

Contract Routing Form

ROUTING: Routine

printed on: 10/24/2017

Contract between: S&L UNDERGROUND, INC.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: E. Gilman Street, N. Pinckney Street, and N. Butler Street Resurfacing with Utilities Assessment District - 2017

Contract No.: 8000
Enactment No.: RES-17-00830
Dollar Amount: 1,462,066.58

File No.: 48999
Enactment Date: 10/19/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10.25.17	10.25.17
Director of Civil Rights	10.26.17	11.2.17 FNS
Risk Manager	11.3.17	11.3.17 mcl
Finance Director	11.3.17	11/3/17 MCR
City Attorney	1422 11-6-17	11-6-17
Mayor	11.09.17	

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

Original + 2 Copies

10/24/2017 15:04:56 enjls - Lisa Coleman 266-4093

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 1,462,066.58
AA Plan: Exempt Approved
Amendment / Addendum # N/A
Type: POS / Dylp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #:	48999	Version: 1	Name:	Awarding Public Works Contract No. 8000, E. Gilman Street, N. Pinckney Street, and N. Butler Street Resurfacing with Utilities Assessment District - 2017.
Type:	Resolution	Status:	Passed	
File created:	9/25/2017	In control:	<u>BOARD OF PUBLIC WORKS</u>	
On agenda:	10/17/2017	Final action:	10/17/2017	
Enactment date:	10/19/2017	Enactment #:	RES-17-00830	
Title:	Awarding Public Works Contract No. 8000, E. Gilman Street, N. Pinckney Street, and N. Butler Street Resurfacing with Utilities Assessment District - 2017.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8000.pdf</u>			

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

Fiscal Note

The proposed resolution awards the contract for the utility replacement and resurfacing of East Gilman Street, North Pinckney Street, and North Butler Street at a total cost of \$1,579,050 This project is funded within the Engineering-Major Streets 2017 adopted capital budget via the Reconstruction Streets capital program (MUNIS 11469). Funding is provided by GO borrowing, special assessments, and associated utility funding. The cost of the project is assigned amongst agencies as follows:

Major Streets: \$868,910
Sewer Utility: \$424,510
Water Utility: \$285,630

Title

Awarding Public Works Contract No. 8000, E. Gilman Street, N. Pinckney Street, and N. Butler Street Resurfacing with Utilities Assessment District - 2017.

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

SKOR

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. 8000) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8000
E.GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET RESURFACING WITH UTILITIES
ASSESSMENT DISTRICT – 2017

S & L UNDERGROUND, INC.

\$1,462,066.58

Acct. No. 11649-402-170:54410(91396)	\$519,042.55
Contingency 8%±	<u>41,527.45</u>
Sub-Total	\$560,570.00
Acct. No. 11649-402-174:54445(91345)	\$160,422.76
Contingency 8%±	<u>12,837.24</u>
Sub-Total	\$173,260.00
Acct. No. 11649-83-173:54445(91345)	\$393,060.47
Contingency 8%±	<u>31,449.53</u>
Sub-Total	\$424,510.00
Acct. No. 11649-402-177:54435(91232)	\$104,885.00
Contingency 8%±	<u>8,395.00</u>
Sub-Total	\$113,280.00
Acct. No. 11649-402-176:54430(96882)	\$20,185.00
Contingency 8%±	<u>1,615.00</u>
Sub-Total	\$21,800.00
Acct. No. 11649-86-179:54445(91360)	\$264,470.80
Contingency 8%±	<u>21,159.20</u>
Sub-Total	\$285,630.00
GRANT TOTAL	<u>\$1,579,050.00</u>

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

Not Available
 Not Available, UN 99999
 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

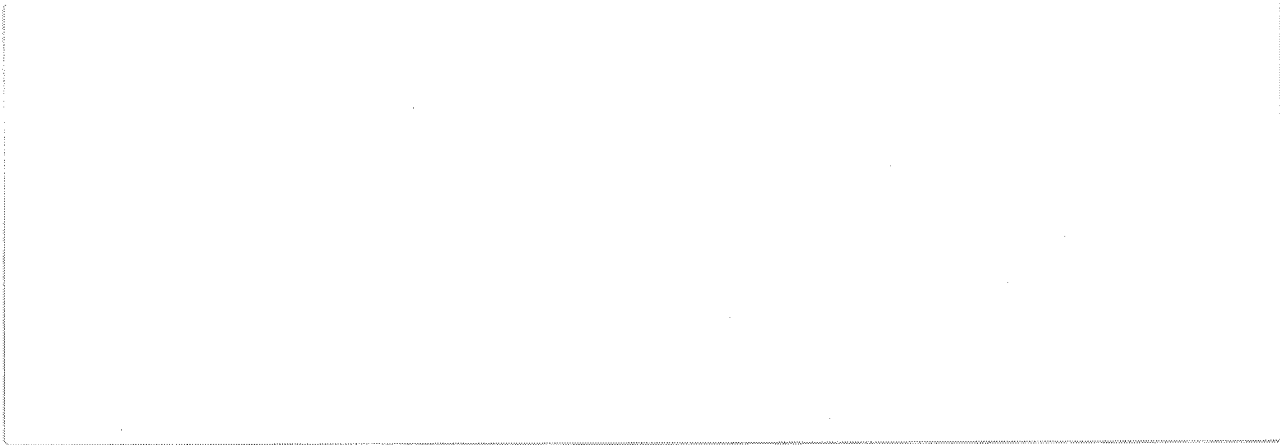
Phone, E-mail, Website

Phone

Type	Number
Mailing Primary Phone	(405) 752-2600
Mailing Fax Phone	(405) 749-6800
Mailing Toll Free Phone	(800) 440-5953
Statutory Home Office Primary Phone	(405) 752-2600
Statutory Home Office Fax Phone	(405) 749-6800
Statutory Home Office Toll Free Phone	(800) 440-5953
Main Admin Office Primary Phone	(405) 752-2600
Main Admin Office Fax Phone	(405) 749-6800
Main Admin Office Toll Free Phone	(800) 440-5953

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Email



Company Type

Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 11/14/2001
Effective Date: 11/14/2001
Legacy State ID: 111641
Issue Date: 11/14/2001
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	01/31/2017	02/28/2018
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	01/31/2017	02/28/2018

Line Of Business



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

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$1,462,066.58
FILE

BID OF S&L UNDERGROUND, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017

CONTRACT NO. 8000

MUNIS NO. 11649

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 17, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET.
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000**

INDEX

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

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: lc

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:	E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	8000
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	SEPTEMBER 15, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	SEPTEMBER 15, 2017
BID SUBMISSION (1:00 P.M.)	SEPTEMBER 22, 2017
BID OPEN (1:30 P.M.)	SEPTEMBER 22, 2017
PUBLISHED IN WSJ	SEPTEMBER 8 & 15, 2017

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017 CONTRACT NO. 8000

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main, storm sewer, sanitary sewer, earthwork, clearing & grubbing, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are E. Gilman Street from Wisconsin Avenue to N. Butler Street; N. Pinckney Street from E. Gilman Street to E. Gorham Street; and N. Butler Street from E. Gilman to E. Gorham.

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 104.6 DECREASED AND DELETED ITEMS

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 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 the contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

The removal of the existing pavement shall be done on a block by block basis. The existing pavement shall not be removed more than fourteen (14) days prior to the start of the utility construction within each block, in order to minimize difficult access for project neighbors.

The City of Madison is aware of other projects anticipated to be taking place in the vicinity of this project in Spring/Summer 2018. Munis No. 11649 – North Hancock Street; and Munis No. 11470– N. Blair Street. These projects are located approximately ¼ mile east of E. Gilman/N. Pinckney/N. Butler.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. Damage to these items during

construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. All other standard tree protection specifications will be strictly enforced.

Contractor shall note provisions in Standard Specifications Section 107.2 regarding minimizing the impact of vibrations upon buildings and structures in close proximity to the construction. There are a number of historic structures within the project limits.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area, and for the 500 block of N. Pinckney Street (the cul de sac of N. Pinckney north of the project limits). All private storm sewer discharges shall be maintained for all properties in the project area.

Work under this contract will require coordination with private utility companies. Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. The Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise. Madison Gas and Electric will relocate gas services, as needed. Charter will be undergrounding their facilities during the project; MG&E Electric will be undergrounding some facilities during the project as well. Contacts for private utilities are:

Steve Beverdorf (MG&E gas) 252-1552 cell (608)444-9620
Rich Parker (MG&E elec) 608-252-7379 RParker@mge.com
Mark Bohm (MG&E elec), 608-252-4730 MBohm@mge.com
Carol Anison (AT&T) 608-252-2385, 920-475-2799 ca2624@att.com
Brandon Storm (Charter) 608-444-9493, 608-288-6825, brandon.storm@chartercom.com
Sasha Demian (Level 3) 414-908-1042 sasha.demian@level3.com

Note that residents on the project may request accommodation for special needs or disabilities. Access shall be provided to these residents at all times.

The City is aware of the following construction occurring at properties within the project limits concurrently with the project:

- 130 E. Gilman – Extensive remodeling and reconfiguration of the site to open and a Bed and Breakfast. Opening may be during or prior to this project beginning. Developers: David Waugh and Bob Klebba 608-209-8100

Other properties in addition to those listed here may have construction taking place during the project. The Contractor shall coordinate with these other contractors to maintain access and coordinate work as needed.

The Contractor shall hold bi-weekly progress meetings with the Engineer and interested businesses and residents to provide an update on the progression of work. The Contractor shall choose the location to perform the bi-weekly meetings.

