

URGENT RUSH

Contract Routing Form

ROUTING: Routine

printed on: 09/10/2019

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

Project: Sauk Creek Greenway - Tree to High Point

Contract No.: 8460
Enactment No.: RES-19-00605
Dollar Amount: 268,486.15

File No.: 57030
Enactment Date: 09/06/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9.10.19	9-10-2019
Director of Civil Rights	9/11/19	9/16/19 <i>me</i>
Risk Manager <i>corona</i>	9-17-19	9.24.19 <i>me</i>
Finance Director	9.24.19	9-24-19 <i>BSA</i>
City Attorney <i>1131</i>	9-24-19	9-25-19
Mayor	9.25.19	9.25.19

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

Original + 2 Copies

09/10/2019 09:17:08 enjls - JoJo Obrien 266-9721

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: see above
 AA Plan: Approved
 Amendment / Addendum #
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / PA / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 57030 **Version:** 1 **Name:** Awarding Public Works Contract No. 8460, Sauk Creek Greenway - Tree to High Point.

Type: Resolution **Status:** Passed

File created: 8/9/2019 **In control:** Engineering Division

On agenda: 9/3/2019 **Final action:** 9/3/2019

Enactment date: 9/6/2019 **Enactment #:** RES-19-00605

Title: Awarding Public Works Contract No. 8460, Sauk Creek Greenway - Tree to High Point. (9th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8460.pdf

Date	Ver.	Action By	Action	Result
9/3/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
8/21/2019	1	BOARD OF PUBLIC WORKS		
8/9/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Sauk Creek Greenway project at total estimated cost of \$289,970. Funding for this project is funded within the Stormwater Utility capital budget within the Stormwater System Improvements program via GO Borrowing.

MUNIS:
10985

Awarding Public Works Contract No. 8460, Sauk Creek Greenway - Tree to High Point. (9th 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. 8460) for itemization of bids.

SAR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8460
SAUK CREEK GREENWAY – TREE TO HIGH POINT

S&L UNDERGROUND, INC.

\$268,486.15

Acct. No. 10985-84-174-84200:54445 (91223)
Contingency 8%±

\$268,486.15
21,483.85

GRAND TOTAL

\$289,970.00

Jurisdiction: Wisconsin

Demographics

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

Address

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

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

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 11/14/2001
Status: Active	Legacy State ID: 111641	Expiration Date:
Effective Date: 11/14/2001	Approval Date:	File Date:
Issue Date: 11/14/2001	Article No:	COA Number:
Articles of Incorporation Received: 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		03/21/2012	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	Casualty	01/31/2017	01/10/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$268,486.15
CONTRACTOR'S OFFICE COPY

BID OF S&L UNDERGROUND, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SAUK CREEK GREENWAY - TREE TO HIGH POINT

CONTRACT NO. 8460

PROJECT NO. 10985

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 3, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SAUK CREEK GREENWAY - TREE TO HIGH POINT
CONTRACT NO. 8460**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: jo

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:	SAUK CREEK GREENWAY - TREE TO HIGH POINT
CONTRACT NO.:	8460
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	AUGUST 2, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	AUGUST 1, 2019
BID SUBMISSION (2:00 P.M.)	AUGUST 8, 2019
BID OPEN (2:30 P.M.)	AUGUST 8, 2019
PUBLISHED IN WSJ	JULY 25 & AUGUST 1, 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. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond (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. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDir.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

SAUK CREEK GREENWAY - TREE TO HIGH POINT CONTRACT NO. 8460

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

This contract and associated plan set describes the work necessary to reconfigure approximately 575 linear feet of a drainage ditch in a stormwater channel. The work also consists of building a no-through access road throughout the greenway with a turnaround. The contract includes dredging and regrading a private detention basin, as well as restoring the entire disturbed area.

Work shall include but is not limited to clearing and grubbing; brushing; grading and construction of embankments; installation of riprap, 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 105.12 COOPERATION BY THE CONTRACTOR

The City is not aware of any private utilities in the greenway. However, the Contractor shall allow access to utility companies and resolve any conflicts that may arise. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

The Contractor shall use care around all existing trees, plantings, fences, retaining walls, driveways and other facilities 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 protect existing curb and gutter and sidewalk adjacent to the project. If the curb and gutter and sidewalk are damaged due to the construction access, they shall be replaced and paid for under the appropriate bid items. No trees that are marked to be preserved in the field shall be cut without the approval of the Engineer; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. All other standard tree protection specifications will be strictly enforced.

Contractor shall confine their operations to work areas indicated on the plans and temporary limited easements. Contractor shall not trespass and may NOT access the site via the parking lots/alleys/loading dock corridor at 7810 Mineral Point Road (the strip mall between Tree Lane and South High Point Road). Any damage to private property caused by access shall be restored in kind by Contractor at Contractor's expense. Contractor may NOT store materials, or stage equipment in the strip mall lot or on private property.

