

Contract Routing Form

ROUTING: Routine

printed on: 04/24/2019

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

Project: Koster Street and North Rusk Avenue Assessment District - 2019

Contract No.: 8110  
 Enactment No.: RES-19-00293  
 Dollar Amount: 2,276,703.75

File No.: 55134  
 Enactment Date: 04/22/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4/25/2019	4/25/2019
Director of Civil Rights	4/25/2019	4.29.19 EJ
Risk Manager	4.29.19	4.29.19 mce
Finance Director	4.29.19	4/29/19 mcr
City Attorney	466   4.29.2019	4.30.2019
Mayor	4.30.19	5.01.19

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

Original + 2 Copies

04/24/2019 10:44:02 enjls - Glen Yoerger 261-9177

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: 2,276,703.75  
 AA Plan: Approved  
 Amendment / Addendum #  
 Type: POS / Dir / Sbdv / Gov't / Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 55134      **Version:** 1      **Name:** Awarding Public Works Contract No. 8110, Koster Street and North Rusk Avenue Assessment District - 2019.

**Type:** Resolution      **Status:** Passed

**File created:** 3/21/2019      **In control:** Engineering Division

**On agenda:** 4/16/2019      **Final action:** 4/16/2019

**Enactment date:** 4/22/2019      **Enactment #:** RES-19-00293

**Title:** Awarding Public Works Contract No. 8110, Koster Street and North Rusk Avenue Assessment District - 2019. (14th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8110.pdf

Date	Ver.	Action By	Action	Result
4/16/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/3/2019	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
3/21/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the reconstruction of Koster Street and North Rusk Avenue at total cost of \$2,458,840. The adopted 2019 capital budget funds the project with GO Borrowing and associated utility funds via the Reconstruction Streets capital program in Engineering Major Streets. The breakout of estimated project cost by associated project component is as follows:

- Major Streets - \$1,114,940
- Stormwater Utility - \$774,050
- Sewer Utility - \$421,030
- Water Utility - \$148,820

MUNIS:  
11676

Awarding Public Works Contract No. 8110, Koster Street and North Rusk Avenue Assessment District - 2019. (14th AD)

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

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

See attached document (Contract No. 8110) for itemization of bids.

CONTRACT NO. 8110  
KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019

S&L UNDERGROUND, INC.

\$2,276,703.75

<ul style="list-style-type: none"> <li>Acct. No. 11676-402-170: 54410(91350)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$885,575.50</p> <p><u>70,844.50</u></p> <p>\$956,420.00</p>
<ul style="list-style-type: none"> <li>Acct. No. 11676-402-174: 54445 (91345)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$146,780.00</p> <p><u>11,740.00</u></p> <p>\$158,520.00</p>
<ul style="list-style-type: none"> <li>Acct. No. 11676-84-174: 54445 (91345)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$522,135.77</p> <p><u>41,774.23</u></p> <p>\$563,910.00</p>
<ul style="list-style-type: none"> <li>Acct. No. 11676-84-179: 54445 (91360)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$150,475.00</p> <p><u>12,035.00</u></p> <p>\$162,510.00</p>
<ul style="list-style-type: none"> <li>Acct. No. 12196-84-174-84600: 54445 (91345)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$44,100.00</p> <p><u>3,530.00</u></p> <p>\$47,630.00</p>
<ul style="list-style-type: none"> <li>Acct. No. 11676-83-173: 54445 (91345)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$389,838.48</p> <p><u>31,191.52</u></p> <p>\$421,030.00</p>
<ul style="list-style-type: none"> <li>Acct. No. 11676-86-179: 54445 (91360)</li> <li>Contingency 8%±</li> <li>Sub-Total</li> </ul>	<p>\$137,799.00</p> <p><u>11,021.00</u></p> <p>\$148,820.00</p>
<p>GRAND TOTAL</p>	<p><u>\$2,458,840.00</u></p>

Jurisdiction: Wisconsin

### Demographics

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

### Address

<b>Business Address</b> 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	<b>Mailing Address</b> 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	<b>Statutory Home Office Address</b> 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States	<b>Main Administrative Office Address</b> 14001 QUAILBROOK DR OKLAHOMA CITY, OK 73134 United States
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### Phone, Email, Website

<b>Phone</b>	<b>Email</b>	<b>Website</b>								
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Fax Phone</td> <td>(405) 749-6800</td> </tr> <tr> <td>Toll Free Phone</td> <td>(800) 440-5953</td> </tr> <tr> <td>Business Primary Phone</td> <td>(405) 752-2600</td> </tr> </tbody> </table>	Type	Number	Fax Phone	(405) 749-6800	Toll Free Phone	(800) 440-5953	Business Primary Phone	(405) 752-2600	No results found.	No results found.
Type	Number									
Fax Phone	(405) 749-6800									
Toll Free Phone	(800) 440-5953									
Business Primary Phone	(405) 752-2600									

### Company Type

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

### Appointments

Show 10  entries Showing 1 to 3 of 28 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	01/10/2019	03/15/2020
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Property	01/31/2017	01/10/2019	03/15/2020
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual		03/21/2012	01/10/2019	03/15/2020

### 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					<b>Other</b> CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

### Company Merger

No results found.

### Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	



\$2,276,703.75  
FILE

BID OF S&L UNDERGROUND, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8110

MUNIS NO. 11676

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 16, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8110**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: gy



## 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:	KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019
CONTRACT NO.:	8110
SBE GOAL	5 %
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 15, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 14, 2019
BID SUBMISSION (2:00 P.M.)	MARCH 21, 2019
BID OPEN (2:30 P.M.)	MARCH 21, 2019
PUBLISHED IN WSJ	FEBRUARY 28, 2019 & MARCH 7 & 14, 2019

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://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](http://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 - 2019 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](http://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](http://www.bidexpress.com)). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

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

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

#### MINOR DISCREPANCIES

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](http://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](http://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](http://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](http://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

### KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8110

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

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

#### **SECTION 102.11**      **BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104**      **SCOPE OF WORK**

The proposed project is a reconstruction of Koster Street and a portion of North Rusk Avenue. The limits for the work to be done are on Koster Street from Bram Street to North Rusk Avenue and on North Rusk Avenue from Koster Street to Nygard Street. The total project length is approximately 2375 lineal feet. The existing typical section of Koster Street and North Rusk Avenue is a rural section with roadside ditches, no curb and gutter, and no sidewalk. The streets will be reconstructed to an urban section with new asphalt pavement, curb and gutter and new sidewalk on one side of the street.

The work under this contract shall include but not be limited to clearing and grubbing, installation of sanitary sewer, water main, storm sewer, grading, base preparation, curb and gutter, asphalt pavement, drive aprons, new sidewalk construction, topsoil placement, seeding and restoration.

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

#### **SECTION 104.4**      **INCREASED OR DECREASED QUANTITIES**

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

#### **SECTION 105.12**      **COOPERATION BY THE CONTRACTOR**

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

### **Coordination with Private Utilities**

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. 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.