Note that many of the apartment driveways within the project limits are commercial driveways (5 or more parking stalls). Access to commercial driveways and driveways accessing businesses shall be maintained at all times. Clients with special needs access the driveway at 406 N. Pinckney, access shall be maintained at all times.

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.

SECTION 107.4(i) INSURANCE FOR THE CONSTRUCTION OF BUILDINGS AND STRUCTURES

The Contractor shall purchase and maintain, property insurance written on a builder's risk "all-risk" policy form in the amount of the initial Contract sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis less the cost of sitework and demolition. Such insurance shall be maintained until the date in time that the City takes occupancy of the building or possession of the structure, unless otherwise agreed to in writing by Contractor and City. This insurance shall include interests of the City, the Contractor and subcontractors. This insurance does not include Contractor's or subcontractor's property which is not intended to be incorporated into the work such as tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging towers owned or rented, or similar property not expended in the completion of, or to become a permanent part of the installation of the work. This insurance shall apply to new buildings, structures, additions, remodeling, alterations and renovations of existing buildings.

Such insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and soft costs, including but not limited to additional interest costs, insurance, architect fees, engineering fees, contractor fees, legal and accounting fees, city staff costs, bond and permit fees, rental/lease costs and other administrative costs required as a result of such insured loss.

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

This insurance shall cover portions of the work stored off-site, and also portions of the work in transit. The Contractor shall carry sufficient all risk insurance on both the owned and leased equipment at the site of work and enroute to and from the site of work to fully protect Contractor. The Contractor shall require the same coverage of subcontractors. It is expressly understood and agreed that the City shall bear no responsibility for any loss or damage to such equipment.

Partial occupancy or use shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD), the State of Wisconsin Standard Facilities Development Manual (including Chapter 16 – Standard Detail Drawings) and the City of Madison Standards for sidewalk and bikeway closures.

The Contractor shall submit an acceptable Traffic Control Plan 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 be sent to jnash@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic

Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

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

Peak hours shall be defined as 7:00am to 9:00am and 3:30pm to 5:30pm.

Work at the intersection of N Butler Street and E Gorham Street shall be done off peak hours. This also applies to the intersection of N Pinckney Street and E Gorham Street. During peak hours and when work isn't being done, the intersections shall be plated and fully open to traffic.

At the intersection of E Gilman Street and Wisconsin Avenue, two way traffic shall be maintained at all times. Each lane shall be at least 11 feet wide and separated by tubular markers. Temporary double yellow pavement marking tape shall be used where ever tubular markers are used to separate traffic flowing in opposite directions.

Milling and overlaying shall be done while maintaining at least one lane of traffic on E Gorham Street. This shall be done during off peak hours.

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

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

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

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

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

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

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times. When closing an entrance to a property with an alternate entrance, the Contractor shall provide a minimum of 48 hours notice. Maintain access to the 500 block of

N. Pinckney Street at all times (outside the project but north of Gilman Street, accessible only through the project).

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. One portable changeable message board will be required for each direction of traffic on Walter Street. Contractor shall locate the portable changeable message boards as directed by the Engineer.

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

Maintain sidewalk at all times on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. In areas of sidewalk construction, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining Sidewalk is considered incidental to the contract.

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

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

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

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

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

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed.

This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, and Traffic Engineering 48 hours in advance of all closure of streets.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of eight working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed. 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 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on APRIL 2, 2018. The total time for completion of this contract is 90 CALENDAR DAYS. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein.

The soil borings indicate that concrete pavement is present beneath the asphalt pavement on streets within the project area. An estimate plan quantity of concrete pavement removal is included in the proposal as Bid Item 20321. Actual removal quantities will be adjusted based on conditions encountered in the field. Concrete pavement that is to be removed near areas where curb is to remain may need to be

saw cut as necessary along the edge of curb and gutter that is to remain. This saw cut shall be considered incidental to the removal of the concrete pavement. The total quantity for excavation cut includes the volume of concrete pavement present beneath the asphalt pavement.

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, large stones and boulders, raised planting beds, pavers, planters, railroad ties, plantings, etc. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. Pavers removed from the right-of-way shall be salvaged and stockpiled on private property unless the property owner does not wish to salvage the pavers, in which case they shall be disposed of. The Contractor shall view the site prior to bidding to become familiar with the existing conditions. Note that removal of Concrete Steps shall be paid separately under Items 20324. Also note that the historical plaques in the terraces are to be protected, unless they are noted to be relocated or adjusted under Bid Item 90002.

BID ITEM 20323 – REMOVE CONCRETE SIDEWALK AND DRIVE

Contractor shall note that there is unmarked heated sidewalk along the entire frontage of 424 N. Pinckney Street (The Mansion Hill Inn), along both the Gilman Street and Pinckney Street sides. Contractor shall use care in removing the required portions of sidewalk so as not to damage the remainder of the heated walk. Contractor shall protect the portions of the heated walk that are not required to be removed as part of the project.

The Contractor shall not be required to replace the removed portions of the heated walk – a private contractor for the property owner shall replace these sections. Contractor shall contact the property owner's representative 2 weeks before removing any sidewalk adjacent to the property in order to coordinate replacement of the walk. Property owner's representative is Mansion Hill General Manager John Hardin, 608-630-7073, john_hardin@trekbikes.com.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2017 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

BID ITEM 20801 –SODDING

Sod shall be used for restoration in lieu of seed and erosion mat where possible when the longitudinal slope of the street exceeds 6%, or at other locations at the discretion of the Construction Engineer.

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. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 30313 – CONCRETE STEPS

DESCRIPTION

Concrete steps shown on the plans shall be built in accordance with Section 30313 of the Standard Specifications and in accordance with the detail provided. It may be determined in the field, at the discretion of the Engineer, that repair of the existing steps under Bid Item 90001 is possible rather than replacing the steps.

METHOD OF MEASUREMENT

Concrete Steps shall be measured by the square foot area in plan view.

BASIS OF PAYMENT

Payment for Concrete Steps shall be full compensation for providing all needed materials, including but not limited to concrete and rebar, for excavating and preparing foundation, forming the concrete, placing and compacting select backfill, backfilling and disposing surplus material; and for all labor, tools, equipment and incidentals required to complete work.

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@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 1457 feet of new 8" PVC SDR-35/SDR-26/C900 pipe and 850 feet of new sanitary lateral SDR-35/SDR-26/Pressure Pipe, in order to reconnect 28 sanitary laterals.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material

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 2017 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.

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 576 feet of new storm sewer of various sizes ranging from 12" to 15".

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

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

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.

BID ITEM 50225 UTILITY TRENCH PATCH TYPE III

Apply Type III trench patching for work related to the water main cutoff in the E. Gorham St. intersection.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35, 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) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50354 – RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. 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.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2017 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 50722 – 6'X6' CATCHBASIN

The work under this item shall be completed in accordance with Article 507 and Standard Detail Drawing 5.7.4 of the Standard Specifications for Public Works Construction. A wastewater management "SNOUT" shall be installed on the outgoing pipe of the structure. The "SNOUT" shall be supplied by Best Management Products Inc., or an Engineer approved equal. The price for the product, shipping, installation, and all work considered incidental to the "SNOUT" installation shall be included in the bid price of 6'X6' CATCHBASIN.

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.

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

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.

ITEM		Quantity
3/4"X24"	Anchor Bolts for LB-1 Bases	33 sets of 4
1" x 40"	Anchor Bolts for LB-3 Bases	4 sets of 4

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on E. Gilman St., from the Wisconsin Ave. intersection to the N. Butler St. intersection. E. Gilman St. currently has a 4-inch cast iron water main from the 1880's. Butler St. currently has two parallel water main lines; a 10-inch ductile-iron main from the 1970's, and a 4-inch cast iron water main from the 1900's. A general outline of the work is as follows:

- Furnish and install new 8-inch ductile iron water main and fittings as shown on the plans.
- Reconnect existing services on E. Gilman St. as shown on the plans.
- Reconnect existing services on N. Butler St. from the parallel 1900's cast-iron water main to the 1970's ductile iron water main, where applicable.
- Abandon the existing 1880's and 1900's cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main and on any abandoned services.
- Adjust existing valve boxes on the ductile iron water main and on all active services.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2017 Edition*.

SECTION 703.7 CONNECTING TO EXISTING WATER MAINS

SECTION 703.8 WATER MAIN SHUTOFFS

Coordinate water shutoffs affecting the properties at 2 E. Gilman St. and 150 E. Gilman St. as follows:

- Shutoffs shall occur no earlier than 3pm.
- Notify the following personnel for coordination:
 - 2 E. Gilman St:
 - Dan Barsness
Facility Manager
608.443.5394 (office)
575.2924 (cell)
dlbarsness@nglic.com

- o 150 E. Gilman St:
 - Phillip Mayer
Facility Manager
608.220.9064 office

BID ITEM 70002 FURNISH AND INSTALL 6-INCH PIPE & FITTINGS

4-inch and 6-inch pipe and fittings, as shown on the plans, shall both be measured and paid as 6-inch pipe and fittings. Additional required fittings not shown on the plans shall be paid per their actual sizes, per standard specifications.

BID ITEM 70080 CUT-IN OR CONNECT TO EXISTING WATER SYSTEM
BID ITEM 70082 CUT OFF EXISTING WATER MAIN

Areas where cutting off and/or capping existing water main is required as *part of* a cut-in, connection, or salvaging of the existing water system, will be considered incidental to the cut-in/connection operation. Notable examples are the service reconnection to 150 E. Gilman St., and the water main reconnection to the 500-block of N. Pinckney St.

