

\$1,056,614.70

BID OF S&L UNDERGROUND, INC.

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8711

PROJECT NO. 14081

MUNIS NO. 14081

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JANUARY 9, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

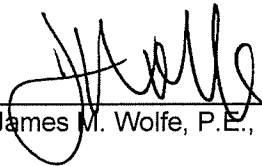
**HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8711**

**INDEX**

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

This Proposal, and Agreement have  
been prepared by:

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

  
James M. Wolfe, P.E., City Engineer

JMW: sms

## 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:	HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8711
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	11/21/2023
BID SUBMISSION (2:00 P.M.)	11/30/2023
BID OPEN (2:30 P.M.)	11/30/2023
PUBLISHED IN WSJ	11/9/2023, 11/16/2023 & 11/23/2023

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site: <https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works/contracts/small-business-enterprise-sbe-meetings>. Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, [TLomax@cityofmadison.com](mailto:TLomax@cityofmadison.com).

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving  
 205  Blasting  
 210  Boring/Pipe Jacking  
 215  Concrete Paving  
 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
 221  Concrete Bases and Other Concrete Work  
 222  Concrete Removal  
 225  Dredging  
 230  Fencing  
 235  Fiber Optic Cable/Conduit Installation  
 240  Grading and Earthwork  
 241  Horizontal Saw Cutting of Sidewalk  
 242  Hydro Excavating  
 243  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 Signaling & Marking  
 332  Tree pruning/removal  
 333  Tree, pesticide treatment of  
 335  Trucking  
 340  Utility Transmission Lines including Natural Gas, Electrical & Communications  
 399  Other \_\_\_\_\_

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-6510.



## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## **SECTION D: SPECIAL PROVISIONS**

### **HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8711**

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, replacing sanitary sewer, replacing water main, replacing and/or improving storm sewer, installation of concrete sidewalk and curb and gutter, replacement of asphalt pavement, and replacement of driveway aprons.

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

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

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

The Contractor shall use care around all existing trees, planter walls, plantings, fences, walls, railings, buildings, utilities, street lights, traffic signals, and any other items that are to remain. A number of properties have significant landscaping, trees or other improvements immediately adjacent to the project area. Any items not specifically called out for removal are to remain. Damage to these items during construction, including any concrete residue, shall be repaired, remedied, or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

#### **SECTION 104.10 CLEANING UP**

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

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

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

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

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating.

The Contractor shall coordinate with all necessary utilities to have utility structures (manholes, handholes, valves, etc) adjusted as necessary. The Contractor shall provide a minimum of 7 day notice to utilities prior to needing the structure adjustment or relocation. The Contractor shall also provide space for utility companies to work in order to resolve conflicts in the field.

### **Coordination with University Avenue Project**

The University Avenue project is scheduled to be substantially completed in the fall of 2023, however there may be work that extends into spring 2024. The City utilities to be installed at the intersection of University Avenue and Schmitt Place are to be installed with the University project as shown on the plans. The Contractor can coordinate with Wyatt Scheck, Project Manager with Integrity Grading & Excavating Inc. at 608-607-1947 or [wyatt.scheck@integrityge.com](mailto:wyatt.scheck@integrityge.com).

### **Coordination with Bagels Forever**

Bagels Forever has several semi delivers on a daily basis that are be made to their facility located on Schmitt Place. The Contractor shall accommodate all deliveries and coordinate their work on Schmitt Place with Barry Berman of Bagels Forever at 608-231-2427.

### **Coordination with Private Developer @ 3007 University Avenue (west side of Schmitt Place)**

There is a new apartment building being constructed at the intersection of University Avenue and Schmitt Place. The Contractor will have multiple semi deliveries daily beginning this fall to complete construction. The current opening date is set for May 1, 2024. The Contractor shall coordinate their work on Schmitt Place with Tyler Welch of Stevens Construction Corporation, at 608-957-5324 or [twelch@stevensconstruction.com](mailto:twelch@stevensconstruction.com).

### **Coordination with MG&E**

MG&E will need to relocate a number of poles within the project area. These poles include both electrical and telecom attachments. It is anticipated that the pole relocations will take place in coordination with this project, and the Contractor shall provide space and access for MG&E, and any other utilities with pole attachments to transfer, to complete their work, along with sufficient notification of any conflicts. The Contractor may need to temporarily gap sidewalk installations as necessary to facilitate the pole relocations. The Contractor shall coordinate their work with Mark Bohm of MG&E at 608-252-4730 or [mbohm@mge.com](mailto:mbohm@mge.com).