### **Madison Gas and Electric (Electric)**

MG&E has power poles that are in conflict with proposed street and sidewalk construction. MG&E plans to relocate power poles prior to the start of construction. Contact Mark Boem, (608) 842-1704 or [mboem@mge.com](mailto:mboem@mge.com) with questions or to coordinate work in the vicinity of MG&E electric facilities.

### **Madison Gas and Electric (Gas)**

MG&E has gas main that is in conflict with proposed storm sewer construction. MG&E plans to relocate gas main prior to the start of construction. Contact Roger Ahles, (608) 242-5682 or [rahles@mge.com](mailto:rahles@mge.com) with questions or to coordinate work in the vicinity of MG&E gas facilities.

### **AT&T (Communications)**

AT&T has aerial facilities on MG&E poles within the project limits. AT&T plans to relocate their facilities with MG&E prior to start of the contract. The contact for coordination with AT&T is Carol Anason, (608) 252-2385, cell (920) 475-2799.

### **TDS Telecom**

There are no anticipated conflicts with TDS Telecom. Contact Jerry Myres, (608) 664-4404 or [jerry.myers@tdstelecom.com](mailto:jerry.myers@tdstelecom.com) if necessary to coordinate work with TDS.

### **Charter Communications**

Charter has aerial facilities on MG&E poles within the project limits. Charter plans to relocate their facilities with MG&E prior to start of the contract. Contact Brandon Storm; office (608) 274-3822 ext. 6642, cell (608) 444-9493 if necessary to coordinate work with Charter Communications.

### **Existing Items to Remain**

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. The Contractor shall use care around all utilities to remain. All costs to protect existing pipe and structures shall be incidental to construction. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall maintain access for property owners, emergency services, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

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, particularly gas main and storm sewer running along Koster St.

**SECTION 104.4      INCREASED OR DECREASED QUANTITIES**

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

**SECTION 107.6      DUST PROOFING**

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

**SECTION 107.7:      MAINTENANCE OF TRAFFIC**

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

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

Traffic shall be maintained on W. Badger Road at all times.

Koster Street and N Rusk Avenue may be closed to through traffic for the duration of the project at the project limits. Local traffic shall be maintained at all times.

The intersection of Bram Street and Koster Street may be partially closed during the day for up to 14 calendar days but shall be reopened to local and emergency traffic overnight and when work is not being done. This shall be done by use of plating or backfilling. During this partial closure, either the east or west leg of Bram Street shall be open to two directional traffic at all times. This may be done by use of a flagger. This means that vehicles traveling north on Koster Street shall always be able to make a right or left turn onto Bram Street and the respective movement from Bram Street onto Koster Street shall also be maintained. Also during this partial closure, access to all properties shall be maintained from the south end of the project at all times. During the partial closure, message boards shall be placed as directed by the Engineer to alert traffic of the partial closure.

While the temporary hydrant is installed on Bram Street, Type III barricades shall be placed around it and a travel lane at least 12' wide shall be open to traffic.

Ardmore Drive within the project limits has access from either Koster Street or N Rusk Avenue but no other access points. Access for residents, mail service, refuse pickup and emergency services to Ardmore Drive shall be maintained at all times from either the Koster Street intersection or the N Rusk Avenue intersection.

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. Double yellow reflective pavement marking tape shall be used whenever tubular markers are being used to separate travel lanes. Yellow four (4) inch reflective pavement marking tape shall be used whenever tubular markers are used to separate a travel lane from a work zone.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, tubular posts and bases 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.

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

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

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

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.

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

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

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

**SECTION 108.2:      PERMITS**

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

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

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

**SECTION 109.2: PROSECUTION OF WORK**

The Contractor shall begin work on or after **June 17, 2019**. The total time of completion of the contract shall be **ONE HUNDRED TWENTY-FIVE (125)** calendar days.

Work shall begin only after the start work letter is received. If it is desirable to begin work before or after 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.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

**BID ITEM 20201 – EXCAVATION CUT**

**DESCRIPTION**

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction and as here in modified.

**CONSTRUCTION**

Comply with Article 201 of the Standard Specifications for Public Works Construction.

**METHOD OF MEASUREMENT**

Bid Item EXCAVATION CUT shall be measured as a plan quantity by the cubic yard in place. An estimated plan quantity is included in the plans and proposal items.

**BASIS OF PAYMENT**

Bid Item EXCAVATION CUT shall be paid at the contract price, as a plan quantity by the Cubic Yard, measured and calculated as described above, which shall be full compensation for all labor and materials related to the work.

**BID ITEM 20326 – REMOVE FENCE**

**DESCRIPTION**

All work under this bid item shall be completed in accordance with Section 203 of the Standard Specifications and as provided herein.

The approximate length of fence to be removed is indicated on the plans. This work shall also include modifying the remaining fence by providing a new end section and end post where necessary for the portion of fence to remain. Existing fence fabric and hardware which can be salvaged in good condition may be used to construct the end section. Any new materials necessary to complete the installation, including posts and foundations, shall substantially match or exceed the existing fence with respect to material strength and thickness, post embedment and finish.

**METHOD OF MEASUREMENT**

Remove Fence will be measured along the existing fence from end post to end post of the new fence, not including any work beyond these limits to construct new end posts for the existing fence to remain, as described above.

#### **BASIS OF PAYMENT**

Remove Fence will be paid at the contract price per Linear Foot, which shall be full payment for removing a portion of the existing fence and establishing a new end post(s) as described, including salvaging or disposal of removed materials and furnishing all new materials necessary to properly support the remaining existing fence.

#### **BID ITEM 20336 – PIPE PLUG**

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

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

#### **SECTION 203.2      DISPOSING OF MATERIALS**

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction with regard to salvaging castings.

#### **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 21011 – CONSTRUCTION ENTRANCE**

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50’ long, construction of an entrance not meeting this specification will result in no payment for this item not a partial payment.

#### **ARTICLE 401      CRUSHED AGGREGATE BASE COURSE**

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.



The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

## **ARTICLE 500            SEWERS AND SEWER STRUCTURES**

The storm sewer and sanitary sewer designer for the project is Matt Allie and may be contacted at (608) 266-4058 or [mallie@cityofmadison.com](mailto:mallie@cityofmadison.com).

### **SANITARY SEWER GENERAL**

This project shall include installing approximately 1,868 feet of new 8" PVC SDR-35 sewer main and 720 feet of new sanitary lateral SDR-35.

ASTM D3034 SDR-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).

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 2019 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. Connection of new sanitary laterals directly to sanitary access structures shall be accommodated with a Sanitary Sewer Tap – Bid Item 50791.

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 698 feet of new 12" storm sewer, 23 feet of new 15" storm sewer, 686 feet of new 18" storm sewer, 476 feet of new 21" storm sewer, 119 feet of new 24" storm sewer, 240 feet of new 27" storm sewer, 22 feet of new 30" storm sewer, 41 feet of new

19"x30" HERCP storm sewer, 24 feet of new 29"x45" storm sewer, 649 feet of new 34"x53" HERCP storm sewer.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

Precast structures are only allowed where 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 50353 - SANITARY SEWER LATERAL (SDR 35)**

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 (ULO's) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors 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 (106 sf) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

### **BID ITEM 50356 – RECONNECT SANITARY LATERAL**

All work under this bid item shall be done in accordance with Article 503 of the City of Madison Standard Specifications for Public Works Construction, latest addition. Lateral risers shall be installed in conformance with the S.D.D. 5.3.1 and made payable as Reconnect (Bid Item 50356) and Sanitary Sewer Lateral (Bid Item 50353)

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 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 2019 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.