Access to the site shall be via South High Point Road as indicated on the plans.

Per the Wisconsin DNR Chapter 30 permit for this project, no equipment or materials, including soil and topsoil stockpiles, may be stored within the channel at any time. The Contractor shall be prepared to store materials within the upland areas, or store stockpiles off-site at no additional cost to the City.

Contractor is alerted that very little additional space is available within the project grading limits for material storage, staging, and other uses. Contractor may stage equipment and store materials in the staging area as marked on the plans, including the 134 ft of side walk and bike lane, which may be closed to bike traffic during the duration of the project (see Section 107.7 below). Any damage to this area by Contractor, including but not limited to the pavement, and pavement marking shall be restored in-kind at Contractor's expense. Any damage to the curb and gutter or sidewalk areas by Contractor shall be restored in-kind, and paid per Bid Items 30201, and 30301.

SECTION 105.13: ORDER OF COMPLETION

The Contractor shall phase construction operations to minimize the amount of disturbed channel. Where possible within the grading limits, the Contractor shall leave stumps in place until the Contractor is ready to complete final grading operations on the channel banks.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the manuals and standards listed above and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor shall provide ADA/Handicap Accessible pedestrian access along the streets abutting the project at all times. Sidewalks shall be maintained on at least one side of the street at all times. Both sidewalks on Tree Lane shall remain open at all times.

2-Way traffic shall be maintained at all times on Tree Lane and South High Point Rd with a minimum of 12' travel lanes. Access to the driveway behind 7810 Mineral Point Rd (Walgreens Pharmacy Drive-Thru and truck loading dock) shall be maintained at all times.

Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan, except as outlined above.

Contact Alexandra Heinritz, Traffic Engineering Division, 267-1102, aheinritz@cityofmadison.com with any questions concerning these traffic control specifications.

SECTION 107.13: TREE PROTECTION SPECIFICATIONS

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

All trees within the project boundary (City of Madison owned greenway, Permanent Limited Easement and Temporary Limited Easement) shall be removed except those trees marked to be preserved in the field. The trees in the terrace are not considered within the project boundary and shall be preserved. It is recognized that grading operations and root cutting of trees within the project limits may need to occur within 5 feet of trees in order to complete the work, but care must be taken in these areas. Roots shall be

cut cleanly by using a saw, axe, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable. Grading within 5' of the preserved trees within the construction area, if absolutely required, shall be minimized.

With regard to Article 107.13(f), pruning to accommodate construction equipment invading the tree crown may be done by the Contractor, with advance permission from the Construction Engineer. No pruning will be performed by City Forestry or City Engineering. All pruning shall be done according to ANSI A300 tree pruning specifications.

With regard to Article 107.14(g), no equipment or materials will be allowed to be parked on, or piled on areas within 5 feet of a tree. Construction traffic within 5 feet of a tree will be allowed only where necessary to complete grading operations, as described above, at the discretion of the Construction Engineer.

ARTICLE 108.2 PERMITS

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

- Wisconsin Department of Natural Resources, Chapter 30 Permit (Permit attached to these Special Provisions)
- Army Corps of Engineers Nation Wide Permits 43 and 27 (Permit attached to these Special Provisions)
- Wisconsin Department of Natural Resources Construction Storm Water Erosion Control Permit (NOI/WRAPP)
- City of Madison Erosion Control and Stormwater Management Permit

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

- Wisconsin DNR Dewatering

All permit costs shall be included in the Mobilization bid item for the contract.

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

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

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on this project on or before **September 30, 2019**, or as soon as the contract has been fully executed. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9721).

The completion date for this contract shall be **December 30, 2019**. The amount of work time available in this contract does not reflect the workload. It is intended to offer the Contractor flexibility in completing the contract. However, once work has started on the project, the Contractor shall work continuously, without project shut-downs, to complete the work. Once the Contractor begins work, the Contractor shall complete the work within 8 weeks, **56 calendar days**, not including days lost for weather.

Work shall be limited to the hours of 7am to 7pm, Mon-Sat and 10am to 7pm on Sundays, per City of Madison ordinances. No work shall be performed on holidays.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date or within the specified time frame for the entire contract shall be \$2,000 per calendar day. In the event that the Contractor begins work late and the duration of work extends beyond the completion date, the total liquidated damages will remain at \$2,000 per calendar day.

BID ITEM 20101: EXCAVATION CUT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to excavate to the grades as represented by the contours on the plan set, as shown on the cross sections, or as defined in these Special Provisions. The bid item excludes the stripping of topsoil, which is paid under Bid Item 20221.

Cut and Fill quantities were calculated using the difference in triangulation on the design and existing surfaces. Unless there are significant changes (>10% volume change), the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been applied to the earthwork quantities.