BID ITEM 90001 REPAIR CONCRETE STEPS

DESCRIPTION

Repairing concrete steps shall entail overlaying the existing steps with a concrete as detailed in the plans. This bid item may be used at the discretion of the Engineer where possible where new curb and gutter is raised so the existing step is below the top of the new curb. The existing step shall be filled with concrete to raise it to the new back of curb elevation and formed to provide a landing area.

METHOD OF CONSTRUCTION

REPAIR CONCRETE STEPS shall consist of scarifying the surface of the existing stair to provide an adequate bond with the new concrete, doweling rebar, overlaying the existing step with concrete and cleaning up any excess concrete or debris to provide a neat and serviceable appearance.

The overlaid concrete shall not be less than four (4) inches thick. The concrete shall be used to bring the existing step up to the proposed back of curb grade. An expansion joint shall be provided between the newly poured concrete and the new curb and gutter. If the overlaid concrete is five (5) inches or more, two (2) #4 epoxy coated rebar shall be doweled, at even spacing, in the center of the existing step. The bars shall be embedded three (3) inches into the existing and new concrete. There shall be a minimum of two (2) inches of clear cover on all rebar from the surface of the concrete.

All chipping, scarifying, forming, concrete removal, concrete overlay, clean up, grading, landscaping and slope stabilization along with all the materials, tools, equipment, and labor necessary to accomplish this work shall be incidental to the BID ITEM REPAIR CONCRETE STEPS.

METHOD OF MEASUREMENT

REPAIR CONCRETE STEPS shall be measured in place by the square foot of surface area acceptably completed.

BASIS OF PAYMENT

The item REPAIR CONCRETE STAIRS shall be payment in full for all chipping, scarifying, forming, concrete removal, clean up, grading, and all materials, tools, equipment, labor and incidentals required to accomplish the work as described above.

BID ITEM 90002 RESET LANDMARK PLAQUES

DESCRIPTION

This item shall entail re-setting the landmark plaques in the terrace in the event that the elevation of the terrace changes. This item will be used at 121 Langdon Street, within the limits of a previous project. Within the limits of this project, all plaques shall be protected in their current locations, and this item shall not be used unless directed by the Engineer. In the event that a plaque is disturbed by the Contractor's work without the Engineer directing that the plaque shall be reset, the plaque shall be reset, but no payment shall be made to the Contractor.

METHOD OF CONSTRUCTION

Reset Landmark Plaque shall entail carefully salvaging the metal plaque from the existing concrete setting; removing the existing concrete, re-pouring the concrete base, and re-setting the metal plaque. The new concrete base shall be 8" thick, and extend 4 inches around the edge of the plaque. The back of the plaque has a thickened edge and mounting screws which extend from the back, head side down. The concrete base shall be drilled to fit the mounting screws, and the mounting screws and the thickened edge shall be attached via epoxy to the concrete. The plaque shall be set flush with the ground, at the same slope and grade as the terrace, such that it will not be a trip hazard nor be damaged by lawn mowers or snow blowers. The edge of the concrete base shall be flush with the edge of the sidewalk.

METHOD OF MEASUREMENT

Reset Landmark Plaque shall be measured by each plaque reset.

BASIS OF PAYMENT

The item Reset Landmark Plaque shall be payment in full for all chipping, concrete removal, forming, epoxying, and resetting the plaque, and all materials, tools, equipment, labor and incidentals required to accomplish the work as described above.

BID ITEM 90003 CRACK AND DAMAGE SURVEY

DESCRIPTION

This bid item shall include all work, materials, equipment, and incidentals required to conduct crack and damage surveys at listed landmark properties:

424 N. Pinckney – City of Madison Landmark
423 N. Pinckney - City of Madison Landmark
411 N. Pinckney - City of Madison Landmark
1 E. Gilman - City of Madison Landmark, State and National
28 E. Gilman - City of Madison Landmark
104 E. Gilman - City of Madison Landmark
130 E. Gilman - City of Madison Landmark, State and National
300 E. Gorham - City of Madison Landmark, State and National

This Crack and Damage Survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, video, and a written report describing the existing defects in the buildings being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, video, and a written report describing any change in the building's condition.

Prior to any construction activities, the structures shall be thoroughly inspected for existing defects, including interior and exterior walls. A written report shall be submitted and it shall include the inspectors

name, date of inspection, descriptions and locations of defects, and photographs of the structure. The intent of the written report and photographs is to provide a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

The photographs shall be taken by a photographer and camera capable of producing sharp, grain free, high-contrast, colored pictures with good shadow details. The photographs shall be submitted digitally on compact disc or thumb drive and shall be accompanied by photograph details, including: photo name or number, building location, view facing, date, photographer, and prominent feature(s) of photo, if any. If video is taken of the properties, the video shall be submitted digitally on a compact disc or thumb drive. Video shall include a narrative (sound component) describing location and notable features of the structure/property.

Prior to the start of any construction activities pertinent to this survey, a copy of the written report and photographs shall be submitted to the Engineer.

A second inspection, identical to the first, shall be completed after the all work is finished. Submittal requirements from this inspection shall be identical to the initial inspection. If any changes in condition to the property or structure is observed, it shall be brought to the immediate attention of the Engineer.

In lieu of photographs, a professional videographer may be hired to use a video camera capable of producing a digital video recording with the clarity required to perform the work.

MEASUREMENT

Crack and Damage Survey will be measured by each home surveyed. The complete payment unit will include both the pre construction survey and the post construction survey. Failure to complete either the prior or post survey shall result in non-payment for the entire Crack and Damage Survey.

BASIS OF PAYMENT

Crack and Damage Survey, measured as provided above, shall be paid for at the contract unit price. Payment is full compensation for providing the before and after written reports, photographs or videotapes; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90004 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90005 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90006 INSTALL AND MAINTAIN AND SUPPORT STRUCTURES FOR STREET LIGHTS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 150 watt HPS or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction

limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles in conflict with construction and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

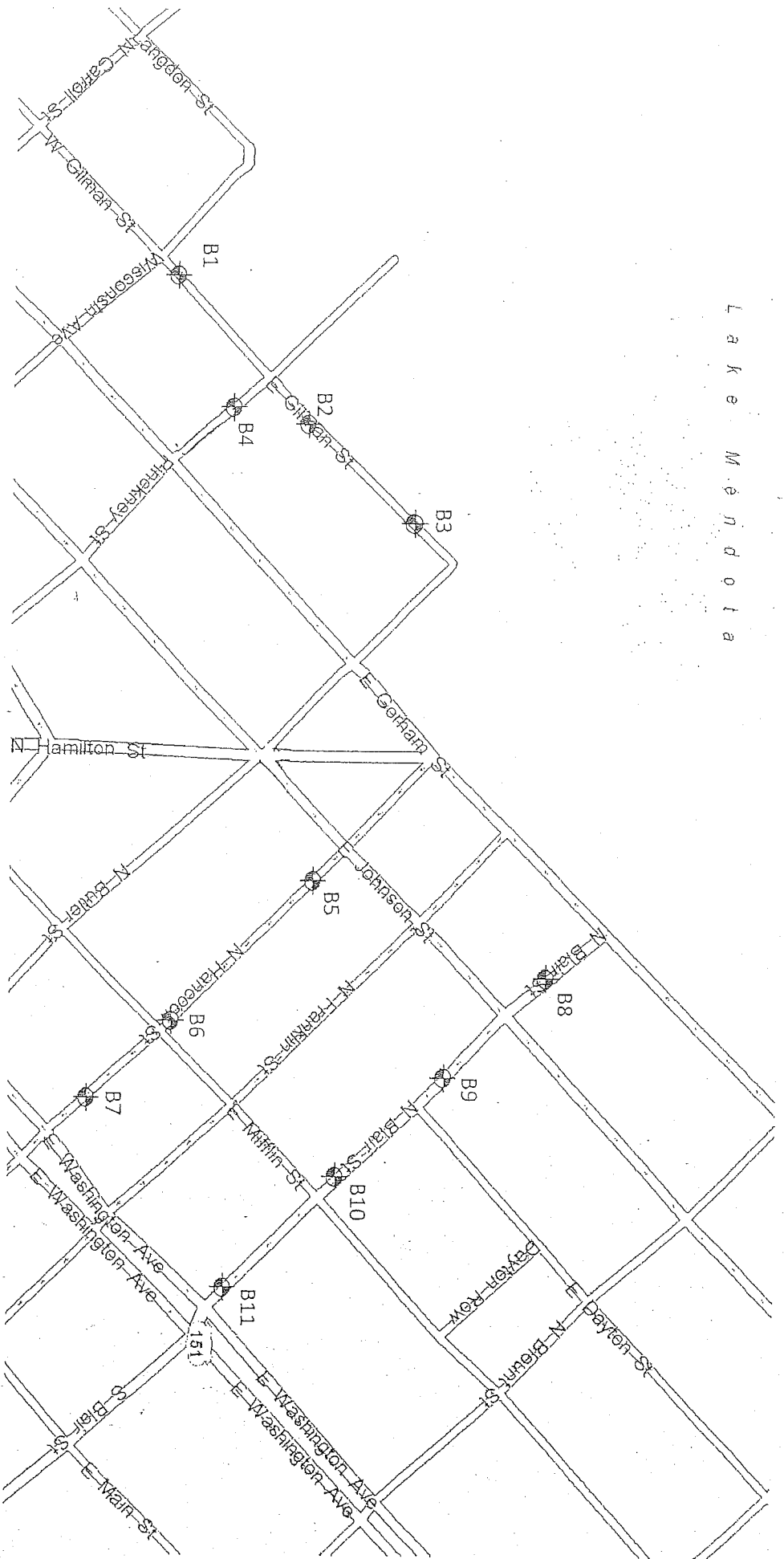
METHOD OF MEASUREMENT

Install and Maintain Support Structures for Street Lights will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures for Street Lights will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, including any required relocation of poles in conflict with construction, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.