A marker ball will be required for the storm sewer pipe bend constructed north of Bram Street, just downstream from structure S-0, and placed directly above the constructed bend.

### **BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL**

#### **DESCRIPTION**

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

Acceptable products and manufacturers are the following:

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

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

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

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

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. 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 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

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

The project consists primarily of abandoning the existing 6-inch 1950's water main, reconnecting services on the 6-inch main to the newer, dual 12-inch water main and connecting the 12-inch main to the side street mains. In addition, the project includes several offsets and/or new main to be installed in the existing 12-inch water main to accommodate proposed storm sewer pipes. The project also includes abandoning existing water valve boxes and hydrants and adjusting valve box sections for valves remaining in service.

Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

### **Water Services Outage(s) to Capital View Terrace Apartments**

Capital View Terrace is a cul-de-sac off North Rusk Avenue between Sunny Meade Lane and Nygard Street. There are several multi-unit apartment buildings on Capital View Terrace. All Capital View Terrace addresses are served from a dead-end, private 6-inch main off North Rusk Avenue (service valve located at Station 32+76±). The scope of work includes transferring the service/private main from the existing 6-inch water main to the newer 12-inch main. Sequence work to minimize the number of service outages to the complex.

**Notify JEK Properties Property Manager Kari DiSalvo at (608) 257-2787 of all water service outages to the Capital View Terrace Apartments.**

### **Water Services Outage(s) to Quann Park**

Quann Park is a City of Madison park that houses an off-leash dog park, a tennis court complex and a large community garden. Quann Park's only water service is provided via a 6-inch lateral/private main off the dead-end main on Bram Street east of Koster Street. Water main installation will require the isolation of the dead-end main serving Quann Park. Follow the required sequencing described below for the work at the intersection of Bram Street and Koster Street to minimize the number and duration of Park service outages.

**Notify Park Supervisor Chad Hughes at 608-575-4508 a minimum four-working days prior to any service outage to Quann Park.**

### **Required Sequencing to Maintain Service to Quann Park**

Sequence operations for the Bram and Koster Street intersection work as follows to minimize the number and duration of service outages to the park:

1. Set the temporary flushing hydrant on Bram Street at the northeast corner of the intersection of Bram and Koster Streets (Station 10+81±).
2. Install the 12-inch main on Bram Street including the 12-inch valve off the tee to Koster Street (Station 10+93± offset left).
3. Perform the cut-in connection (WN20) to the existing 12-inch main on Bram Street west of Koster Street (Station 10+78± offset right). Installing the main "backwards" allows the air in the Bram Street main caused by the cut-in connection to be bled from the temporary flushing hydrant.
4. The park will now be fed only from the existing main on Koster Street.
5. Disinfect, flush and successfully test the new Bram Street water main.
6. Perform the cut-in connection (WN22) to the 10-inch dead-end main on Bram Street at the northeast corner of the intersection of Bram and Koster Streets.
7. Now the park will now be fed only from the new main on Bram Street.
8. Install the remaining main on the far west end of Koster Street.
9. Install the main at the Bram Street and Koster Street intersection before performing other cut-in connections on Koster Street to minimize service disruptions to Quann Park

When lowering services below the large storm pipe on Koster Street, shut off each service lateral at the corporation stop to avoid putting other customers on Koster Street out of service multiple times.

Temporary flushing hydrants may be used for flushing one time only before being installed permanently.

Be aware of multiple cut-in or cut-and-cap operations being performed simultaneously and inadvertently dead-ending mains from all directions. Be aware of performing cut-in or cut-and-cap operations on dead-ended mains, partially abandoned mains or mains with temporarily closed valves. Note that service laterals within the project limits are off both the existing 6-inch and 12-inch mains. Sequence the transfer of services to minimize service outages to customers.

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

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

## **SECTION 702 MATERIALS**

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

## **SECTION 703 CONSTRUCTION METHODS**

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

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

**WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:**

- |       |   |
|-------|---|
| WN1   | Replace the existing lead service with a new copper service.  |
| WN2   | Extend and reconnect the existing copper service to the new water main.   |
| WN3   | Existing service to be abandoned when water main is cut-off.  |
| WN4   | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5   | Relocate the existing fire hydrant.   |
| WN6   | Abandon water valve access structure.   |
| WN7   | Furnish and install the new top section for the water access structure.   |
| WN8   | Abandon the valve box.  |
| WN9   | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.                    |
| WN10  | Remove and salvage existing hydrant.  |
| WN11  | Replace the existing copper service with a new copper service.  |
| WN20+ | See Water Impact Plan for connection point isolation and water shut-off notification information.                         |

**Bid Item 70056          Reconnect 1-inch Service Lateral**

Bid Item 70056 - Reconnect 1-inch Service Lateral, shall include the lowering of service laterals below large storm pipes as identified in the plans (WN2) and as described in Standard Specifications 704.11. Lower the lateral to an elevation a minimum of one foot below the outer diameter of the storm pipe at the crossing location. Insulation of the lateral shall be paid under Bid Item 70101 Furnish and Install Styrofoam.

**BID ITEM 90001 – FENCE CHAIN LINK, 4-FT**

DESCRIPTION

This work shall consist of furnishing and installing a chain link fence in accordance with the applicable portions of Section 616 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition (WisDOT Standard Specifications) and these provisions.

MATERIALS

Fence materials shall conform to section 616.2.3 of the WisDOT Standard Specifications with the following exceptions:

The gauge, strength and finish of all materials and fittings shall equal or exceed that of the existing fence being relocated.

## CONSTRUCTION

Details shall generally conform to WisDOT Standard Detail drawing 15B3 Sheet b: Chain Link Fence.

## MEASUREMENT

Fence Chain Link, 4-FT will be measured by the linear foot acceptably completed, measured from center to center of end posts at the ground line.

## PAYMENT

Fence Chain Link, 4-FT, measured as provided above, will be paid for at the contract unit price per linear foot. Payment will be full compensation for furnishing, erecting, tensioning and for all labor, tools, equipment and incidentals necessary to complete this item of work.

## **BID ITEM 90002 – 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 90003 – 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 90004 – MAINTAIN TEMPORARY BICYCLE ACCESS**

### **DESCRIPTION**

This special provision describes maintaining bicycle and pedestrian access during construction to the Quann Park Bike Path, which extends north from the intersection of Bram Street and Koster Street. Provide an alternate route crossing Bram Street and connecting to the entrance of the bike path when work is being completed on Bram Street in front of the Bike Path ramp. It is the intent of this special provision to provide a walking access route for pedestrians and bicyclists from the Sundstrom Street intersection to the Quann Park Bike Path. Pedestrians and bicyclists from the neighborhood surrounding the project area frequently use the Bike Path for recreation and commuting purposes and alternate access points are not available.