- Total Cut: **490 C.Y.**
 - Drainage Ditch + Access Rd Grading: 450 C.Y.
 - Detention Basin Dredging/Grading: 40 C.Y. *(Paid Under Bid Item 90031)*

- Total Fill **397 C.Y.**
 - Pond/Site Grading: 3 C.Y.
 - Drainage Ditch + Access Road Grading: 163 C.Y.
 - Access Road Aggregate: 231 C.Y. *(Paid Under Bid Item 90032)*

Where topsoil on the access road is to be placed below the finish grades shown, the over excavation for the placement of topsoil has not been included in the excavation quantity. Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 – Topsoil.

Placement of on-site fill shall be included in this bid item. Excess material generated during construction of drainage ditch and access road shall hauled off-site and disposed of by the Contractor at a site provided by the Contractor. Excess material generated during detention basin dredging shall be managed in accordance with Bid Item 90031.

All on-site stockpiles shall be enclosed with a silt fence paid under Bid Items 21022, Silt Fence – Provide, Install & Maintain; and 21023, Silt Fence – Remove and Restore. No material is permitted to be stockpiled in the greenway or detention basin. The Contractor shall not store Excavation Cut on site, with

the exception of topsoil, for periods longer than 1 day. The Contractor shall be mindful of predicted weather events and remove cut material accordingly. The entire project site serves as a floodplain, and unnecessary material shall not be stored on site.

METHOD OF MEASUREMENT

Excavation Cut shall be measured per Cubic Yard, based on Plan Quantity without measurement thereof. The Plan Quantity for all excavation quantities was determined by comparing the triangulation of the existing surface to the design surface.

BASIS OF PAYMENT

Excavation Cut shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20221: TOPSOIL

DESCRIPTION

Work under this bid item includes all work, equipment, materials, and incidentals necessary to provide and place topsoil within the grading limits, as shown on the plan set.

The Contractor shall provide sufficient topsoil to place 3 inches of material within the grading limits on the plan set including the access road, and excluding the drainage ditch. Topsoil does not need to be placed outside of the grading limits, within the Finish Grading areas. Existing topsoil at this site may be limited and bidders are encouraged to visit the site to estimate available quantities. The Contractor may salvage existing topsoil, so long as it meets the material specification as set forth in Article 202.2 (f).

All salvaged topsoil shall be stored in an appropriate manner, which includes storing the material in an upland area and surrounding the stockpile with two (2) layers of silt fence.

If insufficient quantities of topsoil are available at this site, or the available material is unacceptable, the Contractor shall import topsoil from a suitable location. No additional compensation shall be paid for imported material; it is considered incidental to this bid item.

In cut sections, if over-excavation is required to place adequate topsoil thickness, over-excavation shall be considered to be incidental to this bid item.

METHOD OF MEASUREMENT

Topsoil shall be paid per Square Yard of material based on Plan Quantity without measurement thereof. The Plan Quantity measured the area of the grading limits, including the access road, without the channel, and also includes the restoration in the laydown area on the plans.

BASIS OF PAYMENT

Topsoil shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, equipment, materials, and incidentals necessary to provide, salvage, stockpile, and place sufficient quantities of acceptable topsoil material at this site.

BID ITEM 20228: MEDIUM RIPRAP – GLACIAL FIELD STONE

DESCRIPTION

Work under this item includes all equipment, materials, labor, and incidentals required to provide and install glacial field stone as shown in the plan set and described in these Special Provisions. The stone shall meet the sizing requirements defined in Article 212.2 of the Standard Specifications and have an

average stone size of 14-16 inches. Medium Riprap – Glacial Field Stone will be used to add stabilization to an eroding outfall near Tree Lane, armor the bank of the existing plunge pool, and armor the edge of the proposed drainage ditch where it meets the apron end walls going under S High Point Rd. The final 10' of the channel from STA 5+64 to STA 5+75 shall be armored with medium riprap up to the 1-year storm elevation (1040.4').

The material shall be comprised of rounded, durable, glacial till that has been sorted for size and is not susceptible to freeze-thaw degradation. Crushed, blasted, or "made" stone will not be permitted on site.

Prior to placement, the Contractor shall submit sourcing information to the Project Engineer or Construction Engineer. The Project Engineer, or their representative, may choose to evaluate the material at the source prior to acceptance.

Stone shall be placed in accordance with Article 212 of the Standard Specifications. Except with the Reinforced Ditch Check, the stone shall be underlain with Riprap Filter Fabric, Type HR, which shall be paid per Bid Item 20233. The filter fabric shall be placed in a manner that prevents excess material from extending beyond the stone.

The total amount of Medium Riprap – Glacial Field Stone is estimated to be: 85 Tons

- Riprap lining channel from STA 5+64 to STA 5+74 (outlet)=22.7 CY
- Riprap lining plunge pool and augmenting existing outfalls (120 LF, 3' wide, 1.5' deep) = 20 CY
- Riprap armoring detention basin = 3 CY
- Riprap for Reinforced Ditch Check = 4.2 CY

METHOD OF MEASUREMENT

Medium Riprap – Glacial Field Stone shall be measured per Ton of material provided, transported, and placed on site.

