OF MADISON

PROPOSED SANITARY STRUCTURES

SANITARY SEWER SCH

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	PIPE SIZE	PVC TYPE	NOTES
ATWOOD AVE SAS #1 SAS #2 SAS #3	103+77.28 107+22.28 108+93.78	CL CL	862.38 860.59 860.40	12" 12" 8"	SDR-26 SDR-26 SDR-26	- - -
WINNEBAGO ST SAS #4 SAS #5 SAS #6 SAS #7 SAS #8 SAS #9	13+73.50 15+58.50 18+46.50 20+36.50 23+66.50 27+26.50	CL LT-0.25 LT-0.50 LT-0.25 CL	860.62 860.95 862.19 863.53 866.45	8" 8" 8" 8" 8"	SDR-26 SDR-26 SDR-26 SDR-26 SDR-26 SDR-26	- - - -
LINDEN AVE SAS #20	52+15.00	CL	873.91	8"	SDR-26	-

SANITARY STRUCTURE REMOVALS

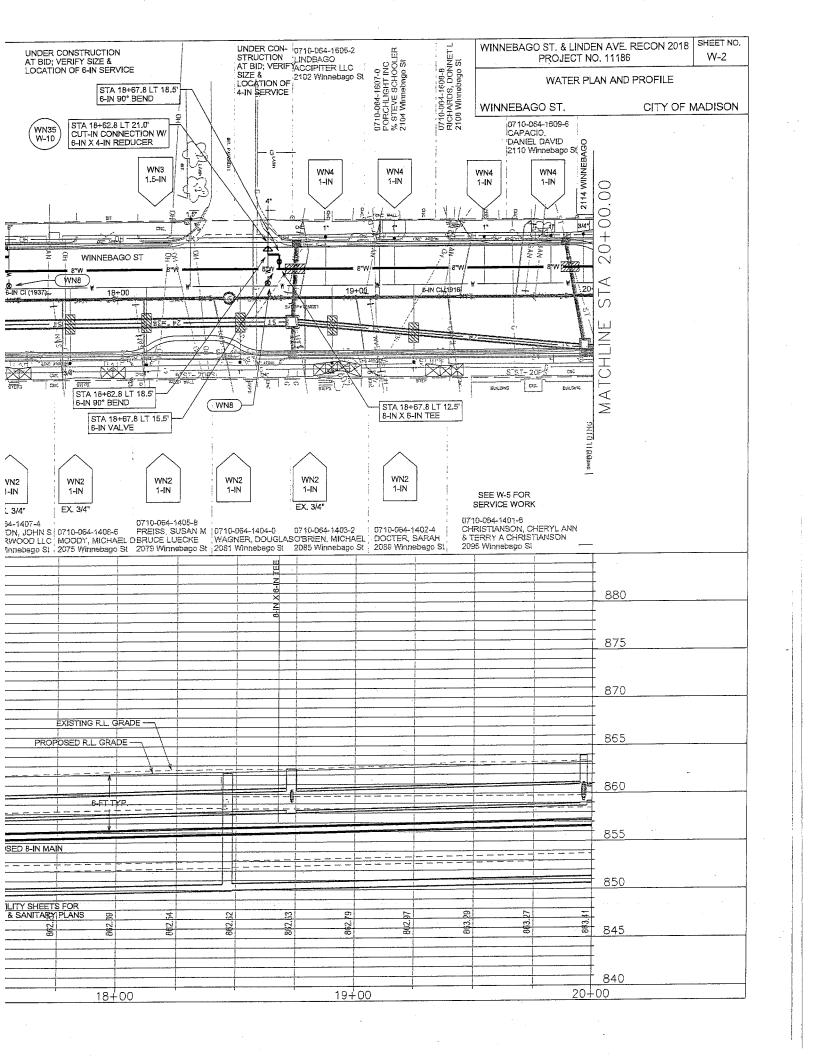
STRUCTURE	STATION	LOCATION	TOP OF	NOTES
ID NO.		(OFFSET)	CASTING	NOTES
		,		
ATWOOD AVE				•
SAS #5642-003	102+25.55	RT-1.10	863.12	
SAS #5642-036	103+77.45	RT-0.55	862.35	_
SAS #5742-010	107+22.15	LT-0.70	860.57	· -
SAS #5742-009	108+75.00	LT-1.65	860.13	
SAS #5742-028	108+93.85	LT-0.25	860.38	
				_
WINNEBAGO ST				
SAS #5742-008	13+77.00	RT-0.45	860.62	
SAS #5742-007	15+58.35	RT-0.15	861.02	_
SAS #5742-022	18+46.95	LT-0.15	862.59	_
SAS #5741-021	20+36.40	LT-0.75	863.75	
SAS #5741-034	23+66,95	LT-0.65	865.96	
SAS #5741-030	25+66.30	LT-0.25	865.48	
				-
LINDEN AVE				- -
SAS #5741-023	51+73.85	RT-0.75	874.50	