### **CONSTRUCTION**

Establish, prepare and maintain an alternate access route for pedestrians and bicyclists to access the Bike Path utilizing existing pavement, or shoulder areas or terrace areas outside of work zones along Koster Street. Level and compact the alternate access route so that an acceptable walking route is available to access the Bike Path. The alternate access route shall be located outside the immediate work area, as approved by the engineer. Reconstruct access route when disturbed by construction operations or utility trenches.

### **MEASUREMENT**

Maintain Temporary Bicycle Access by the day in service, acceptably completed. The measured quantity will equal the number of calendar days an access route through the work area is open to bicycle and pedestrian traffic. Each day that an acceptable access route is not available for more than 2 hours will result in 1 day being deducted from the quantity measured for payment.

### **PAYMENT**

Payment is full compensation for establishing and/or preparing and maintaining an access route; for furnishing, placing, maintaining, relocating and removing any temporary bicycle access materials; and for reconstructing or relaying any temporary surface material required to maintain the access route.

## **BID ITEM 90005 – TEMPORARY BUS BOARDING PAD**

### **DESCRIPTION**

This item shall be used to install a temporary bus boarding pad at the intersection of W Badger Road and N Rusk Ave for an eastbound temporary bus stop as shown in the traffic control plan and as directed by the Engineer. During construction, Metro buses will be detoured off N Rusk Avenue and Koster Street and this temporary bus stop will serve the residents in the area of the project.

Temporary bus boarding pad shall be constructed either of concrete or asphalt. Boarding pad shall be 5 inches thick, placed on W Badger Road as shown in the traffic control plan and on Detail Sheet D-1. The temporary boarding pad shall be 6 feet wide and 10 feet in length, and also include a ramp 6 feet wide by 8 feet long that ramps down from the temporary boarding surface to the existing pavement on W Badger Road.



This item also includes all work necessary to maintain the bus boarding pads while in use. The boarding pad shall be kept free of significant cracks and offsets and kept visible and clean and all times while in use. Maintenance of the boarding pads may include removal and replacement as directed by the Engineer.

This item also includes removal of the temporary bus boarding pad at the completion of the project.

#### **METHOD OF MEASUREMENT**

Temporary bus boarding pad shall be measured by the Each pad acceptably installed, maintained and removed.

#### **BASIS OF PAYMENT**

Temporary bus boarding pad, measured as provided above shall be paid at the contract unit price, which shall be full compensation for all work, materials, forms, labor, equipment and incidentals necessary to complete the work as set forth in the description.

#### **BID ITEM 90006 – CONCRETE BARRIER TEMPORARY PRECAST**

##### **DESCRIPTION**

This work shall consist of furnishing and installing a Concrete Barrier Temporary Precast in accordance with the applicable portions of Section 603 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition (WisDOT Standard Specifications) and these provisions and as shown in the plans on sheet TC-1.

##### **CONSTRUCTION**

Materials and Construction Details shall generally conform to WisDOT Standard Detail Drawing 14 B 7-15a thru 15i.

##### **MEASUREMENT**

Concrete Barrier Temporary Precast will be measured by the linear foot acceptably installed, maintained and removed at the completion of the project.

##### **PAYMENT**

Concrete Barrier Temporary Precast measured as provided above, will be paid for at the contract unit price per linear foot. Payment will be full compensation for furnishing, installing maintaining, and for removal at the completion of the project, and for all labor, tools, equipment and incidentals necessary to complete this item of work.

#### **BID ITEM 90030 – PRECAST BEND (54" RCP STORM)**

##### **DESCRIPTION**

Work under this item shall include all materials, labor, tools, equipment, and incidentals required to install a precast concrete bend at the connection of the salvaged section of 54" RCP, running from

structure S-0 to the bend, to the section of 54" RCP running from the bend to downstream. The exact location and angle of the bend are to be determined based on the ULO called for on the plans at the location of the existing bend.

#### **METHOD OF MEASUREMENT**

Precast Bend (54" RCP Storm) will be measured by the unit measurement of each, which includes furnishing all materials, including the precast bend section, and all labor, tools, equipment and incidentals necessary to complete the work to install the precast bend and to connect the existing and salvaged sections of 54" RCP.

#### **BASIS OF PAYMENT**

Precast Bend (54" RCP Storm) will be paid for at the contract price and is considered full compensation for all materials and work listed above.

#### **BID ITEM 90031 – REMOVE AND SALVAGE EXISTING 54" RCP**

#### **DESCRIPTION**

Work under this item shall include all materials, labor, tools, equipment, and incidentals required to remove and salvage the 54" RCP. This includes uncovering, removing, salvaging, and re-installing at a flat slope the 54" RCP sections between S-0 upstream and the precast bend downstream. Care shall be taken not to damage the joints when removing and storing the pipe sections or during re-installation. Material that is excavated to uncover the 54" RCP can be stockpiled and used to fill the trench after the 54" RCP is re-installed.

#### **METHOD OF MEASUREMENT**

Precast Bend (54" RCP Storm) will be measured by the unit measurement of linear feet, which includes furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work to remove the existing 54" RCP, salvage the 54" RCP sections, and re-install the 54" RCP sections at a flat slope to connect to structure S-0 upstream and the precast bend downstream.

#### **BASIS OF PAYMENT**

Remove and Salvage Existing 54" RCP will be paid for at the contract price and is considered full compensation for all materials and work listed above.

#### **BID ITEM 90032 – 22 INCH X 34 INCH TYPE I HERCP STORM SEWER PIPE**

#### **DESCRIPTION**

Work under this item shall include all materials, labor, and incidentals required to install 22 inch x 34 inch Type I HERCP storm sewer pipe and shall conform to Part V of the Madison Standard Specifications for Public Works Construction 2019 Edition.

#### **METHOD OF MEASUREMENT**

22 inch x 34 inch Type I HERCP storm sewer pipe will be measured by the unit measurement of linear feet, which includes furnishing all materials, labor, and incidentals necessary to complete the installation of the pipe.

### **BASIS OF PAYMENT**

22 inch x 34 inch Type I HERCP storm sewer pipe will be paid for at the contract price and is considered full compensation for all materials and work listed above.

### **BID ITEM 90033 – 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE**

#### **DESCRIPTION**

Work under this item shall include all materials, labor, and incidentals required to install 24 inch x 38 inch Type I HERCP storm sewer pipe and shall conform to Part V of the Madison Standard Specifications for Public Works Construction 2019 Edition.

#### **METHOD OF MEASUREMENT**

24 inch x 38 inch Type I HERCP storm sewer pipe will be measured by the unit measurement of linear feet, which includes furnishing all materials, labor, and incidentals necessary to complete the installation of the pipe.

#### **BASIS OF PAYMENT**

24 inch x 38 inch Type I HERCP storm sewer pipe will be paid for at the contract price and is considered full compensation for all materials and work listed above.

### **BID ITEM 90034 – 24 INCH X 38 INCH HERCP AE**

#### **DESCRIPTION**

Work under this item shall include all materials, labor, and incidentals required to install a 24 inch x 38 inch HERCP apron end and shall conform to Part V of the Madison Standard Specifications for Public Works Construction 2019 Edition.