BASIS OF PAYMENT

Medium Riprap – Glacial Field Stone shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to source, transport, and place stone as defined in the plan set and these Special Provisions.

BID ITEM 20401: CLEARING (UNDISTRIBUTED)

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to remove trees as directed in the field by the Construction Engineer.

This bid item only applies to the removal of individual trees, greater than 4 inches in diameter, that are currently marked to preserve with an orange "K," but need to be removed as directed by the Construction Engineer. Trees that are not marked to preserve, shall be cleared under Bid Item 20404.

Clearing shall be completed by sawing all trees and brush near the ground line. The stumps shall be grubbed or ground, in accordance with Bid Item 20406.

All wood, brush, stumps, fallen trees, and general woody debris shall become the property of the Contractor. It shall be the responsibility of the Contractor to remove all material from the site.

METHOD OF MEASUREMENT

Clearing will be measured per Inch Diameter, as described in Article 204.3 of the Standard Specifications.

BASIS OF PAYMENT

The contract unit price for Clearing shall be payment in full for furnishing all labor and equipment necessary to clear individual trees as shown on the plan set and as specified in this bid item and the Standard Specifications.

BID ITEM 20404: CLEARING

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to cut all trees and clear all brush within the greenway limits, unless otherwise specified; remove all existing fallen woody debris; and properly dispose of all material and debris generated during clearing activities. This bid item applies to clearing and brushing activities completed within the greenway between Tree Lane and South High Point Road, as well as in the Permanent Limited Easement and Temporary Limited Easement, as shown on the plans.

To minimize disturbance outside of the grading limits, as shown on the plans, the Contractor shall access trees to be removed by using the proposed access road as the primary haul route. Trees shall be accessed perpendicular to the road to minimize disturbance.

The Contractor shall note that there are ~100 trees to be preserved within the greenway. The preserved trees are marked with a "K" (for "Keep") in orange paint. The approximate location and number of the trees to save are shown in the plans. Additionally, unless specifically marked for removal, all trees outside of the City greenway in the terrace are to be saved. Any questions or concerns about the removal of particular trees shall be brought promptly to the attention of the Engineer. Clearing shall be completed as described in the Standard Specifications.

Clearing shall be completed by sawing all trees and brush near the ground line.

All wood, brush, stumps, fallen trees, and general woody debris shall become the property of the Contractor. It shall be the responsibility of the Contractor to remove all material from the site.

METHOD OF MEASUREMENT

Clearing shall be measured as a Lump Sum.

BASIS OF PAYMENT

The contract unit price for Clearing shall be payment in full for furnishing all labor and equipment necessary to clear trees and brush from the greenway, as specified in this bid item and the Standard Specifications.

BID ITEM 20406: GRUBBING (UNDISTRIBUTED)

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to grub trees as directed by the Construction Engineer in the field. All other stumps necessary to be grubbed within the construction limits, as indicated in the field without an orange "K", shall be paid under Bid Item 20409.

This bid item only applies to the grubbing of individual trees, greater than 4 inches in diameter, that are currently marked to preserve, but need to be removed and grubbed as directed by the Construction Engineer.

Grubbing shall be completed in accordance with Article 204 of the Standard Specifications. Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All stumps and woody debris generated during grubbing shall be removed from the site and properly disposed by the Contractor.

If stumps cannot be grubbed without damaging remaining trees, impacting adjacent features, or impacting subsurface utilities, the Contractor shall grind the stumps. Stumps shall be ground to approximately 1 inch below final grade. Grinding shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Grubbing will be measured per Inch Diameter, as set forth in the Standard Specifications.

BASIS OF PAYMENT

The contract unit price for Grubbing per Inch Diameter shall be payment in full for furnishing all labor, equipment, and incidentals necessary to fully excavate, grind, transport, and dispose of stumps as marked on the plan set.

BID ITEM 20409: GRUBBING

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to grub the stumps of trees removed from within the greenway as deemed necessary to grade to the proposed ditch, access road, finished grading etc.

Grubbing shall be completed in accordance with Article 204 of the Standard Specifications.

Any fill required to backfill holes where stumps have been removed shall be considered incidental to this bid item. All stumps and woody debris generated during grubbing shall be removed from the site and properly disposed by the Contractor. If stumps cannot be grubbed without damaging remaining trees, impacting adjacent features, or impacting subsurface utilities, or, if the Contractor chooses that it is not necessary to grub the stump to achieve the grading on the plans, the Contractor shall grind the stumps. Stumps shall be ground to approximately 1 inch below final grade. Grinding shall be considered incidental to this bid item.