L a k e M e n d o t a



Legend
 Denotes Boring Location



Scale: Reduced

- Notes**
1. Soil borings performed by Badger State Drilling in June 2017
 2. Boring locations are approximate.

Date: 6/2017	CGC, Inc.	Soil Boring Location Exhibit Isthmus Streets North Madison, WI
Job No.: C17051-14		



LOG OF TEST BORING

Project Isthmus North Streets
Gilman: 105'SW of Butler, 5'NW of CL
 Location City of Madison, Dane County, WI

Boring No. 3
 Surface Elevation (ft) 890±
 Job No. C17051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (d.n.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					2.5 in. Asphalt Pavement/7 in. Concrete Pavement/ 3 in. Base Course					
1	8	M	6		FILL: Loose Brown Sand with Silt, Gravel and Clay					
					Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
2	16	M	12							
				5						
3	16	M	23							
4	12	M	46							
				10						
5	14	M	36							
				15						
					End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips and Asphalt Patch					
				20						

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 6/9/17 End 6/9/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2-1/4" HSA; Autohammer



LOG OF TEST BORING

Project Isthmus North Streets
 Location Pinckney: 3'SW of B3
City of Madison, Dane County, WI

Boring No. 3X
 Surface Elevation (ft) 890±
 Job No. C17051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					5	X					
1	S	6	M	11	11	X					
					10/0"	10/0"					
2	S	0	M	10/0"	10/0"	10/0"					
					5	X					
					10	X					
					15	X					
					20	X					

2.5 in. Asphalt Pavement/7 in. Concrete Pavement/
3 in. Base Course

FILL: Medium Dense, Brown Sand with Silt,
Gravel and Clay

Terminated Boring at 3.5 ft Due to Unknown,
Unmarked Obstruction

Borehole Backfilled with Soil Cuttings and
Asphalt Patch

Moved 3 ft Southwest and performed Boring 3

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 6/14/17 End 6/14/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2-1/4" HSA; Autohammer

The classifications listed represent the approximate boundary between



LOG OF TEST BORING

Project Isthmus North Streets
Pinckney: 110' SE of Gilman, 8' NE of CL
 Location City of Madison, Dane County, WI

Boring No. 4
 Surface Elevation (ft) 913±
 Job No. C17051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					3 in. Asphalt Pavement/10 in. Base Course					
1		10	M	7	FILL: Loose Brown Sand with Silt, Gravel and Clay					
2		4	M	22	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
3		16	M	24						
4		16	M	36						
5		18	M	48						
					End of Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 6/9/17 End 6/9/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2-1/4" HSA; Autohammer



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

Assistant City Engineer
 Gregory T. Fries, P.E.
Principal Engineer 2
 Christopher J. Petykowski, P.E.
 John S. Fahrney, P.E.
Principal Engineer 1
 Christina M. Bachmann, P.E.
 Eric L. Dundee, P.E.
Facilities & Sustainability
 Jeanne E. Hoffman, Manager
Operations Manager
 Kathleen M. Cryan
Mapping Section Manager
 Eric T. Pederson, P.S.
Financial Manager
 Steven B. Danner-Rivers

September 20, 2017

**NOTICE OF ADDENDUM
 ADDENDUM 1
 CONTRACT NO. 8000**

**E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
 RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017**

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

SPECIAL PROVISIONS:

ADD TO END OF SECTION D:

BID ITEM 90030 – REMOVE OR ABANDON PIPE

DESCRIPTION

Work under this item shall include the removal or abandonment with slurry of existing sewer pipe as shown on the plan set. The Contractor shall determine, based on ability to protect previously installed utilities, whether existing sewer pipe shall be removed or abandoned with slurry. The Contractor shall prioritize the removal of sewer pipe unless it is determined that removal would damage previously installed utilities. If it is determined that removal will damage previously installed utilities, Contractor shall get approval from City Engineer before abandoning sewer pipe with slurry.

METHOD OF MEASUREMENT

REMOVE OR ABANDON PIPE shall be measured the linear foot removed or abandoned with slurry.

BASIS OF PAYMENT

REMOVE OR ABANDON PIPE shall be measured as described above and shall be full compensation for all work, materials, and incidentals needed to complete the work as described above.

PROPOSAL:

Action	Bid Item	Description	Original Quantity	New Quantity
ADD	90030	REMOVE OR ABANDON PIPE	0 LF	496 LF
MODIFY	20314	REMOVE PIPE (SANITARY)	540 LF	44 LF

PLAN SET:

September 20, 2017

Page 2

Remove and replace plan sheet U2, U3, U4, & U6 with attached revised plan sheet U2, U3, U4, & U6.

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,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, sweeping loops.

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

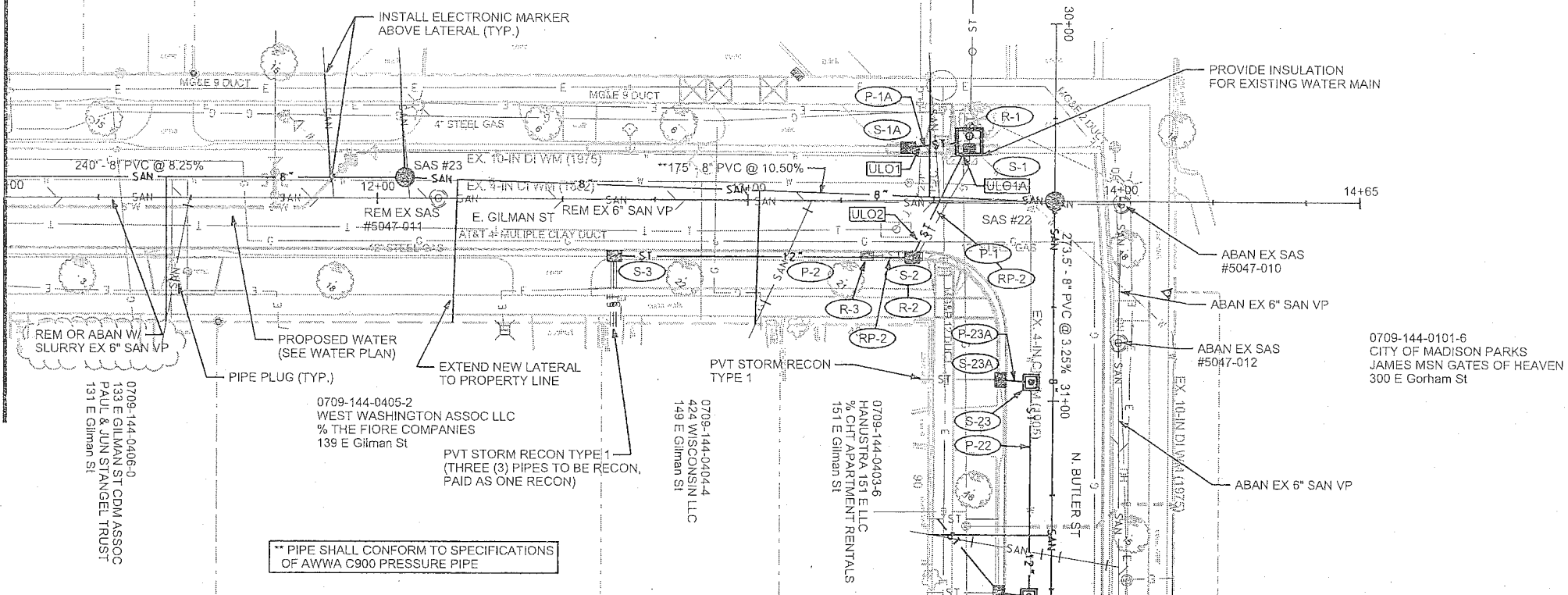
CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB & GUTTER PER LATERAL)