NOTES

[3], W/ SLURRY

### SPECIFIC NOTES

- [1] INSTALL INTERNAL CHIMNEY SEAL PER S.D.D. 5.7.17
- [2] INSTALL EXTERNAL SAS JOINT SEAL SEAL PER S.D.D. 5.7.2. PA
- [3] ABANDONMENT PAID UNDER BID ITEM 30141



#### SECTION E: BIDDERS ACKNOWLEDGEMENT

## WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

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.

DC CIRC	are numerically in the spaces provided. All words and numbers shall be written in link.
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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison, all in accordance with the plans and
*	specifications as prepared by the City Engineer, including Addenda Nos through to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. J	hereby certify that all statements herein are made on behalf of S+L Under are hard, inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Corporation apartnership consisting of the City 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.
SIGNATU	
$\mathcal{P}_{r}$	esident SEAL
TITLE, IF	ANY
Sworn	and subscribed to before me this
aot	h day of September , 2018
min ministra	
(Notary	Public or other officer authorized to administer cather than the second
My Cor	mmission Expires 2-11-22
Diddoro	scholl not add any conditions or qualifying statements to this transity

#### Contract 8106 - S&L Underground, Inc.

Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

Method of Submittal for Bidder Acknowledgement (click in box below to choose) * I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

Addendum Acknowledgement

Acknowledge each	Addenda reviewed	d by checking :	the appropriate (	checkboxes below.
------------------	------------------	-----------------	-------------------	-------------------

M.	Addendum 1 *
V	Addendum 2 *
Г	Addendum 3
	Addendum 4
	Addendum 5
Π	Addendum 6

,....

#### 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.

pro	The Contractor has reviewed the list and shall not use any apprenticeable trades on this lect.
	T APPRENTICABLE TRADES (check all that apply to your work to be performed on this tract)
	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 /
SE V	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

# WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

## 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 Country Road K Lodi, W1 53555
Telephone Number: 608 - 592 - 0625 Fax Number: 608 - 592 - 380 4
Contact Person/Title: Bill Pulvermacher / Sr. Estimator
Prime Bidder Certification
i. Ben Larrabee President of
Name
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
21 COO BOOM TO TO THE REPORT OF THE PARTY OF
Witness' Signature Englishment
The state of the s
$\frac{9/20/2018}{\text{Date}}$ SEAL
9/20/2018 SEAL SEAL SEAL
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# WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

### **Small Business Enterprise Compliance Report**

### **Summary Sheet**

#### SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
The state of the s		%	
IR's Landsige	LandscaperEnsion	/ %	
i.	$\mathscr{X}_{i}$	%	
Bullet Transit	Trucking	6 %	
,		%	
distribution and the second se	Managaran and Market State of the State of t	%	
· Contraction		%	
Historian and the state of the	32.22.2	. %	
		%	
Tacks of the constitution and the constitution of the constitution		%	
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		%	
		%	
		<b>%</b>	
Subtotal SBE who are NOT suppliers:		7 %	
SBE Subcontractors Who Are Suppliers			
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
Fig. 7. Company of the company of th		<u> </u>	
		% .	
4844		%_	
		%_	
		%	
1		%	
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)	
Total Percentage of SBE Utilization:	%.		

## WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8106

DATE: 9/20/18

Item		Quantity	Price	Extension
Section B: Proposal Page	OLBA	4.00	<b>#44 400 00</b>	<b>#</b> 14 400 00
10701.0 - TRAFFIC CONTROL - LUMP		1.00	\$11,490.00	\$11,490.00
10721.0 - TRAFFIC CONTROL SIGN - F	PORTABLE CHANGEABLE	20.00	<b>¢</b> EO OO	<b>#4 400 00</b>
MESSAGE - DAYS	DECC CION DAVO	28.00	\$50.00	\$1,400.00
10725.0 - ALTERNATE BUSINESS ACC		450.00	\$2.00	\$900.00
10790.0 - RAILROAD INSURANCE - LL	IMP SUM	1.00	\$6,900.00	\$6,900.00
10911.0 - MOBILIZATION - LUMP SUM		1.00	\$239,000.00	\$239,000.00
20101.0 - EXCAVATION CUT		5000.00	<b>\$04.70</b>	<b>#440 450 00</b>
C.Y.		5090.00	\$21.70	\$110,453.00
20130.0 - UNDERDRAIN - L.F.	CAC (NONL)A(O) (EN)	850.00	\$15.00	\$12,750.00
20140.0 - GEOTEXTILE FABRIC TYPE	SAS (NON-WOVEN)	0500.00	<b>#0.00</b>	<b>\$</b> 0.500.00
- S.Y.	TON	2500.00	\$3.80	\$9,500.00
20219.0 - BREAKER RUN	- TON	2000.00	\$16.00	\$32,000.00
20221.0 - TOPSOIL - S.Y.		1900.00	\$6.50	\$12,350.00
20301.0 - SAWCUT CONCRETE PAVE		125.00	\$4.00	\$500.00
20303.0 - SAWCUT ASPHALT PAVEME		240.00	\$1.50	\$360.00
20321.0 - REMOVE CONCRETE PAVE		8700.00	\$7.70	\$66,990.00
20322.0 - REMOVE CONCRETE CURB		3900.00	\$3.00	\$11,700.00
20323.0 - REMOVE CONCRETE SIDEV		14725.00	\$3.20	\$47,120.00
20324.0 - REMOVE CONCRETE STEPS		230.00	\$4.50	\$1,035.00
20327.0 - REMOVE TREE GRATE - EA	CH	19.00	\$300.00	\$5,700.00
20401.0 - CLEARING - I.D.		55.00	\$109.00	\$5,995.00
20402.0 - GRUBBING - I.D.		100.00	\$75.00	\$7,500.00
20701.0 - TERRACE SEEDING - S.Y.		1900.00	\$2.40	\$4,560.00
21063.0 - EROSION MATTING, CLASS		1900.00	\$3.20	\$6,080.00
30201.0 - TYPE 'A' CONCRETE CURB	& GUTTER - L.F.	3350.00	\$21.50	\$72,025.00
30203.0 - TYPE 'X' CONCRETE CURB	& GUTTER - L.F.	350.00	\$32.50	\$11,375.00
30204.0 - TYPE 'D' CONCRETE CURB	& GUTTER - L.F.	60.00	\$23.00	\$1,380.00
30205.0 - TYPE 'E' CONCRETE CURB	& GUTTER - L.F.	70.00	\$36.00	\$2,520.00
30206.0 - TYPE 'G' CONCRETE CURB	& GUTTER - L.F.	70.00	\$36.00	\$2,520.00
30208.0 - HAND FORMED CONCRETE	CURB & GUTTER (TREE			
LOCATIONS) - L.F.		50.00	\$38.00	\$1,900.00
30301.0 - 5" CONCRETE SIDEWALK -	S.F.	11825.00	\$7.40	\$87,505.00
30302.0 - 7" CONCRETE SIDEWALK A	ND DRIVE - S.F.	3600.00	\$10.70	\$38,520.00
30311.0 - CONCRETE MOUNTABLE M		125.00	\$10.00	\$1,250.00
30340.0 - CURB RAMP DETECTABLE		200.00	\$45.00	\$9,000.00
40101.0 - CRUSHED AGGREGATE BA	SE COURSE GRADATION	2500.00	¢47.40	£40 500 00
NO. 1 - TON 40102.0 - CRUSHED AGGREGATE BA	SE COLIBSE CRADATION	2500.00	\$17.40	\$43,500.00
	SE COURSE GRADATION	4100.00	¢17.40	Φ74 240 00
NO. 2 - TON	C TON		\$17.40 \$83.00	\$71,340.00 \$10,375,00
40202.0 - HMA PAVEMENT 4 LT 58-28		125.00		\$10,375.00
40203.0 - HMA PAVEMENT 3 MT 58-28		1605.00	\$69.10 \$71.30	\$110,905.50
40204.0 - HMA PAVEMENT 4 MT 58-28		905.00	\$71.30	\$64,526.50
40231.0 - ASPHALT DRIVE & TERRAC		35.00	\$36.00	\$1,260.00
60801.0 - PAVEMENT MARKING EPOX	AT, DOUBLE LINE, 4-INCH -	4000.00	<b>#0.00</b>	<b>#4</b> 000 00
L.F.	0/ LINE 0 DIO!! ! =	1800.00	\$0.90	\$1,620.00
60802.0 - PAVEMENT MARKING EPOX	Y, LINE, 6-INCH - L.F.	4600.00	\$0.65	\$2,990.00

## WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8106

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Item Control of the C	Quantity	Price	Extension
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH -			
L.F.	1200.00	\$5.00	\$6,000.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH -	400.00	<b>#C 00</b>	¢0.400.00
L.F.	400.00	\$6.00	\$2,400.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL	552.00	\$7.00	\$3,864.00
CROSSWALK, 18-INCH - L.F. 60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH -	332.00	Φ7.00	\$5,804.00
L.F.	240.00	\$7.40	\$1,776.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE	2-10.00	Ψ110	Ψ1,770.00
SHARROW - EACH	1.00	\$140.00	\$140.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE -	****	+	•
EACH	10.00	\$130.00	\$1,300.00
90001.0 - 7" TEXTURED & COLORED CONCRETE - S.F.	325.00	\$12.00	\$3,900.00
90002.0 - REMOVE CONCRETE WALL - L.F.	655.00	\$25.00	\$16,375.00
90003.0 - REMOVE RAILING - L.F.	655.00	\$6.00	\$3,930.00
90004.0 - TEMPORARY CROSS WALK ACCESS - EACH	12.00	\$780.00	\$9,360.00
90005.0 - ASPHALT CURB - L.F.	250.00	\$14.20	\$3,550.00
90006.0 - ASPHALT FILL FOR SIDEWALK - S.F.	250.00	\$6.00	\$1,500.00
90007.0 - MOUNTABLE MEDIAN CURB - L.F.	120.00	\$34.50	\$4,140.00
90008.0 - DECOMPOSED GRANITE - S.F.	225.00	\$7.00	\$1,575.00
90009.0 - EXCAVATION, LOADING AND HAULING OF			***
PETROLEUM CONTAMINATED SOIL - TON	330.00	\$40.00	\$13,200.00
90010.0 - PAVEMENT MARKING HIGH FRICTION MMA, METRO	000.00	<b>#44.00</b>	#9.400.00
RED - S.F.	600.00	\$14.00 \$7.00	\$8,400.00 \$4,585.00
90011.0 - SAFETY FENCE - L.F.	655.00 800.00	\$7.00 \$18.00	\$14,400.00
20217.0 - CLEAR STONE - TON 20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING -	000.00	\$10.00	\$14,400.00
EACH	1.00	\$340.00	\$340.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$998.00	\$1,996.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	4.00	\$255.00	\$1,020.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$7,000.00	\$7,000.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	5.00	\$255.00	\$1,275.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL -			
EACH	8.00	\$80.00	\$640.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	12.00	\$40.00	\$480.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	8.00	\$25.00	\$200.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE &			21
INSTALL - EACH	62.00	\$170.00	\$10,540.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN -		<b></b>	<b>*</b> = <b>*</b>
EACH	80.00	\$70.00	\$5,600.00
CASES OF THE ET PROTECTION TARE DUVERNO PENOVE FACIL	60.00	<b>\$40.00</b>	\$2,480.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	62.00 648.50	\$40.00 \$91.00	\$59,013.50
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	040.50	φ91.00	\$3 <del>3</del> ,013.30
50402.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	400.50	\$95.00	\$38,047.50
50741.0 - TYPE H INLET - EACH	24.00	\$2,230.00	\$53,520.00
90030.0 - 3'X6' STORM SAS - EACH	4.00	\$6,000.00	\$24,000.00
20312.0 - REMOVE CATCHBASIN - EACH	5.00	\$735.00	\$3,675.00
20313.0 - REMOVE INLET - EACH	10.00	\$610.00	\$6,100.00
2001010 11E0001E01EE1 E01011		•	

### WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8106

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Item	Quantity	Price	Extension
20314.0 - REMOVE PIPE - L.F.	626.00	\$29.00	\$18,154.00
20336.0 - PIPE PLUG - EACH	32.00	\$300.00	\$9,600.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1982.50	\$0.01	\$19.83
30211.0 - SELECT BACKITELT ON STORM SEWER - 1.1.	. 1902.50	φ0.0 I	\$19.03
50403.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	167.00	\$99.00	\$16,533.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	124.00	\$109.00	\$13,516.00
50420.0 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER			, ,
PIPE - L.F.	385.00	\$155.00	\$59,675.00
50421.0 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER			, ,
PIPE - L.F.	264.50	\$182.00	\$48,139.00
50723.0 - 3'X3' STORM SAS - EACH	7.00	\$2,550.00	\$17,850.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$5,200.00	\$5,200.00
50725.0 - 5'X5' STORM SAS - EACH	2.00	\$5,940.00	\$11,880.00
50792.0 - STORM SEWER TAP - EACH	3.00	\$1,300.00	\$3,900.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	6.00	\$1,662.00	\$9,972.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	6.00	\$1,662.00	\$9,972.00
50722.0 - 6'X6' CATCHBASIN - EACH	3.00	\$9,200.00	\$27,600.00
30141.0 - TYPE A SLURRY - C.Y.	4.00	\$810.00	\$3,240.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$750.00	\$750.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$1.00	\$1.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	4884.50	\$0.01	\$48.85
50301.0 - 8" PVC SEWER PIPE (SDR 26) - L.F.	1893.50	\$155.00	\$293,492.50
50303.0 - 12" PVC SEWER PIPE (SDR 26) - L.F.	551.00	\$229.00	\$126,179.00
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	2323.00	\$50.00	\$116,150.00
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	89.00	\$4,130.00	\$367,570.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$15,100.00	\$15,100.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	189.00	\$80.00	\$15,120.00
50701.0 - 4' DIA SAS - EACH	9.00	\$4,170.00	\$37,530.00
50702.0 - 5' DIA SAS - EACH	1.00	\$7,832.00	\$7,832.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	5.00	\$520.00	\$2,600.00
50781.0 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	2.75	\$950.00	\$2,612.50
50783.0 - INSIDE DROP - V.F.	5.36	\$710.00	\$3,805.60
50791.0 - SANITARY SEWER TAP - EACH	5.00	\$2,420.00	\$12,100.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL -		+=, :=0:00	¥ 12, 100.00
EACH	6.00	\$1,130.00	\$6,780.00
90070.0 - REMOVE AND REINSTALL DECORATIVE STONE -		, .,	, , , , , , , , , , , , , , , , , , , ,
LUMP SUM	1.00	\$1,000.00	\$1,000.00
90071.0 - REMOVE AND REINSTALL HISTORICAL MARKER -			
LUMP SUM	1.00	\$1,140.00	\$1,140.00
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	10.00	\$183.00	\$1,830.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	270.00	\$136.00	\$36,720.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	1960.00	\$120.00	\$235,200.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS -			• • • • • • • • • • • • • • • • • • •
L.F.	10.00	\$173.00	\$1,730.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS -			•
L.F.	310.00	\$150.00	\$46,500.00
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	1.00	\$1,435.00	\$1,435.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	6.00	\$1,780.00	\$10,680.00

## WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

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Item	Quantity	Price	Extension
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH 70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE -	10.00	\$2,268.00	\$22,680.00
EACH	3.00	\$3,720.00	\$11,160.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	6.00	\$5,073.00	\$30,438.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH 70054.0 - REPLACE 1 1/2-INCH COPPER SERVICE LATERAL -	9.00	\$4,965.00	\$44,685.00
EACH	2.00	\$4,900.00	\$9,800.00
70055.0 - REPLACE 2-INCH COPPER SERVICE LATERAL - EACH	1.00	\$5,856.00	\$5,856.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	58.00	\$1,060.00	\$61,480.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	2.00	\$2,940.00	\$5,880.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH 70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM -	2.00	\$5,100.00	\$10,200.00
EACH	9.00	\$2,500.00	\$22,500.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP -			
EACH	3.00	\$2,400.00	\$7,200.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	7.00	\$1,800.00	\$12,600.00
70090.0 - ABANDON WATER VALVE BOX - EACH	14.00	\$216.00	\$3,024.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE -	7.00	\$986.00	\$6,902.00
EACH	264.00	\$16.00	\$4,224.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	2.00	\$195.00	\$390.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$195.00	\$390.00
70107.0 - REMOVAL OF EXCESS AMOUNTS OF BOULDERS - C.Y.	2.00	\$600.00	\$1,200.00
90080.0 - INSTALL CURB BOX AND ROD - EACH	16.00	\$566.00	\$9,056.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80)	45.00	\$6.50	\$292.50
CONDUIT - L.F. 60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80)	45.00	\$6.50	φ292.30
CONDUIT - L.F.	240.00	\$5.00	\$1,200.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40)			
CONDUIT - L.F.	1330.00	\$3.50	\$4,655.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	50.00	\$50.00	\$2,500.00
60261.0 - ELECTRICAL TRENCH - L.F.	1615.00	\$7.00	\$11,305.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	11.00	\$975.00	\$10,725.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	1.00	\$1,100.00	\$1,100.00
60409.0 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$1,600.00	\$1,600.00
60411.0 - CONSTRUCT TYPE "G' BASE - EACH	1.00	\$950.00	\$950.00
60412.0 - CONSTRUCT TYPE "M" BASE - EACH	1.00	\$1,550.00	\$1,550.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	2.00	\$600.00	\$1,200.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	5.00	\$975.00	\$4,875.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	15.00	\$985.00	\$14,775.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	1480.00	\$49.50	\$73,260.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	7.00	\$1,350.00	\$9,450.00
50201 - Rock Excavation - C.Y.	1350.00	\$0.01	\$13.50
149 Items	Totals		\$3,455,500.28

#### SECTION G: BID BOND

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

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

## WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

- 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 settler here.

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Seal	PRINCIPAL		
	S & L Underground, Inc	CORPOR47	
	Name of Principal		<b>10</b>
	1322	SEAL	\$ 9/20/2018
	Ву		Date
	Ben Larralo	ee, Prestateut	
	Name and Title		
Seal	SURETY		
	Granite Re, Inc.		
	Name of Surety	And the second s	
		1 +1	09/12/2018
	By Bynce	- mus	Date
	•	N. W	
	Connie Smith, Attorney	/-In-ract	•
	Name and Title		
Nation	1 m 4040004E	tor the year ZUID	above company in Wisconsin under and appointed as attorney in fact with a bond referred to above, which power
09/12/	2018	mu	mil
Date		Agent Signature Connie Sn	nth
		P.O. Box 465	
		Address	
		Hudson, WI 54016	- 11- 11- 11- 11- 11- 11- 11- 11- 11- 1
		City, State and Zip Code	
		800-535-0006	
		Telephone Number	

#### NOTE TO SURETY & PRINCIPAL

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

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

## GRANITE RE, INC.

#### GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

in Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA )

atlan & Cerlin

On this 27th day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonaid were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:

August 8, 2021

Commission #: 01013257

#### GRANITE RE, INC.

#### Certificate

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

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

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

_ day of _____ $\Omega$  _ , 20_ $\Delta$ 

Kyle P. McDonald, Secretary/Treasurer

## SECTION H: AGKEENLES

THIS AGREEMENT made this 3rd day of October Eighteen between S&L UNDERGROUND, INC. hereinafter called the Contractor, and the City of

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted OCTOBER 2, 2018, 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

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

## WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT CONTRACT NO. 8106

- Completion Date/Contract Time. Construction work must begin within seven (7) calendar days 2. 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 THREE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED AND 28/100 (\$3,455,500.28) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
- Affirmative Action. In the performance of the services under this Agreement the Contractor 4. 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

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

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. H-1

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 original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

#### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

#### Article VIII -

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

#### Article IX

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

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

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

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

- a. Definitions. For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
  - "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
  - "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- **b.** Requirements. For the duration of this Contract, the Contractor shall:

- 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- 5. Comply with all other provisions of Sec. 39.08, MGO.
- c. Exemptions: This section shall not apply when:
  - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

# WINNEBAGO STREET, ATWOOD AVENUE AND LINDEN AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8106

IN WITNESS WHEREOF, the Contractor has hereunt these presents to be sealed with its corporate seal arday and year first above written.	
Countersigned:	S&L UNDERGROUND, INC.  Company Name  SEAL
Witness Date	President Date  President Date
Witness Date	Secretary Date
CITY OF MADISON, WISCONSIN	
Provisions have been made to pay the liability that will accrue under this contract.	Approved as to form:
Finance Director  Signed this Advert Advert	City Attorney
Signed this day of Witness	Mayor Favo 18 Date
4 AC Witness	Maibeth Witzel-Bell 10-8-2018 City Clerk Date



## SECTION I: PAYMENT AND PERFORMANCE BOND

	INO so princing
KNOW ALL MEN BY THESE PRESENTS, that we S&L U	NDERGROUND, INC. as principal,
KNOW ALL MEN BY THESE TREESERIES	t Simply bound unto the City of
and Granite Re, Inc.  Company of Oklahoma as s  Madison, Wisconsin, in the sum of THREE MILLION FC  AND 28/100 (\$3.455.500.28) Dollars, lawful	surety, are held and firmly bound unto the City of
Company of Oklahoma as S	OUR HUNDRED FIFTY-FIVE THOODAND TIVE
Madison, Wisconsin, in the sum of THREE MILLION FO MUNDRED AND 28/100 (\$3,455,500.28) Dollars, lawful https://doi.org/10.1001/1001/1001/1001/1001/1001/1001/	money of the United States, for the payment of
Madison, Wisconsin, in the sum of the Madison, Wisconsin, in the sum to the City of Madison, we hereby bind which sum to the City of Madison, we hereby bind	ourselves and our respective executors and
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administrators firmly by these presents.	and the state of t
	ounden shall on his/her part fully and fatulully
The condition of this Bond is such that if the above be perform all of the terms of the Contract entered into beth	ween him/herself and the City of Madison for the
perform all of the terms of the Contract entered into bed	Tour The same of t
construction of:	1 <b></b>
	AND LINDEN AVENUE ASSESSMENT
winnebago street, atwood avenue	AND CHADEN AND CHARLES
CONTRACT	IO. 8106
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(under Chapter 102, Wisconsin Statutos) to be void, otherwise of full force, virtue and effect.	dergroupling
to be very and	October, 2018
Signed and sealed thisday or	OPURA»
Olgitod and an	CUI IINIIPRONOUNDI III
Countersigned:	Company Name (Principal)  SEAL  President  Seal
Godinor J.g.	SEAL
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Witness	
William Co. O. O.	• • • • • • • • • • • • • • • • • • • •
Tolhase	
Secretary	
Georgian	Granite Re, Inc.
Approved as to form:	Surety Seal
, in policy of the same of the	Surety  X Salary Employee
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> 1011 + 1101	By Snus Smith
	Attorney-in-Fact Connie Smith
City Attorney	·
· · · · · · · · · · · · · · · · · · ·	agent for the above company in Wisconsin under the year 2018, and appointed as attorney-in-fact
	the year 2018, and appointed as attorney-in-fact nance bond which power of attorney has not been
National Producer Number 16492915	names bond which power of attorney has not been
with authority to execute this payment and perform	the year 2018, and appointed as attorney has not been mance bond which power of attorney has not been
revoked.	11 - 12-16
16401000	( Jonan Smit
10/03/2018	Agent Signature Connie Smith
	Mont of Street
Date	•

## GRANITE RE, INC.

#### **GENERAL POWER OF ATTORNEY**

#### Know all Men by these Presents:

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

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

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

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

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.

STATE OF OKLAHOMA

) SS:

COUNTY OF OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 27th day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:

August 8, 2021

Commission #: 01013257

NOTARY PUBLIC NOTARY PUBLIC

Notary Public

#### GRANITE RE, INC.

#### Certificate

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

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

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

_ day of ______, 20_____

SEAL

Kyle P. McDonald, Secretary/Treasurer

atleen & Carlson

		•		
	**	•		
				•