To minimize disturbance outside of the grading limits, as shown on the plans, the Contractor shall access stumps to be grubbed by using the proposed access road as the primary haul route. Stumps shall be accessed perpendicular to the road to minimize disturbance.

METHOD OF MEASUREMENT

Grubbing of stumps shall be measured as a Lump Sum.

BASIS OF PAYMENT

The contract unit price for Grubbing as a Lump Sum shall be payment in full for furnishing all labor, equipment, and incidentals necessary to fully excavate, grind, transport, and dispose of stumps within the greenway.

BID ITEM 21014: CLEAR STONE BERM (DITCH CHECK)

Work under this bid item shall include all work, equipment, and incidentals necessary to install, maintain, and remove a Clear Stone Berm (Ditch Checks), as shown on the plans. The ditch checks shall be constructed per Article 210.1(c) of the Standard Specifications from Clear Stone, which shall be paid under Bid Item 20217.

The quantity of Clear Stone necessary to construct each Clear Stone Berm is estimated to be: 4 tons.

The ditch checks shown on the Erosion Control Plan are all possible ditch checks for the project. Depending on construction phasing and environmental conditions, not all ditch checks may be necessary.

The Contractor shall maintain all ditch checks as part of this bid item. This shall include replacement in the event of failure.

METHOD OF MEASUREMENT

Clear Stone Berm (Ditch Check) shall be measured per Each unit constructed, maintained, and removed in the field. Materials used to construct the berm, including Clear Stone, shall be paid separately under the appropriate bid items.

BASIS OF PAYMENT

Clear Stone Berm (Ditch Check) shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to construct, maintain, and remove the ditch check.

BID ITEM 21073: EROSION MATTING, CLASS II, TYPE C - ORGANIC

DESCRIPTION

Work under this bid item shall include all labor, equipment, materials, and incidentals necessary to provide, store, and install Erosion Matting, Class II, Type C – Organic in accordance with Article 210 of the Standard Specifications. The material selected for this installation shall be Dekowe 700, GeoCoir 700, BioD-Mat 70, or an approved equal that is fully constructed from biodegradable material, has approximately ½ inch openings, and allows between 40% and 50% light penetration. Alternatives shall be submitted to the Engineer for approval prior to installation.

METHOD OF MEASUREMENT

Erosion Matting, Class II, Type C – Organic shall be measured by the Square Yard in place, not including runoff in anchor trenches or overlap.

BASIS OF PAYMENT

Erosion Control Matting, Class II, Type C – Organic, measured as provided above, shall be paid for at the contract unit price, which shall be full compensation for furnishing and placing all materials; for constructing, reconstructing, maintaining and anchoring; and for all labor, tools, equipment and incidentals necessary to complete the work. Any matting installed incorrectly shall result in all matting being paid at half the contract price. Incorrectly installed matting shall be defined as matting which is not installed in compliance with the conditions as laid out in these specifications, or as defined by the manufacturer.

BID ITEM 90030: STORM/STREAM CONTROL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to control wet and dry weather flow in the channel and from the adjacent storm sewers. The Contractor shall expect water to be present in the channel whenever it rains. This channel drains a large watershed of approximately 1,000 acres, and even small rain events will result in significant flows in the channel as shown in the cross sections. The channel can rapidly fill and may contain drainage flows for several days. The Contractor shall anticipate these conditions.

The grates on the downstream outlet pipes under South High Point Rd regularly clog with debris from within the channel. The Contractor shall remove the debris on the grates after each rain event.

Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to manage dry and wet weather flow within the channel. Due to the minimal slope within the channel, the contractor shall anticipate wet conditions within sections of the existing drainage ditch at all times.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum.

BASIS OF PAYMENT

Storm Control shall be paid at the contract unit price, which shall be considered full compensation for all work as provided in the description.

BID ITEM 90031: BASIN SEDIMENT EXCAVATION, HAULING AND PLACEMENT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to excavate the sediment in the detention basin, clean the existing outfall pipe, as well as dry and transport it to the Dane County Landfill.

Basin sediment may be able to be dried in place. Currently, the clogged outfall pipe is preventing the basin from draining as it was designed. If the Contractor removes the sediment from the outfall pipe and restores drainage at the beginning of the project, the sediment may be dry enough to be transported directly to the Dane County Landfill. Approval to place the material at the landfill has been obtained by the City. Prior to hauling to the landfill, the Contractor shall coordinate with the Project Engineer.

If the material is fully saturated, meaning containing any free-phase water that may drip or run, the Contractor shall haul the material in water-tight trucks to the Madison Metropolitan Sewerage District (MMSD) drying beds, located at 1751 Moorland Road, southeast of the MMSD treatment facility. The material shall remain in the drying beds until all free liquid has drained or been evaporated. If necessary, the Contractor shall rake or turn the material to speed drying. The material generated at this site shall be kept separate from any other material stockpiled at the drying beds.