#### **METHOD OF MEASUREMENT**

24 inch x 38 inch HERCP AE will be measured by the unit measurement of each, which includes furnishing all materials, labor, and incidentals necessary to complete the installation of the apron end.

#### **BASIS OF PAYMENT**

24 inch x 38 inch HERCP AE will be paid for at the contract price and is considered full compensation for all materials and work listed above.

### **BID ITEM 90035 – 24 INCH X 38 INCH HERCP AE GATE**

#### **DESCRIPTION**

Work under this item shall include all materials, labor, and incidentals required to install a 24 inch x 38 inch HERCP apron end gate and shall conform to Part V of the Madison Standard Specifications for Public Works Construction 2019 Edition.

## **METHOD OF MEASUREMENT**

24 inch x 38 inch HERCP AE gate will be measured by the unit measurement of each, which includes furnishing all materials, labor, and incidentals necessary to complete the installation of the apron end gate.

## **BASIS OF PAYMENT**

24 inch x 38 inch HERCP AE gate will be paid for at the contract price and is considered full compensation for all materials and work listed above.

## **BID ITEM 90036 – SCREEN TREATMENT DEVICE**

### **DESCRIPTION**

Work under this item shall include all materials, labor, tools, equipment, and incidentals required to construct the screen treatment device. The structure is S-7, as labeled on sheet ST-3 of the plan set, in the Storm Sewer Schedule (ST-8), and detailed on sheet D-2 of the plan set.

The dimensions of the treatment device shall conform to those indicated in the construction detail sheet. This item shall include all materials required for construction of the structure including, but not limited to: concrete W10x45 steel I-beam, rebar reinforcement, clear stone, heavy riprap filter fabric, and castings. Construction of this structure shall be in accordance with Section 507 of the Madison Standard Specifications for Public Works Construction 2019 Edition, and as further specified herein.

A coanda screen, dimensions as shown in the construction detail sheet, shall be provided and installed in the structure. The screen shall be purchased by the Contractor, who will also be responsible for coordination and timing of delivery, unloading, and installation of the screen. The screen shall be self-supporting and shall be suitably framed for mounting on concrete supporting walls or frame if necessary. The screen material and all supporting bars and fasteners shall be Type 304 Stainless Steel. The wire screen material shall be Type #63 having 1.0 mm wire spacing.

The support bars shall be rectangular in form, and sized and spaced to accommodate the hydraulic loading of up to two feet without damage to the screen. The screen material shall be free of weld spatter. The screen assemblies shall be as manufactured by Hydroscreen ([www.hydroscreen.com](http://www.hydroscreen.com)) or approved equal. All screen shall be manufactured in a flat condition. The Contractor shall install the screen according to manufacturer's specifications and guidance and shall be anchored to the concrete on twelve inch centers with 3/8" anchor tight bolts.

Bidder shall submit the name and qualifications of its screen supplier to the City Design Engineer for approval at or before the pre-construction meeting. The supplier shall have been in business for a period of no less than five years and have completed at least three similar projects. A minimum of three references, including contact information, shall be supplied to the City Design Engineer with the submittal.

Prior to manufacture of the screens, the Contractor shall submit plans and/or details for the screens including, but not limited to, mounding and bracing/support information, to the City Design Engineer for approval. The City Design Engineer for this project is Matt Allie 608-266-4058.

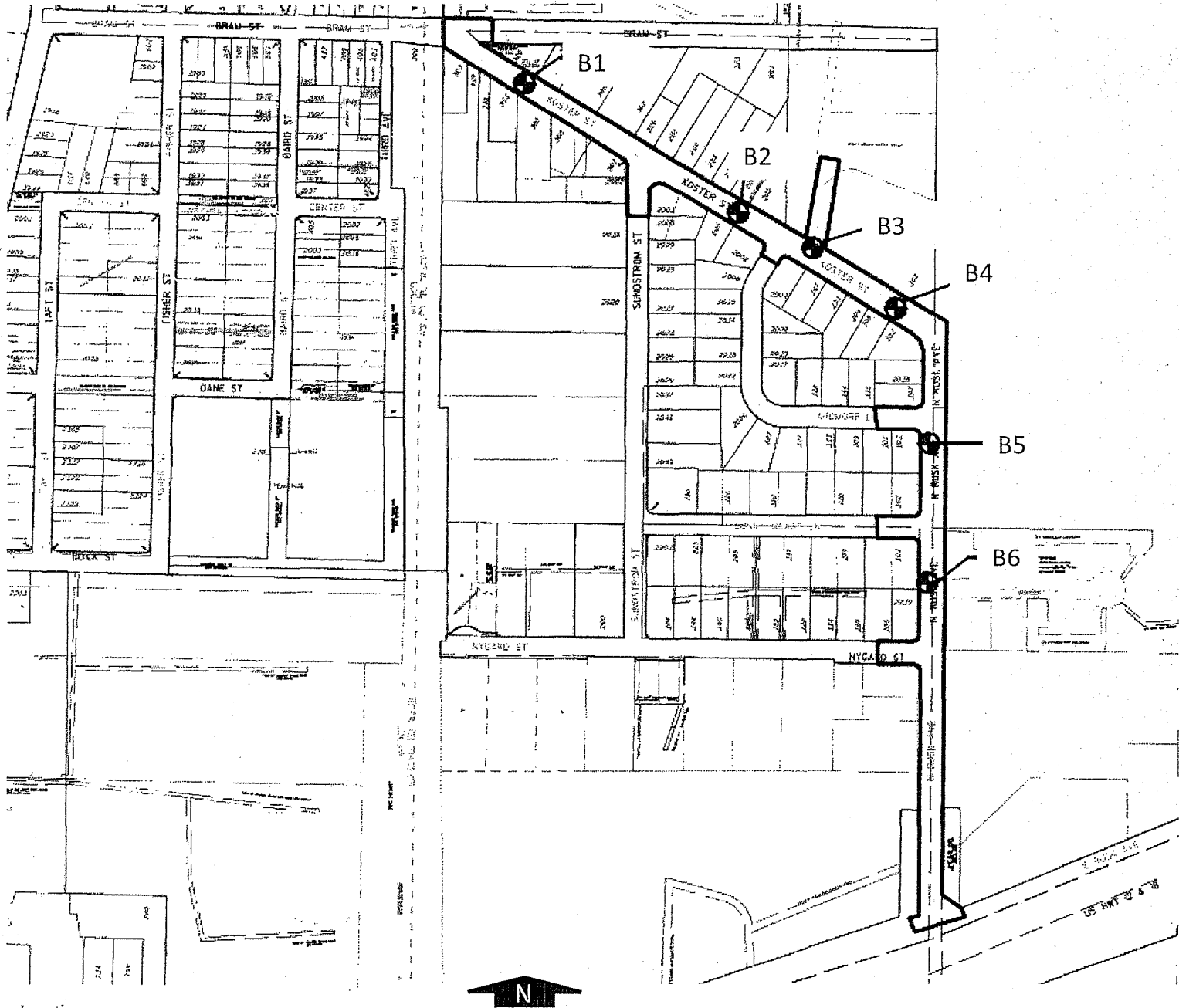
Care shall be taken during screen treatment device excavation and construction such that the adjacent water main and any compacted bedding is not damaged or displaced.