MATCHLINE STA 11+00.00

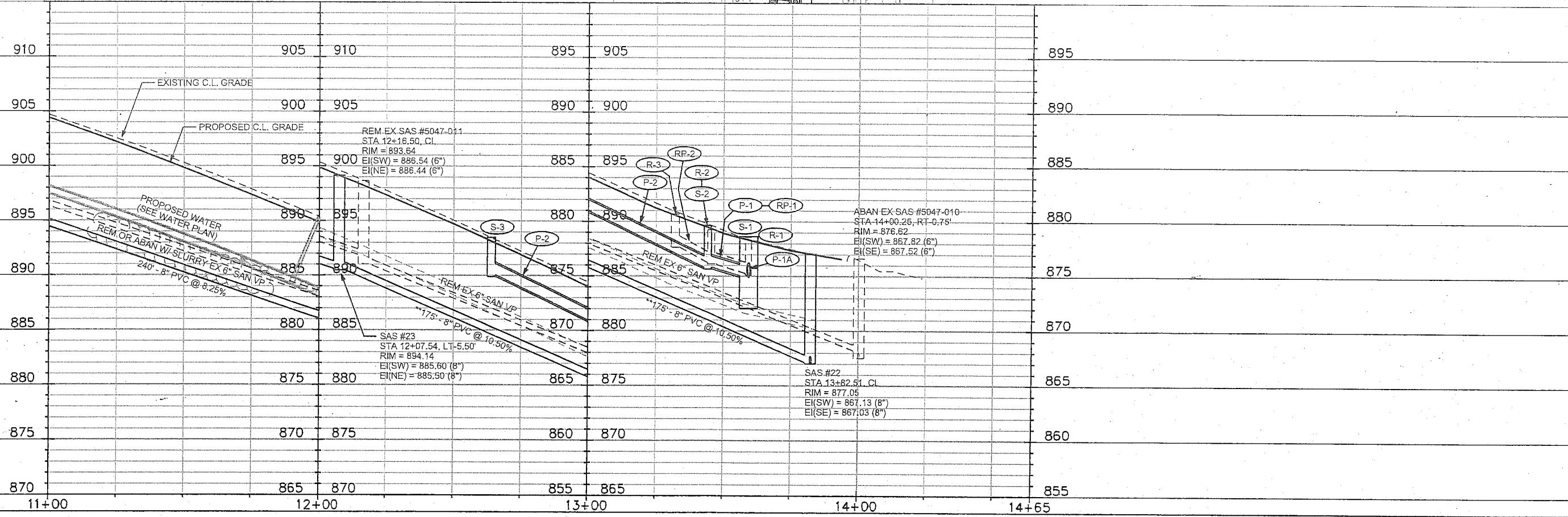
0709-144-0203-0
UNIV OF WIS REGENTS
VAN HISE HALL #1880
130 E Gilman St

0709-144-0212-1
UNIV OF WIS REGENTS
VAN HISE HALL #1880
144 E Gilman St

0709-144-0201-4
WEST WASHINGTON ASSOC LLC
% THE FIORE COMPANIES
150 E Gilman St



** PIPE SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE



PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

R 05/1/2017

SANITARY SEWER SCHEDULE

*REV 9/19/2017 KDF

E. GILMAN, N. PINCKNEY, N. BUTLER RESURFACING W/UTILS - 2017	SHEET NO. U-6
PROJECT NO. 11649 SANITARY SEWER SCHEDULE CITY OF MADISON	

PROPOSED SANITARY STRUCTURES

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
EAST GILMAN STREET						
SAS #1	3+40.14	LT-5.50	916.12	902.02	14.10	
SAS #2	5+72.14	LT-5.50	924.04	910.90	13.14	
SAS #22	13+82.51	CL	877.05	867.03	10.02	
SAS #23	12+07.54	LT-5.50	894.14	885.50	8.64	
SAS #24	9+67.54	LT-5.50	914.32	905.40	8.92	
SAS #25	7+77.54	LT-5.50	922.94	911.68	11.26	
NORTH PINCKNEY STREET						
SAS #10	21+50.51	LT-11.50	916.71	903.58	13.13	
NORTH BUTLER STREET						
SAS #20	33+76.85	LT-20.75	867.06	856.45	10.61	
SAS #21	33+20.55	CL	869.83	858.05	11.78	

PROPOSED SANITARY PIPES

FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	UPSTRM E.I.	PLAN (PAY) LGTH (FT)	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES
EAST GILMAN STREET								
EX SAS 5048-048	SAS #1	901.80	902.02	44.5	0.50%	8"	SDR-26	-
SAS #1	SAS #2	902.12	910.90	234	3.75%	8"	SDR-26	-
SAS #22	SAS #23	867.13	885.50	175	10.50%	8"	C900	-
SAS #23	SAS #24	885.60	905.40	240	8.25%	8"	SDR-35	-
SAS #24	SAS #25	905.50	911.68	190	3.25%	8"	SDR-35	-
NORTH PINCKNEY STREET								
EX SAS 5048-027	SAS #10	879.58	903.58	240	10.00%	8"	SDR-26	-
NORTH BUTLER STREET								
SAS #20	SAS #21	856.55	858.05	60	2.50%	8"	SDR-35	-
SAS #21	SAS #22	858.15	867.03	273.5	3.25%	8"	SDR-35	-

SANITARY STRUCTURE REMOVALS

STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
EAST GILMAN STREET						
SAS 5048-009	5+38.75	LT-21.50	924.66	915.26	9.40	-
SAS 5048-017	5+75.00	RT-18.25	924.45	911.75	12.70	-
SAS 5048-008	6+98.00	LT-19.25	925.06	914.86	10.20	-
SAS 5048-007	7+20.75	LT-1.00	924.30	914.50	9.80	-
SAS 5048-006	9+68.75	LT-0.25	914.56	907.26	7.30	-
SAS 5047-011	12+16.50	CL	893.64	886.44	7.20	-
NORTH BUTLER STREET						
SAS 5048-010	33+76.85	LT-20.75	867.06	857.21	9.85	-

SANITARY PIPE REMOVALS

REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE TYPE	PIPE SIZE	PAID (Y/N)	NOTES
EAST GILMAN STREET						
SAS 5048-007	SAS 5048-008	29	VP	8"	Y	-
* SAS 5048-006	SAS 5048-007	248	VP	6"	Y	[2]
* SAS 5047-011	SAS 5048-006	248	VP	6"	Y	[2]
SAS 5047-010	SAS 5047-011	184	VP	6"	N	15' OF REMOVAL PAID FOR
NORTH PINCKNEY STREET						
SAS 5048-027	PLG 5048-029	211	CI	6"	N	-

SANITARY STRUCTURE ABANDONMENTS

STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES
EAST GILMAN STREET						
SAS 5047-010	14+00.25	RT-0.75	876.62	867.52	9.10	-
NORTH BUTLER STREET						
SAS 5047-012	30+84.50	LT-17.25	875.93	863.53	12.40	-

SANITARY PIPE ABANDONMENTS

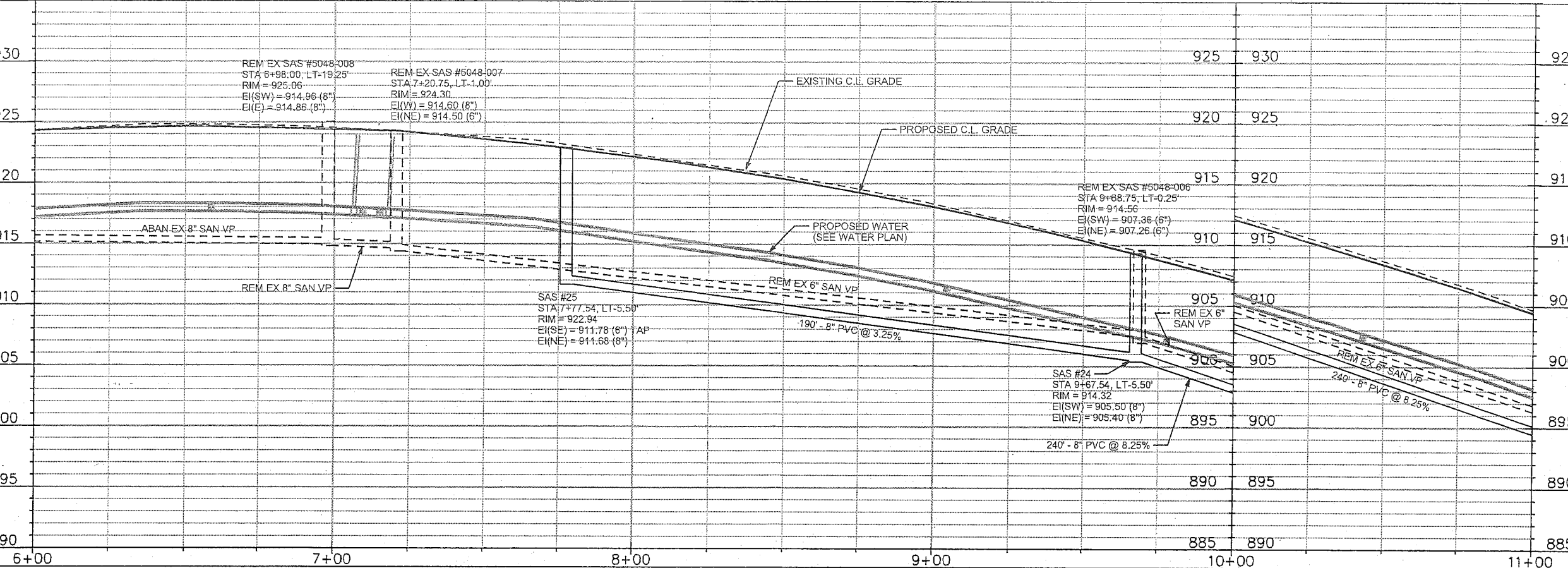
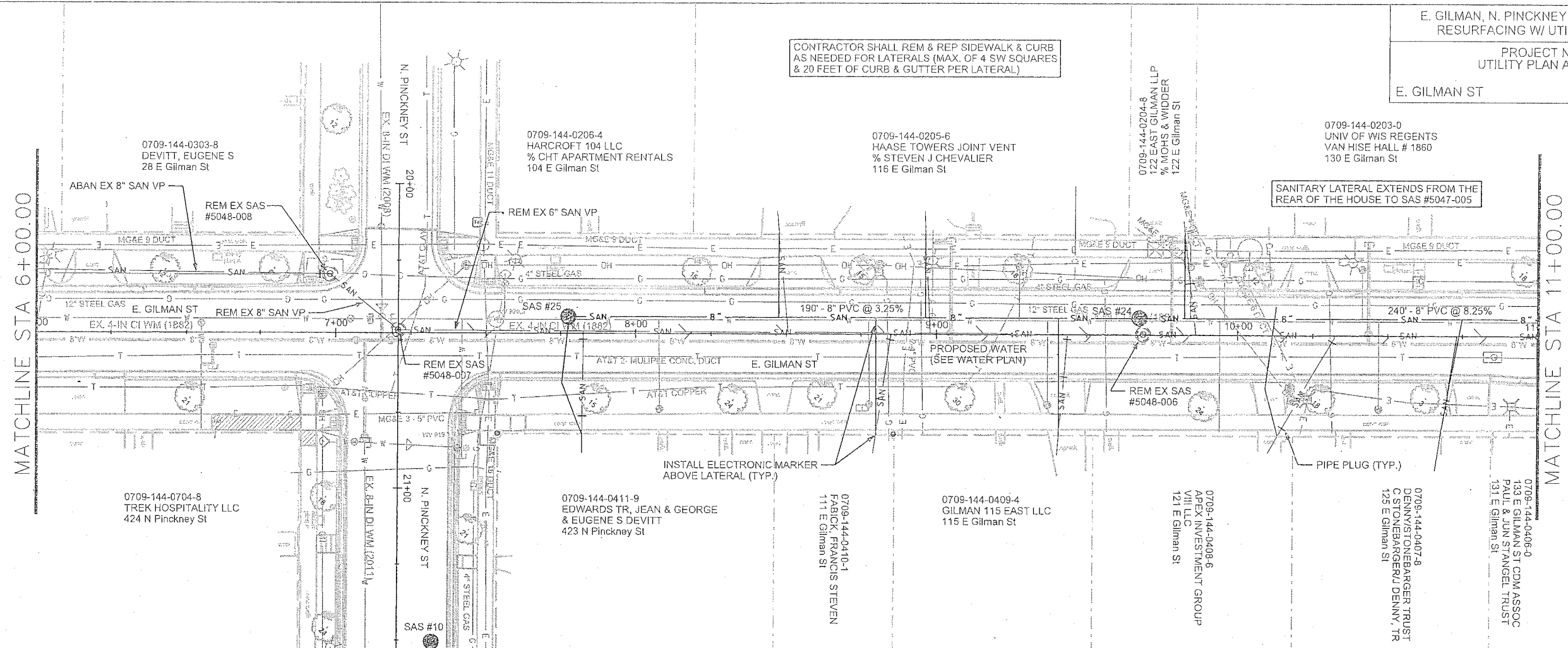
REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE TYPE	PIPE SIZE	PAID (Y/N)	NOTES
EAST GILMAN STREET						
SAS 5048-048	SAS 5048-017	269	VP	6"	N	[1]
SAS 5048-008	SAS 5048-009	154	VP	8"	N	[1]
NORTH BUTLER STREET						
SAS #5047-012	SAS #5047-010	33	VP	6"	N	[1]
SAS #5048-010	SAS #5047-012	288	VP	6"	N	[1]