There will be no fee to the Contractor for using this facility. The Project Engineer shall be notified 48 hours prior to hauling the first truck of material to MMSD. The Contractor shall coordinate access to the drying beds and placement of the material with MMSD. All material shall be placed at the direction of, and to the specifications required by MMSD. The Contractor shall coordinate hauling operations with Eric Dundee, of MMSD. Mr. Dundee can be reached at (608) 222-1201 ext 130 or ericd@madsewer.org.

Once the material is sufficiently dry, or it is dry enough at the time of excavation, the Contractor shall haul the soil to the Dane County Landfill. The City will pay the landfill disposal costs.

METHOD OF MEASUREMENT

Basin Sediment Excavation, Hauling and Placement shall be paid per Cubic Yard of material excavated and removed from the dry detention basin and outlet pipe. The Contractor shall find a mutually agreeable truckload to Cubic Yard conversion with the inspector.

BASIS OF PAYMENT

Sediment Hauling and Placement shall be measured as defined above and shall be paid at the contract unit price, which shall be considered full compensation for all work provided in this description.

BID ITEM 90032: ACCESS ROAD

DESCRIPTION

Work on this item includes building a gravel access road within the greenway. The road shall conform with the access road information on the channel details plan sheet. Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to construct an access road. Care shall be taken to minimize disturbance and grading around preserved trees.

The access road shall be 10 (ten) feet wide. The access road consists of a woven geotextile filter fabric, Mirafi 600x, or approved equivalent, 10" of crushed aggregate number 2 as defined in Article 401 of the Standard Specification. The fabric shall be installed per manufacturer's recommendations, and shall include any and all necessary overlap with existing fabric. Provision and placement of all materials necessary to construct the access road are included in this bid item, the quantities of which are estimated as:

- Woven Geotextile Fabric Mirafi 600x: 868 square yards (contains 15% excess for overlap, etc.)
- 10" Crushed Aggregate Gradation No. 2: 520 tons (assumes 15% excess for loss in stone, etc.)
- Total length of access road: length as measured on the plan, including 1.5x the length of the turn around area where it is 20' wide where it reaches the path, and 10' wide where it terminates: 709 linear + (26.6 linear * 1.5) = 749 linear feet

METHOD OF MEASUREMENT

Access Road shall be measured per Linear Foot of access road constructed in the field.

BASIS OF PAYMENT

Construct Access Road shall be measured as described above and paid for at the contract price shall be full compensation for all work, materials and incidentals to complete the work in accordance with the description.

BID ITEM 90033: FINISH GRADING

DESCRIPTION

Work on this item includes grading areas outside of grading limits that have been disturbed due to tree removal or other construction activity. The City realizes while disturbance shall be minimized outside the grading limits, the construction will result in ruts outside the grading limits. The grading shall be completed so that all disturbed areas drain to the proposed drainage ditch at a 1% slope (minimum) as shown on the cross sections and details. Work under this bid item shall include all labor, materials, equipment, and incidentals necessary to grade the channel. Care shall be taken to minimize disturbance and grading around saved trees.

The Contractor shall loosen the topmost 6 inches of dirt and level the area to be restored as shown in the plans.

METHOD OF MEASUREMENT

Finish Grading shall be measured as a Lump Sum.

BASIS OF PAYMENT

Finish Grading shall be measured as provided above and shall be paid at the contract unit price, which shall be considered full compensation for the work described above.

BID ITEM 90034: SEGREGATION AND DISPOSAL OF TRASH

DESCRIPTION

Work on this item includes collecting, segregating, and properly disposing of any non-organic material in the greenway, Permanent Limited Easement or Temporary Limited Easement. The greenway currently has trash including general litter, old barbed wire fencing, tires, broken cement blocks, treated lumber, outdoor rugs etc.

The Contractor shall sort and dispose of the trash in compliance with City of Madison recycling and disposal guidelines.

METHOD OF MEASUREMENT

Segregation and Disposal of Trash shall be measured per Cubic Yard of trash removed from the project area. Cubic Yards of material shall be mutually agreed upon by the Contractor and Construction Engineer.

BASIS OF PAYMENT

Segregation and Disposal of Trash shall be measured as provided above and shall be paid at the contract unit price, which shall be considered full compensation for the work described above.

BID ITEM 90035: SEEDING – INFILTRATION MIX

DESCRIPTION

Work under this bid item shall include all labor, equipment, and incidentals necessary to provide, store, and install Seeding – Infiltration Mix in the locations shown on the plan set. All work, including the addition of soil stabilizers, fertilizers, and the addition of the specified cover crop, shall be completed in accordance with Article 207 of the Standard Specifications. Following seeding, the site shall be stabilized with erosion matting as shown on the plans, which shall be paid separately under the appropriate bid item.

The seed mix, as defined below, was provided by Agrecol and called “Native Slope Stabilization” seed mix. Agrecol is located in Madison, Wisconsin (608-223-3571). The Contractor may choose to use an alternate supplier, but shall submit the seed mix and supplier contact information to the Engineer for approval.