### **METHOD OF MEASUREMENT**


Screen Treatment Device will be measured as a completed unit upon complete construction of the structure in the field.

### **BASIS OF PAYMENT**

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



**Legend**

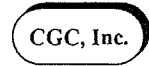
 Denotes Boring Location

**Notes**

1. Soil borings performed by Badger State Drilling in December 2017
2. Boring locations are approximate.

Scale: Reduced

Date:  
1/2018  
Job No.  
C17051-46



**Soil Boring Location Plan**  
**Koster Street and North Rusk Avenue**  
**Madison, WI**



# LOG OF TEST BORING

Project Koster Street and Rusk Avenue  
Koster: 150' SE of Bram, 5' NE of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 855±  
 Job No. C17051-46  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	5 in. Asphalt Pavement/6 in. Base Course					
1	16	M	9	9	Stiff to Very Stiff, Brown Lean CLAY (CL)	(2.0)				
				11	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt, Occasional Seams of Fine to Coarse Sand (SP/SP-SM)					
2	12	W	11	11						
				17						
3	16	W	17	17						
				20	Medium Dense, Light Brown Sandy SILT, Occasional Seams and Lenses of Silty Fine Sand (ML)					
4	16	W	20	20						
				20						
5	14	W	20	20						
				21	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	14	W	21	21						
				15	End Boring at 15 ft					
				20	Borehole backfilled with bentonite chips and asphalt patch (N 43° 02.725', W 89° 23.306')					

### WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  3.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 20 Min  
 Depth to Water \_\_\_\_\_ 3.5'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 4'10"

### GENERAL NOTES

Start 12/11/17 End 12/11/17  
 Driller BSD Chief MC Rig CME-55  
 Logger MG Editor ESF  
 Drill Method 2.25 HSA; Autohammer

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



# LOG OF TEST BORING

Project Koster Street and Rusk Avenue  
Koster: 175'NW of Ardmore, 5'NE of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 858±  
 Job No. C17051-46  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					5 in. Asphalt Pavement/7 in. Base Course					
1	14	M	7		Loose, Brown to Gray Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)					
				5	-----					
2	8	M	9		Loose, Brown Clayey Fine to Medium SAND (SC)					
				5	-----					
3	14	W	15		Medium Dense to Loose, Light Brown Sandy SILT, Occasional Seams and Layers of Silty Fine Sand (ML)					
				10	-----					
4	12	W	7							
				10	-----					
5	18	W	7							
				15	-----					
6	14	W	8		Having Trace to Little Clay Near 14 ft					
				15	-----					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch (N 43° 02.665', W 89° 23.174')					
				20						

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
While Drilling	▽ 6.0'	Upon Completion of Drilling	9'		Start	12/11/17
Time After Drilling					End	12/11/17
Depth to Water				▽	Driller	BSD Chief MC Rig CME-55
Depth to Cave in			9'10"		Logger	MG Editor ESF
					Drill Method	2.25 HSA; Autohammer
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.						





# LOG OF TEST BORING

Project Koster Street and Rusk Avenue  
Koster: 15'SE of Ardmore, 20'NE of CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 859±  
 Job No. C17051-46  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	14	M	7	0.7	FILL: Dark Brown Silty Topsoil to 0.7 ft Loose Brown Sandy Silt to 3 ft					
2	18	M	10	10		Loose to Medium Dense, Light Brown Sandy SILT (ML)				
3	14	W	21	21	Having Trace to Little Clay Beginning Near 9 ft					
4	16	W	18	18						
5	16	W	17	17						
6	16	W	14	14	Medium Dense, Brown Silty Fine SAND (SM)					
End Boring at 15 ft										
Borehole backfilled with bentonite chips (N 43° 02.652', W 89° 23.124')										

### WATER LEVEL OBSERVATIONS

While Drilling  6.0'      Upon Completion of Drilling \_\_\_\_\_ 10'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_ 11'

### GENERAL NOTES

Start 12/11/17 End 12/11/17  
 Driller BSD Chief MC Rig CME-55  
 Logger MG Editor ESF  
 Drill Method 2.25 HSA; Autohammer

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



# LOG OF TEST BORING

Project Koster Street and Rusk Avenue  
Koster: 145'NW of Rusk, 5'NE of CL  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) 869±  
 Job No. C17051-46  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (tsf)	W	LL	PL	LI
					5 in. Asphalt Pavement/7 in. Base Course					
1	12	M	11		Stiff to Very Stiff, Brown Lean CLAY (CL)	(2.0)				
2	8	M	10		Soft to Very Soft, Gray to Brown Lean CLAY, Little to Some Sand (CL)	(0.25)				
3	12	M	32		Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt, Occasional Layers of Sand and Gravel (SP)					
4	8	M	36		Rough Drilling Beginning Near 10 ft					
5	10	M	62/11"		Very Dense Near 11.5 ft (Probable Cobble)					
6	14	M	29		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
				15	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch (N 43° 02.622', W 89° 23.079')					
				20						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 12/11/17 End 12/11/17  
 Driller BSD Chief MC Rig CME-55  
 Logger MG Editor ESF  
 Drill Method 2.25 HSA; Autohammer

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



# LOG OF TEST BORING

Project Koster Street and Rusk Avenue  
Rusk: 50'S of Ardmore, Near CL  
 Location Madison, WI

Boring No. 5  
 Surface Elevation (ft) 890±  
 Job No. C17051-46  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					7 in. Asphalt Pavement/7 in. Base Course					
1	12	M	7		Stiff to Very Stiff, Brown Lean Clay (CL)	(2.0)				
2	14	M	9			(3.0)				
3	17	M	8	5	Loose, Brown, Fine Sand, Some Silt, Trace Gravel and Clay (SM)					
4	16	M	16	10	Medium Dense, Light Brown, Fine SAND, Trace Silt (SP)					
5	18	M	13							
6	16	M	24	15						
				15	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch (N 43° 02.550', W 89° 23.059')					
				20						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 12/11/17 End 12/11/17  
 Driller BSD Chief MC Rig CME-55  
 Logger MG Editor ESF  
 Drill Method 2.25 HSA, Autohammer

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



# LOG OF TEST BORING

Project Koster Street and Rusk Avenue  
Rusk: 120'S of Sunny Meade, Near CL  
 Location Madison, WI

Boring No. 6  
 Surface Elevation (ft) 915±  
 Job No. C17051-46  
 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.	FH RE B	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI				
					5	8 in. Asphalt Pavement/6 in. Base Course									
1		12	M	22		Medium Dense, Brown to Dark Brown, Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)									
2		12	M	70/11"		White, Weathered to Competent Sandstone Bedrock									
3		6	M	85/11"		Apparent Weathered to Competent Dolomitic Limestone Bedrock									
4		0	M	50/2"		End Boring at 10 ft Due to Auger Refusal on Competent Bedrock Borehole backfilled with bentonite chips and asphalt patch (N 43° 02.500', W 89° 23.054')									
					10										
					15										
					20										

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 12/11/17 End 12/11/17  
 Driller BSD Chief MC Rig CME-55  
 Logger MG Editor ESF  
 Drill Method 2.25 HSA; Autohammer

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

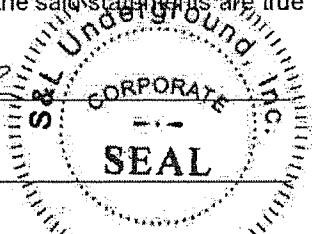
SECTION E: BIDDERS ACKNOWLEDGEMENT

KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8110

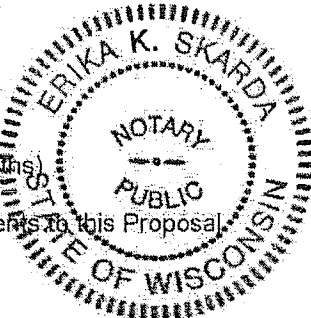
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2019 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. 0 through 0 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.