SPECIFIC NOTES

- [1] PIPE PLUGS SHALL BE CONSIDERED INCIDENTAL TO ABANDONMENT
- [2] PIPE SHALL EITHER BE REMOVED OR ABANDONED WITH SLURRY. REMOVAL OR ABANDONMENT SHALL BE PAID FOR UNDER BID ITEM 90030

REVISED

CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB & GUTTER PER LATERAL)



PLOT SCALE:

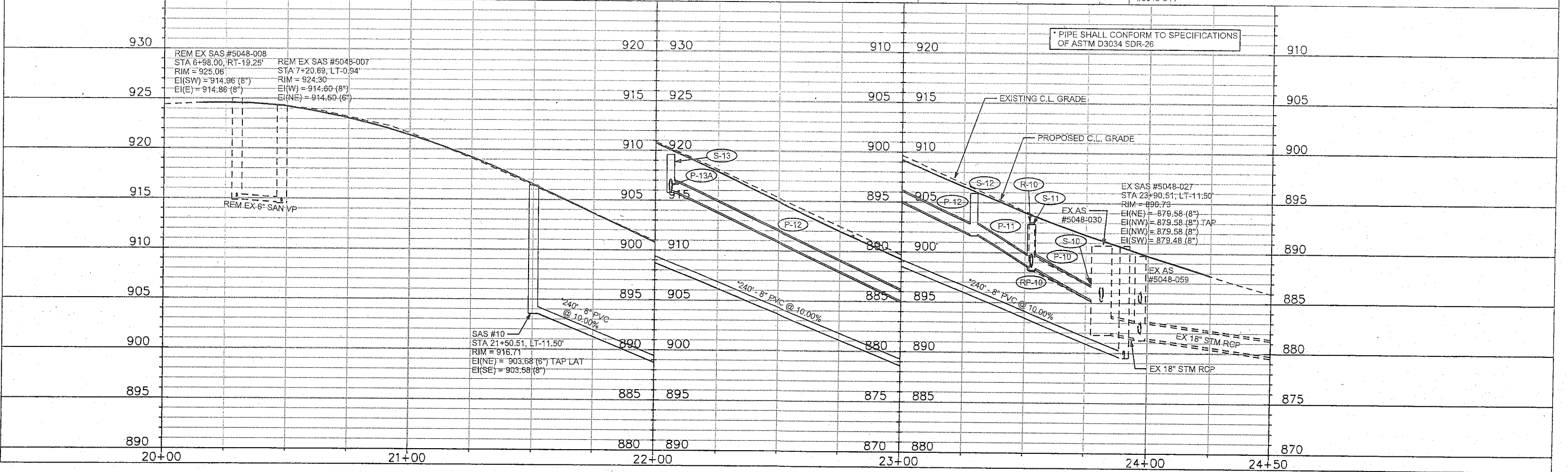
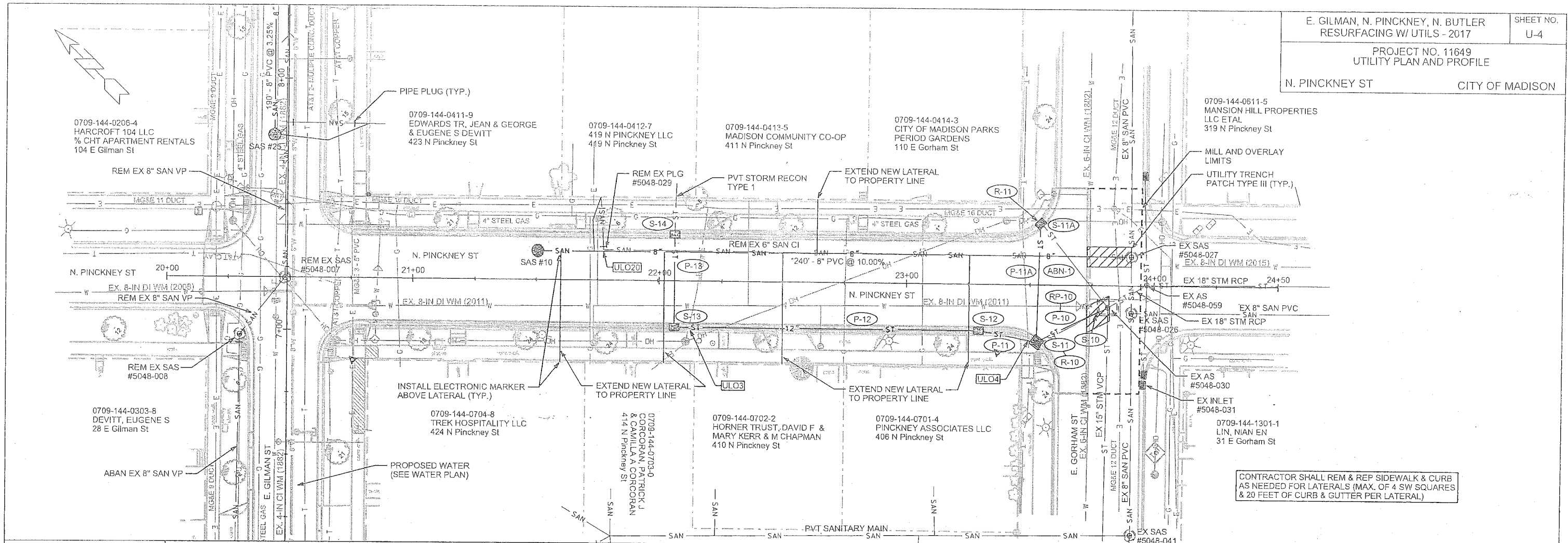
PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

ORIG. MARK

072161.mtc



* PIPE SHALL CONFORM TO SPECIFICATIONS OF ASTM D3034 SDR-26

CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB & GUTTER PER LATERAL)

PLOT SCALE:

PLOT NAME:

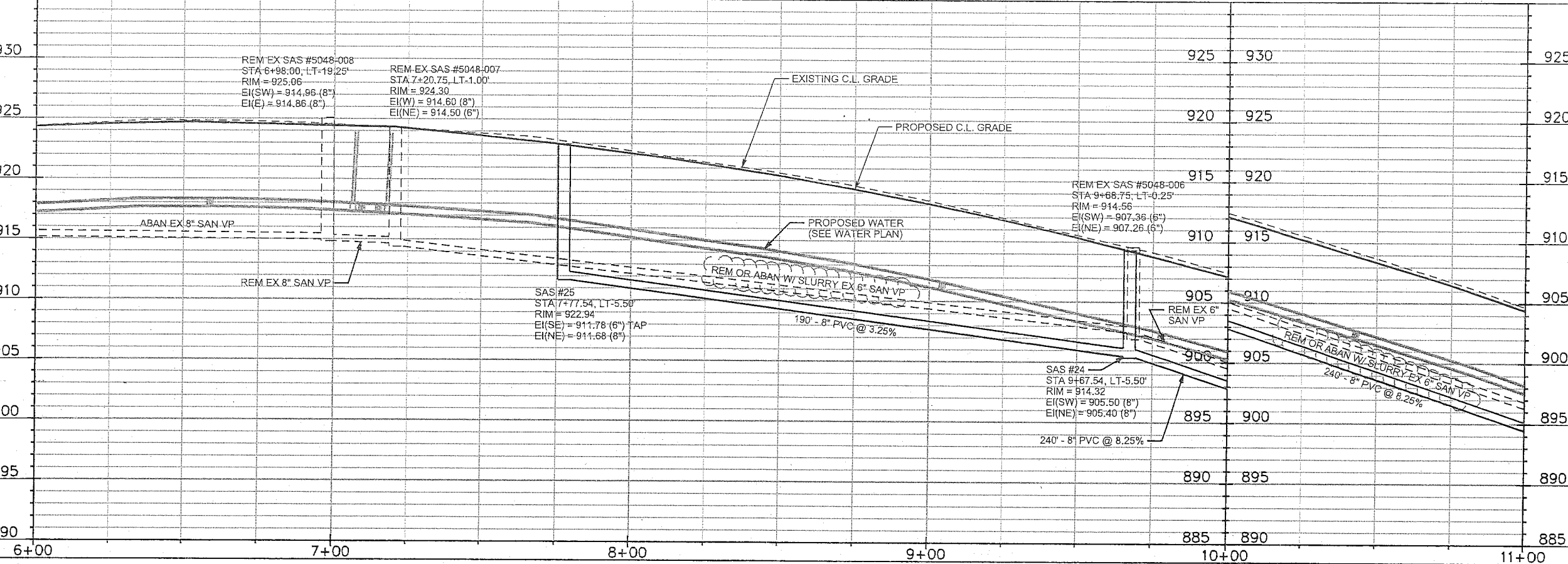
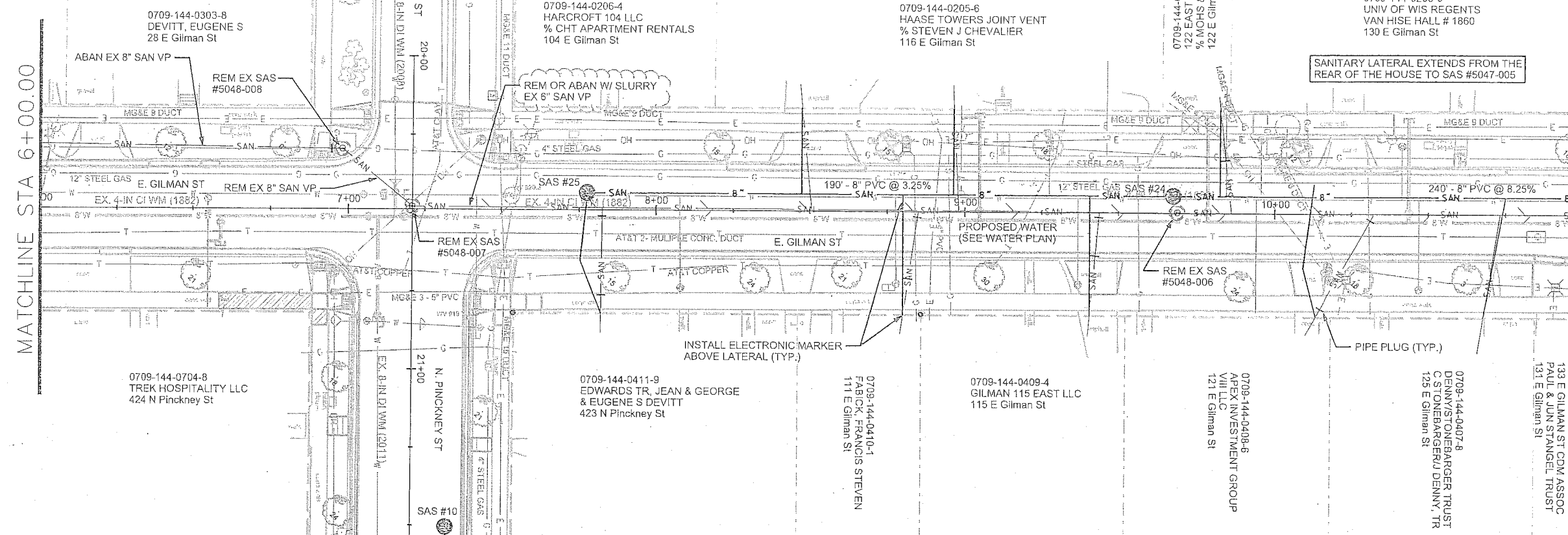
REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

CONTRACTOR SHALL REM & REP SIDEWALK & CURB AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES & 20 FEET OF CURB & GUTTER PER LATERAL)

MATCHLINE STA 6+00.00

MATCHLINE STA 11+00.00



PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

REVISED

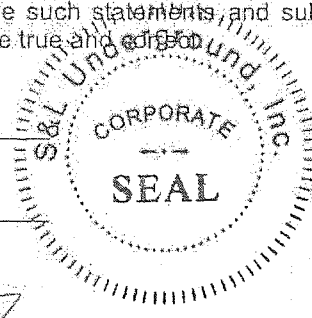
SECTION E: BIDDERS ACKNOWLEDGEMENT

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000

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

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 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)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of S&L Underground Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements, and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

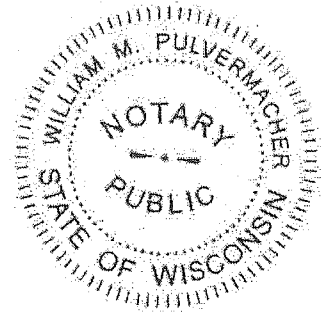
[Signature]
 SIGNATURE
President
 TITLE, IF ANY



Sworn and subscribed to before me this
22 day of September, 2017
[Signature]

(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 4-2-18

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



Contract 8000 – S&L Underground, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

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

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

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

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

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

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

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

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

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

Prime Bidder Certification

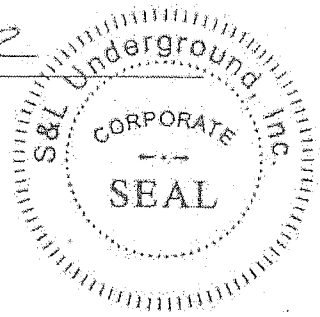
I, Ben Larrabee President of
Name Title
S+L Underground, Inc. certify that the information
Company

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

[Signature]
Witness' Signature

[Signature]
Bidder's Signature

9/22/2017
Date



**E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000**

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
Red Arrow Electric	Electric	8 %
JR's Const	Landscaping Erosion	3.0 %
Ast. Sawing	Saw cut	.06 %
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>11.06</u> %

SBE Subcontractors Who Are Suppliers

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

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

Total Percentage of SBE Utilization: 11.06 %.

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET RESURFACING WITH UTILITIES
 ASSESSMENT DISTRICT - 2017
 CONTRACT NO. 8000
 DATE: 9/22/17

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$6,425.00	\$6,425.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	25.00	\$25.00	\$625.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	21.00	\$125.00	\$2,625.00
10801.0 - ROOT CUTTING - CURB AND GUTTER - L.F.	60.00	\$18.00	\$1,080.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	10.00	\$18.00	\$180.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$70,100.00	\$70,100.00
20101.0 - EXCAVATION CUT - C.Y.	3085.00	\$21.00	\$64,785.00
20130.0 - UNDERDRAIN - L.F.	75.00	\$14.00	\$1,050.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1000.00	\$3.00	\$3,000.00
20219.0 - BREAKER RUN - TON	1665.00	\$15.60	\$25,974.00
20221.0 - TOPSOIL - S.Y.	2797.00	\$4.50	\$12,586.50
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	250.00	\$2.20	\$550.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	250.00	\$2.00	\$500.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	5662.00	\$5.00	\$28,310.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1588.00	\$3.00	\$4,764.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	7690.12	\$3.30	\$25,377.40
20324.0 - REMOVE CONCRETE STEPS - S.F.	185.00	\$5.00	\$925.00
20401.0 - CLEARING - I.D.	105.00	\$45.00	\$4,725.00
20406.0 - GRUBBING - I.D.	105.00	\$45.00	\$4,725.00
20701.0 - TERRACE SEEDING - S.Y.	1811.00	\$1.80	\$3,259.80
20801.0 - SODDING - S.Y.	986.00	\$5.00	\$4,930.00
20850.0 - SOD DROUGHT WATERING - EACH	2.00	\$1,800.00	\$3,600.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	1919.00	\$2.40	\$4,605.60
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	1394.00	\$22.00	\$30,668.00
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	133.00	\$30.00	\$3,990.00
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	60.00	\$30.00	\$1,800.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	4089.00	\$6.30	\$25,760.70
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	3970.00	\$7.60	\$30,172.00
30313.0 - CONCRETE STEPS - S.F.	128.00	\$45.00	\$5,760.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	96.00	\$30.00	\$2,880.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	2038.00	\$18.00	\$36,684.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	1608.00	\$18.00	\$28,944.00
40202.0 - HMA PAVEMENT TYPE E-1 - TON	1485.00	\$65.50	\$97,267.50
40211.0 - TACK COAT - GAL	605.00	\$3.05	\$1,845.25
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	50.00	\$52.00	\$2,600.00
60941.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	600.00	\$2.00	\$1,200.00
90001.0 - REPAIR CONCRETE STEPS (UNDISTRIBUTED) - S.F.	10.00	\$10.00	\$100.00
90002.0 - RESET LANDMARK PLAQUES - EACH	1.00	\$1,020.00	\$1,020.00
90003.0 - CRACK AND DAMAGE SURVEYS - EACH	8.00	\$1,850.00	\$14,800.00
90004.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	50.00	\$30.00	\$1,500.00

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET RESURFACING WITH UTILITIES
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000
DATE: 9/22/17

S&L Underground, Inc.