SLOPE STABILIZATION MIX (AGRECOL)		
WILDFLOWERS	COMMON NAMES	OZ./ACRE
Asclepias tuberosa	Butterfly Weed	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	8.00
Coreopsis lanceolata	Lance-Leaf (Sand) Coreopsis	2.00
Dalea purpurea	Purple Prairie Clover	4.00
Echinacea purpurea	Purple Coneflower	8.00
Heliopsis helianthoides	Early Sunflower	6.00
Liatris pycnostachya	Prairie Blazing Star	2.00
Monarda fistulosa	Wild Bergamont	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Solidago rigida	Stiff Goldenrod	1.00
Trandescantia ohiensis	Ohio Spiderwort	4.00
Zizia aurea	Golden Alexanders	2.00
	WILDFLOWERS TOTAL	48.00
GRASSES, SEDGES & RUSHES	COMMON NAME	OZI/ACRE
Andropogon gerardii	Big Bluestem	8.00
Bouteloua curtipendula	Side Oats Grama	32.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus trachycaulus	Slender Wheatgrass	32.00
Elymus virginicus	Virginia Wild Rye	20.00
Panicum virgatum	Switchgrass	12.00
Schizachyrium scoparium	Little Bluestem	16.00
Sorghastrum nutans	Indian Grass	20.00
	GRASSES, SEDGES & RUSHES TOTAL	156
	SEED MIX TOTALS	204.00

This seed mix shall be accompanied with a cover crop consisting of 50 pounds per acre of Oats. This cover crop shall be used regardless of what time of year the site is seeded.

METHOD OF MEASUREMENT

Seeding – Infiltration Mix within the limits shown on the plan set shall be paid per Square Yard.

BASIS OF PAYMENT

Seeding – Infiltration Mix shall be measured as described above and shall be paid at the contract unit price, which shall constitute full compensation for provision and placement of seed, including the cover crop, as defined in this section and Article 207 of the Standard Specifications.

BID ITEM 90036: REINFORCED DITCH CHECK

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to install a reinforced ditch check at the downstream end of the channel, as shown on the plans.

The quantities estimated are:

- Medium Riprap-Glacial Fieldstone: 7 tons
- 3" clear stone: 8 tons

The Medium Riprap and Clear Stone shall be paid under the appropriate bid items. The Medium Riprap – Glacial Field Stone may be reused at the outfall. Reused stone shall be paid once for provision.

METHOD OF MEASUREMENT

Reinforced Ditch Check shall be measured as a Lump Sum for a reinforced ditch check that is successfully built, maintained, and removed.

BASIS OF PAYMENT

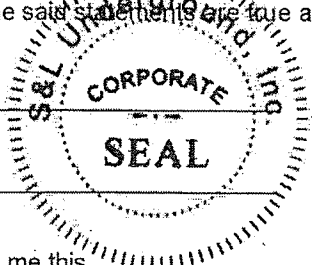
Reinforced Ditch Check shall be paid at the contract unit price, which shall be considered full compensation for all work as provided in the description.

SECTION E: BIDDERS ACKNOWLEDGEMENT
SAUK CREEK GREENWAY - TREE TO HIGH POINT
CONTRACT NO. 8460

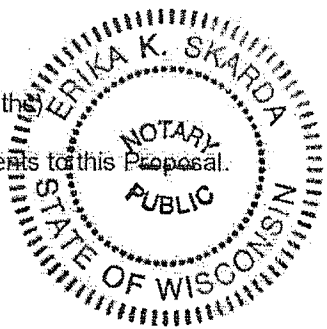
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

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

[Signature]
 SIGNATURE
President
 TITLE, IF ANY



Sworn and subscribed to before me this 8th day of August, 2019
[Signature]



(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 2-11-22
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8460 – 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

SAUK CREEK GREENWAY - TREE TO HIGH POINT
CONTRACT NO. 8460

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

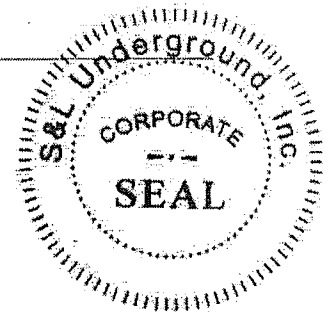
Prime Bidder Certification

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.