B J Z  
SIGNATURE  
President  
TITLE, IF ANY



Sworn and subscribed to before me this 21<sup>st</sup> day of March, 2019  
Erika K. Skarda



(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 2-11-2022  
Bidders shall not add any conditions or qualifying statements to this Proposal.

## Contract 8110 – S&L Underground, Inc.

### Section F: Best Value Contracting (BVC)

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

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

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

### Best Value Contracting

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

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

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

KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8110

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 Ctg Rd K Lodi, WI 53555  
Telephone Number: 608-592-0625 Fax Number: 608-592-3804  
Contact Person/Title: Bill Pulvermacher, Sr. Estimator

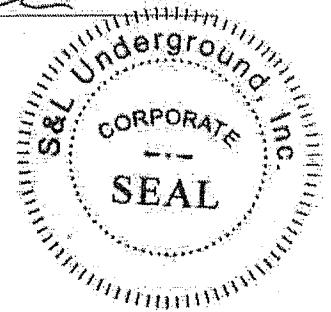
Prime Bidder Certification

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.

Orin Seela  
Witness' Signature  
3/21/2019  
Date

Ben Larrabee  
Bidder's Signature







**KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019**

CONTRACT NO. 8110

Date: 3/21/19

S&L Underground, Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,500.00	\$5,500.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$500.00	\$500.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$500.00	\$500.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$500.00	\$500.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$60.00	\$1,680.00
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	150.00	\$19.00	\$2,850.00
10802.0 - ROOT CUTTING - SIDEWALK - LF	150.00	\$19.00	\$2,850.00
10911.0 - MOBILIZATION - LS	1.00	\$49,000.00	\$49,000.00
20101.0 - EXCAVATION CUT - CY	7166.00	\$19.50	\$139,737.00
20109.0 - FINISH GRADING - L.S.	1.00	\$750.00	\$750.00
20130.0 - UNDERDRAIN - LF	300.00	\$14.00	\$4,200.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - SY	1500.00	\$2.50	\$3,750.00
20217.0 - CLEAR STONE - TON	750.00	\$16.50	\$12,375.00
20219.0 - BREAKER RUN - TON	1500.00	\$14.00	\$21,000.00
20221.0 - TOPSOIL - SY	8070.00	\$7.50	\$60,525.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	310.00	\$1.35	\$418.50
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	6.00	\$598.00	\$3,588.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	8.00	\$690.00	\$5,520.00
20313.0 - REMOVE INLET - EACH	15.00	\$400.00	\$6,000.00
20314.0 - REMOVE PIPE (STORM) - L.F.	1627.00	\$26.00	\$42,302.00
20314.0 - REMOVE PIPE (SANITARY) - LF	553.00	\$29.00	\$16,037.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - LF	400.00	\$3.00	\$1,200.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	2500.00	\$3.10	\$7,750.00
20326.0 - REMOVE FENCE - LF	267.00	\$8.00	\$2,136.00
20401.0 - CLEARING - I.D.	350.00	\$21.50	\$7,525.00
20403.0 - GRUBBING - I.D.	350.00	\$5.50	\$1,925.00
20701.0 - TERRACE SEEDING - SY	8070.00	\$1.70	\$13,719.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$400.00	\$2,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$980.00	\$1,960.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	5.00	\$250.00	\$1,250.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$3,000.00	\$3,000.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	19.00	\$250.00	\$4,750.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	280.00	\$6.00	\$1,680.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	43.00	\$50.00	\$2,150.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	43.00	\$40.00	\$1,720.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	43.00	\$25.00	\$1,075.00
21046.0 - INLET PROTECTION, TYPE A - PROVIDE & INSTALL - EACH	6.00	\$160.00	\$960.00
21047.0 - INLET PROTECTION, TYPE A - MAINTAIN - EACH	6.00	\$40.00	\$240.00
21048.0 - INLET PROTECTION, TYPE A - REMOVE - EACH	6.00	\$25.00	\$150.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	8070.00	\$2.00	\$16,140.00
21110.0 - TERRACE RAIN GARDEN (UNDISTRIBUTED) - S.F	200.00	\$15.00	\$3,000.00
21301.0 - REMOVE AND REPLACE MAILBOX - EACH	22.00	\$275.00	\$6,050.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	5190.00	\$16.25	\$84,337.50
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - LF	75.00	\$25.00	\$1,875.00
30207.0 - TYPE 'H' CONCRETE CURB & GUTTER - LF	44.00	\$35.00	\$1,540.00

KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8110

Date: 3/21/19

S&L Underground, Inc.