Item	Quantity	Price	Extension
90005.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	50.00	\$5.00	\$250.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$2,325.00	\$2,325.00
20217.0 - CLEAR STONE - TON	625.00	\$18.00	\$11,250.00
20313.0 - REMOVE INLET - EACH	5.00	\$570.00	\$2,850.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY (STORM) - C.Y.	1.10	\$2,250.00	\$2,475.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$250.00	\$750.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$5,350.00	\$5,350.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	15.00	\$250.00	\$3,750.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	31.00	\$170.00	\$5,270.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	50.00	\$80.00	\$4,000.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	31.00	\$25.00	\$775.00
40301.0 - FULL WIDTH GRINDING - S.Y.	400.00	\$11.10	\$4,440.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	576.00	\$0.01	\$5.76
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	300.00	\$83.00	\$24,900.00
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	244.00	\$83.00	\$20,252.00
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	32.00	\$89.00	\$2,848.00
50722.0 - 6'X6' CATCHBASIN - L.F.	1.00	\$8,500.00	\$8,500.00
50723.0 - 3'X3' STORM SAS - EACH	4.00	\$2,320.00	\$9,280.00
50741.0 - TYPE H INLET - EACH	9.00	\$2,100.00	\$18,900.00
50792.0 - STORM SEWER TAP - EACH	2.00	\$840.00	\$1,680.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	4.00	\$1,550.00	\$6,200.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$1,550.00	\$1,550.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$2,300.00	\$2,300.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	7.00	\$955.00	\$6,685.00
20314.0 - REMOVE PIPE (SANITARY) - L.F.	44.00	\$61.00	\$2,684.00
20331.0 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH	2.00	\$910.00	\$1,820.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$700.00	\$700.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	2307.00	\$0.01	\$23.07
50301.0 - 8 INCH PVC SANITARY SEWER PIPE - L.F.	1457.00	\$109.00	\$158,813.00
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	850.00	\$32.00	\$27,200.00
50355.0 - RECONNECT SANITARY SEWER LATERAL - EACH	24.00	\$4,000.00	\$96,000.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$5,700.00	\$5,700.00
50701.0 - 4' DIA SAS - EACH	9.00	\$3,500.00	\$31,500.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	56.00	\$75.00	\$4,200.00
50791.0 - SANITARY SEWER TAP - EACH	7.00	\$1,350.00	\$9,450.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - LF	280.00	\$9.00	\$2,520.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF	830.00	\$7.00	\$5,810.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF	2490.00	\$6.50	\$16,185.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF	450.00	\$25.00	\$11,250.00
60261 - ELECTRICAL TRENCH - LF	2355.00	\$4.00	\$9,420.00

E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET RESURFACING WITH UTILITIES
 ASSESSMENT DISTRICT - 2017
 CONTRACT NO. 8000
 DATE: 9/22/17

S&L Underground, Inc.

Item	Quantity	Price	Extension
60401 - CONSTRUCT LB-1 BASE - EACH	33.00	\$600.00	\$19,800.00
60403 - CONSTRUCT LB-3 BASE - EACH	4.00	\$850.00	\$3,400.00
60409 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$1,100.00	\$1,100.00
60412.0 - CONSTRUCT TYPE "M" BASE - EACH	1.00	\$1,300.00	\$1,300.00
60421 - REMOVE STREET LIGHT BASE - EACH	12.00	\$200.00	\$2,400.00
60427 - REMOVE ELECTRICAL HANDHOLE - EACH	2.00	\$100.00	\$200.00
60441 - AUGER CONCRETE ELECTRICAL BASE - EACH	1.00	\$500.00	\$500.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	3.00	\$900.00	\$2,700.00
60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	3.00	\$1,100.00	\$3,300.00
90006.0 - INSTALL AND MAINTAIN SUPPORT STRUCTURES - LS	1.00	\$25,000.00	\$25,000.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF	445.00	\$7.00	\$3,115.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF	960.00	\$6.50	\$6,240.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF	110.00	\$25.00	\$2,750.00
60261.0 - ELECTRICAL TRENCH - LF	595.00	\$4.00	\$2,380.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	1.00	\$100.00	\$100.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	5.00	\$900.00	\$4,500.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	1.00	\$1,100.00	\$1,100.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$9,000.00	\$9,000.00
70002.0 - FURNISH AND INSTALL 6-INCH PIPE & FITTINGS - L.F.	190.00	\$133.00	\$25,270.00
70003.0 - FURNISH AND INSTALL 8-INCH PIPE & FITTINGS - L.F.	940.00	\$122.00	\$114,680.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	6.00	\$1,700.00	\$10,200.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	6.00	\$2,200.00	\$13,200.00
70040.0 - SALVAGE HYDRANT - EACH	1.00	\$560.00	\$560.00
70054.0 - REPLACE 1½-INCH COPPER SERVICE LATERAL - EACH	1.00	\$4,200.00	\$4,200.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	9.00	\$1,650.00	\$14,850.00
70057.0 - RECONNECT 1½-INCH SERVICE LATERAL - EACH	6.00	\$3,400.00	\$20,400.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	10.00	\$2,300.00	\$23,000.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	4.00	\$1,850.00	\$7,400.00
70090.0 - ABANDON WATER VALVE BOX - EACH	11.00	\$195.00	\$2,145.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	2.00	\$970.00	\$1,940.00
70101.0 - FURNISH AND INSTALL INSULATION - L.F.	16.00	\$16.00	\$256.00
70104.0 - ADJUST WATER VALVE BOX - EACH	6.00	\$305.00	\$1,830.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	66.00	\$90.00	\$5,940.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	17.00	\$760.00	\$12,920.00
90030 - REMOVE OR ABANDON PIPE - LF	496.00	\$41.00	\$20,336.00
116 Items	Totals		\$1,462,066.58

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:

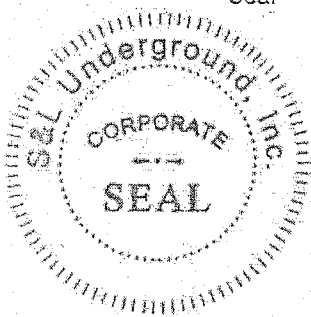
**E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000**

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

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

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

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



Seal PRINCIPAL

S & L Underground, Inc.

Name of Principal

Ben Larrabee

By

9/22/2017
Date

Ben Larrabee, President
Name and Title

Seal SURETY

Granite Re, Inc.

Name of Surety

Connie Smith

By

09/14/2017
Date

Connie Smith, Attorney-in-Fact
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2017, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

09/14/2017

Date

Connie Smith

Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

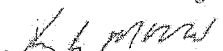
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, 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

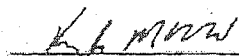
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14 day of Sept, 2017





Kyle P. McDonald, Secretary/Treasurer

The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

**E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000**

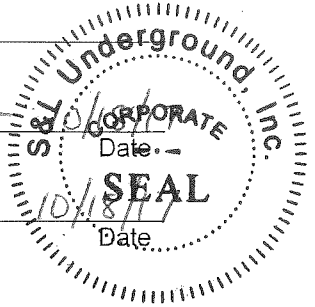
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

Erika Slecker 10/18/17
Witness Date
Erika Slecker 10/18/17
Witness Date

S&L UNDERGROUND, INC.

Company Name
B. Z. Z.
President
D. D. D.
Secretary



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 7th day of November, 20 17

Mindy E. Batten
Witness

[Signature]
Mayor

[Signature]
Witness

Lauren N. Schmidt 10-25-17
for City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we S&L UNDERGROUND, INC., as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND SIXTY-SIX AND 58/100 (\$1,462,066.58) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**E. GILMAN STREET, N. PINCKNEY STREET, AND N. BUTLER STREET
RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2017
CONTRACT NO. 8000**

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

Signed and sealed this 18th day of October, 2017

Countersigned:

Erica Steele

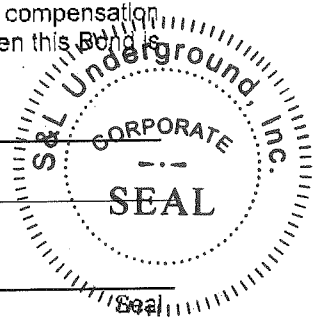
Witness

Dawasee

Secretary

S&L UNDERGROUND, INC.
Company Name (Principal)

B J Z
President



Approved as to form:

Neil P. My
City Attorney

Granite Re, Inc.

Surety Seal
 Salary Employee Commission

By: *Connie Smith*
Attorney-in-Fact **Connie Smith**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

10/18/2017

Date

Connie Smith
Agent Signature **Connie Smith**

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

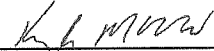
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, 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

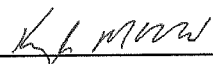
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16 day of JUN, 2017





Kyle P. McDonald, Secretary/Treasurer