Erika Steula
Witness' Signature
8/8/2019
Date

B. J. J.
Bidder's Signature



SAUK CREEK GREENWAY - TREE TO HIGH POINT

CONTRACT NO. 8460

DATE: 8/8/19

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$13,100.00	\$13,100.00
20101 - EXCAVATION CUT - C.Y.	450.00	\$45.00	\$20,250.00
20217 - CLEAR STONE - TON	62.00	\$19.00	\$1,178.00
20221 - TOPSOIL - S.Y.	2912.00	\$9.00	\$26,208.00
20228 - MEDIUM RIPRAP - GLACIAL FIELD STONE - TON	85.00	\$123.00	\$10,455.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	89.00	\$6.00	\$534.00
20401 - CLEARING (UNDISTRIBUTED) - I.D.	600.00	\$7.25	\$4,350.00
20404 - CLEARING - LUMP SUM	1.00	\$34,285.00	\$34,285.00
20406 - GRUBBING (UNDISTRIBUTED) - I.D.	600.00	\$3.25	\$1,950.00
20409 - GRUBBING - LUMP SUM	1.00	\$5,690.00	\$5,690.00
20701 - TERRACE SEEDING - S.Y.	676.00	\$2.80	\$1,892.80
21002 - EROSION CONTROL INSPECTION - EACH	10.00	\$500.00	\$5,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$1,035.00	\$1,035.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$2,900.00	\$2,900.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	5.00	\$475.00	\$2,375.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN (UNDISTRIBUTED) - L.F.	200.00	\$7.00	\$1,400.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	200.00	\$1.00	\$200.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN (UNDISTRIBUTED) - L.F.	200.00	\$3.00	\$600.00
21023 - SILT FENCE - REMOVE & RESTORE (UNDISTRIBUTED) - L.F.	200.00	\$1.00	\$200.00
21056 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	4.00	\$170.00	\$680.00
21057 - INLET PROTECTION, TYPE D HYBRID - MAINTAIN - EACH	8.00	\$65.00	\$520.00
21058 - INLET PROTECTION, TYPE D HYBRID - REMOVE - EACH	4.00	\$40.00	\$160.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	676.00	\$3.00	\$2,028.00
21073 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - S.Y.	9787.00	\$4.25	\$41,594.75
30201 - TYPE "A" CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	134.00	\$47.00	\$6,298.00
30301 - 5 INCH CONCRETE SIDEWALK (UNDISTRIBUTED) - S.F.	134.00	\$15.00	\$2,010.00
90030 - STORM/STREAM CONTROL - LUMP SUM	1.00	\$4,100.00	\$4,100.00
90031 - BASIN SEDIMENT EXCAVATION HAULING AND PLACEMENT - C.Y.	40.00	\$193.00	\$7,720.00
90032 - ACCESS ROAD - L.F.	749.00	\$31.00	\$23,219.00
90033 - FINISH GRADING - LUMP SUM	1.00	\$11,300.00	\$11,300.00
90034 - SEGREGATION AND DISPOSAL OF TRASH - C.Y.	30.00	\$95.00	\$2,850.00
90035 - SEEDING - INFILTRATION MIX - S.Y.	9787.00	\$2.80	\$27,403.60
90036 - REINFORCED DITCH CHECK - LUMP SUM	1.00	\$4,000.00	\$4,000.00
34 Items	Totals		\$268,486.15

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:

Sauk Creek Greenway - Tree to High Point Contract No. 8460

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

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

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

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

Seal PRINCIPAL

S & L Underground, Inc.

Name of Principal

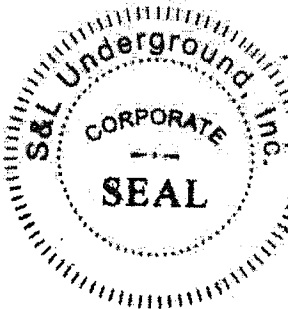
[Signature]

By

Date

8/8/2019

Ben Larrabee, President
Name and Title



Seal SURETY

Granite Re, Inc.

Name of Surety

[Signature]

By

07/31/2019

Date

Connie Smith, Attorney-in-Fact

Name and Title

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

07/31/2019

Date

[Signature]

Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 4th day of September 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 SEPTEMBER 3, 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:

SAUK CREEK GREENWAY - TREE TO HIGH POINT CONTRACT NO. 8460

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 HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-SIX AND 15/100 (\$268,486.15) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor 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 HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-SIX AND 15/100 (\$268,486.15)** 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:

**SAUK CREEK GREENWAY - TREE TO HIGH POINT
CONTRACT NO. 8460**

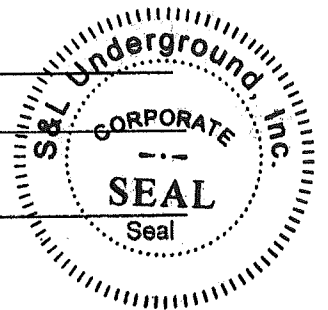
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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 4th day of September, 2019

Countersigned:

Erika Slank
Witness
Dan Rasio
Secretary

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



Granite Re, Inc.

Approved as to form:

[Signature]
City Attorney

Surety Seal
 Salary Employee Commission
By *Connie Smith*
Attorney-in-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

09/04/2019
Date

Connie Smith
Agent Signature Connie Smith