Item	Quantity	Price	Extension
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE & DRIVEWAY LOCATIONS) - LF	50.00	\$35.00	\$1,750.00
30301.0 - 5" CONCRETE SIDEWALK - SF	11900.00	\$5.50	\$65,450.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - SF	6700.00	\$6.60	\$44,220.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	120.00	\$25.00	\$3,000.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	4710.00	\$16.00	\$75,360.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	5300.00	\$16.00	\$84,800.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	1320.00	\$62.75	\$82,830.00
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	1060.00	\$65.75	\$69,695.00
40211.0 - BITUMINOUS TACK COAT - GAL	200.00	\$17.00	\$3,400.00
40231.0 - ASPHALT DRIVE & TERRACE - SY	300.00	\$45.00	\$13,500.00
40410.0 - CONCRETE SPEED HUMP - SY	56.00	\$100.00	\$5,600.00
50202.0 - DEWATERING TYPE II (UNDISTRIBUTED) - LUMP SUM	1.00	\$1.00	\$1.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	2077.00	\$0.01	\$20.77
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	2648.00	\$0.01	\$26.48
50301.0 - 8" PVC SEWER PIPE (SDR 35) - L.F.	1868.00	\$103.00	\$192,404.00
50353.0 - SANITARY SEWER LATERAL (SDR 35) - L.F.	720.00	\$60.00	\$43,200.00
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	24.00	\$2,760.00	\$66,240.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$6,000.00	\$6,000.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	60.00	\$80.00	\$4,800.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	793.00	\$80.00	\$63,440.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	20.00	\$81.00	\$1,620.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	686.00	\$86.00	\$58,996.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	516.00	\$92.00	\$47,472.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	119.00	\$106.00	\$12,614.00
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	22.00	\$124.00	\$2,728.00
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	41.00	\$128.00	\$5,248.00
50420.0 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	24.00	\$149.00	\$3,576.00
50422.0 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	649.00	\$201.00	\$130,449.00
50461.0 - 12" RCP AE - EACH	1.00	\$1,120.00	\$1,120.00
50601.0 - 12" RCP AE GATE - EACH	1.00	\$365.00	\$365.00
50701.0 - 4' DIA SAS - EACH	10.00	\$3,142.00	\$31,420.00
50722.0 - 6'X6' CATCH BASIN - EACH	2.00	\$8,600.00	\$17,200.00
50723.0 - 3'X3' STORM SAS - EACH	3.00	\$3,930.00	\$11,790.00
50724.0 - 4'X4' STORM SAS - EACH	6.00	\$3,710.00	\$22,260.00
50725.0 - 5'X5' STORM SAS - EACH	3.00	\$5,850.00	\$17,550.00
50726.0 - 6'X6' STORM SAS - EACH	4.00	\$8,680.00	\$34,720.00
50741.0 - TYPE H INLET - EACH	22.00	\$2,240.00	\$49,280.00
50767.0 - TERRACE INLET TYPE 2 - EACH	4.00	\$5,400.00	\$21,600.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$535.00	\$1,070.00
50791.0 - SANITARY SEWER TAP - EACH	6.00	\$1,670.00	\$10,020.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$925.00	\$925.00
50795.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	4.00	\$1,015.00	\$4,060.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	6.00	\$630.00	\$3,780.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	13.00	\$600.00	\$7,800.00
50802.0 - CONCRETE SUPPORTS - EACH	1.00	\$1,770.00	\$1,770.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	400.00	\$8.50	\$3,400.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	225.00	\$10.50	\$2,362.50
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	125.00	\$12.00	\$1,500.00

**KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019**

CONTRACT NO. 8110

Date: 3/21/19

**S&L Underground, Inc.**

Item	Quantity	Price	Extension
60942.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 6-INCH - L.F.	200.00	\$2.00	\$400.00
60944.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 12-INCH - L.F.	50.00	\$3.50	\$175.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	60.00	\$124.00	\$7,440.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	220.00	\$174.00	\$38,280.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	5.00	\$293.00	\$1,465.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	280.00	\$238.00	\$66,640.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	4.00	\$1,760.00	\$7,040.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$2,200.00	\$4,400.00
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	8.00	\$3,540.00	\$28,320.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	1.00	\$4,600.00	\$4,600.00
70041.0 - RELOCATE HYDRANT - EACH	1.00	\$1,240.00	\$1,240.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	3.00	\$4,290.00	\$12,870.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	22.00	\$1,910.00	\$42,020.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	16.00	\$3,050.00	\$48,800.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$2,425.00	\$7,275.00
70090.0 - ABANDON WATER VALVE BOX - EACH	9.00	\$215.00	\$1,935.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	264.00	\$16.00	\$4,224.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	10.00	\$400.00	\$4,000.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	1.00	\$195.00	\$195.00
70106.0 - ROCK EXCAVATION - C.Y.	66.00	\$105.00	\$6,930.00
90001.0 - FENCE CHAIN LINK - 4 FT - LF	315.00	\$38.00	\$11,970.00
90002.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	25.00	\$20.00	\$500.00
90003.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	25.00	\$5.00	\$125.00
90004.0 - MAINTAIN TEMPORARY BICYCLE ACCESS - DAYS	125.00	\$24.00	\$3,000.00
90005.0 - TEMPORARY BUS BOARDING PAD - EACH	1.00	\$1,200.00	\$1,200.00
90006.0 - CONCRETE BARRIER TEMPORARY PRECAST - LF	110.00	\$25.00	\$2,750.00
90030.0 - PRECAST BEND (54" RCP STORM) - EACH	1.00	\$3,115.00	\$3,115.00
90031.0 - REMOVE AND SALVAGE EXISTING 54" RCP - L.F.	61.00	\$109.00	\$6,649.00
90032.0 - 22 INCH X 34 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	42.00	\$128.00	\$5,376.00
90033.0 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	197.00	\$135.00	\$26,595.00
90034.0 - 24 INCH X 38 INCH HERCP AE - EACH	1.00	\$1,512.00	\$1,512.00
90035.0 - 24 INCH X 38 INCH HERCP AE GATE - EACH	1.00	\$1,415.00	\$1,415.00
90036.0 - SCREEN TREATMENT DEVICE - EACH	1.00	\$44,100.00	\$44,100.00
<b>126 Items</b>	<b>Totals</b>		<b>\$2,276,703.75</b>

## 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:

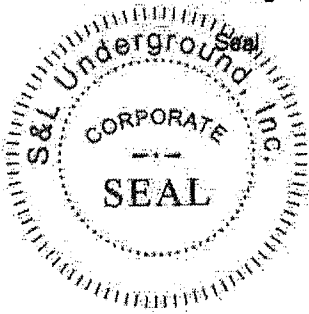
### KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8110

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

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

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

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



**PRINCIPAL**

S & L Underground, Inc.

Name of Principal

Ben Larrabee

By

Ben Larrabee, President  
Name and Title

3/21/2019

Date

Seal

**SURETY**

Granite Re, Inc.

Name of Surety

Robert Downey

By

Robert Downey, Attorney-in-Fact  
Name and Title

03/13/2019

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16171611 for the year 2019, 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.

03/13/2019

Date

Robert Downey  
Agent Signature

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

**NOTE TO SURETY & PRINCIPAL**

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

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



## SECTION H: AGREEMENT

THIS AGREEMENT made this 17<sup>th</sup> day of APRIL in the year Two Thousand and Nineteen between S&L UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted APRIL 16, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8110

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED THREE AND 75/100 (\$2,276,703.75) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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



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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
  1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

**c. Exemptions:** This section shall not apply when:

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

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



**SECTION I: PAYMENT AND PERFORMANCE BOND**

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 TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED THREE AND 75/100 (\$2,276,703.75) 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:

**KOSTER STREET AND NORTH RUSK AVENUE ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8110**

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 17th day of April, 2019

Countersigned:

*Erin Steele*  
Witness  
*Danasee*  
Secretary

S&L UNDERGROUND, INC.

Company Name (Principal)

*BZZ*  
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 2587929 16422915 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

04/17/2019

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; KORY MORTEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

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

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



STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

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



My Commission Expires:  
August 8, 2021  
Commission #: 01013257

Notary Public

### 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

17 day of APRIL, 2019



Kyle P. McDonald, Secretary/Treasurer

# J. RYAN RYAN BONDING, INC.

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Tuesday, April 30, 2019

Office of the City Attorney  
210 Martin Luther King, Jr. Blvd. Room 410  
Madison, WI 53703  
Attn: Doran Viste, Assistant City Attorney

Dear Doran,

I approve the city correcting bond number GRWI26447B changing the license number from 2587929 to 16492915.

Sincerely,

Connie Smith



Sincerely,