### **Coordination with AT&T**

AT&T has underground facilities within the project limits. These facilities are shown in the basemap linework. The Contractor shall coordinate any potential conflicts and structure adjustments with Matthew Vachalik of AT&T at (262) 707-6216 or [mv5616@att.com](mailto:mv5616@att.com).

### **Coordination with Verizon**

Verizon has underground facilities within the project limits. These facilities are shown in the basemap linework. The Contractor shall coordinate any potential conflicts and structure adjustments with Randy Cikatello of Verizon at (262) 232-1223 or [randy.cikatello@verizon.com](mailto:randy.cikatello@verizon.com).

### **SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY**

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Engineer shall have the final decision on schedule of all work.

### **SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

Care shall be taken not to disturb property irons, sod areas and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property.

### **SECTION 107.6 DUST PROOFING**

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

### **SECTION 107.7 MAINTENANCE OF TRAFFIC**

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

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

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone. Type A warning lights shall be installed on all barricades used in the project per

State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan 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 shall include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

All streets within the project may be closed to through traffic for the duration of construction.

**The Contractor must provide enough space during construction to allow for semi deliveries to bagels forever on a daily basis.**

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents or businesses on the street 48 hours before any work is done that would obstruct their driveways.

Provide access for all mail deliveries.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

### **NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

### **OPENING OF SECTION OF STREET TO TRAFFIC**

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave

in place all necessary traffic control until given notice by the construction Engineer, that permanent signing is in place and temporary traffic control may be removed.

Contact Tom Mohr, Traffic Engineering Division, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com)

#### **SECTION 109.2            PROSECUTION OF THE WORK**

No work shall begin on this project until the **spring of 2024** to allow the University Avenue Project utility work to be completed and the private development building at 3007 University Avenue is erected. All work shall be completed on or before **August 2, 2024**. The Contractor shall notify the Engineer of their anticipated start date a minimum of 4 weeks prior to that date.

All work, except surface pavement, shall be completed on the Schmitt Place abutting 3007 University Avenue by **May 31, 2024**. The contractor shall have the sanitary installed and crushed aggregate base course in place from station 203+50 northerly by **May 1, 2024** to allow access to 3007 University Avenue, north driveway on Schmitt Place.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

#### **SECTION 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 for the entire contract shall be calculated per the standard specifications.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by any of the interim completion dates noted under Prosecution of Work shall be \$600 per calendar day for each day that work is not completed by any of the interim dates. In the event that the Contractor fails to meet multiple interim dates at the same time, the liquidated damages for each interim date missed will be summed until the necessary work is completed.

#### **SECTION 210.1(d)        STREET SWEEPING**

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street-sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

#### **BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2023 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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



## **ARTICLE 500**

## **SEWER AND SEWER STRUCTURES GENERAL**

The sewer designer for the project is Todd Chojnowski. He may be contacted at (608) 266-4094 or [tchojnowski@cityofmadison.com](mailto:tchojnowski@cityofmadison.com).

### **SANITARY SEWER GENERAL**

This project shall include installing approximately 883 feet of new 8" PVC SDR-35 and C900 sewer main and 391 feet of new sanitary lateral.

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

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

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

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

### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 206.5 feet of new 12" storm sewer main and 53.5 feet of new 30" storm sewer main.

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

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

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

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

### **BID ITEM 50355 PRESSURE SEWER LATERAL**

Work under this bid item shall installation of pressure sewer lateral AWWA C900 DR 18 lateral in all locations where the proposed sewer main is AWWA 900 DR 18 and be installed in conformance with Article 503 of the City of Madison Standard Specifications for Public Works Construction- Latest Edition.

Lateral Fittings: The fittings for PVC pressure pipe shall conform to the requirements of American National Standard for Ductile-Iron and Gray-Iron Fittings ASA A21.10 (AWWA C110) for the sewer main Long body or short body ductile iron wyes. Blue Brute fittings in conformance with AWWA C907 may also be installed on bends in lieu of Ductile-Iron and Gray- Iron bend fittings on sewer laterals. Joint connections between AWWA C900 and AWWA C907 fittings shall include elastomeric gaskets.

### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

With regard to the City of Madison Standard Specifications for Public Works Construction Latest Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

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

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

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

### **SECTION 701            PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The water designer for this project is:

- Ryan Newman  
608.261.9640  
rnewman@madisonwater.org

This project consists of water main improvements on Schmitt Pl, from Harvey St to University Ave as well as Harvey St, from Schmitt Pl to Ridge St. The project also includes abandoning existing water main. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned.

The existing water main infrastructure in this area consists of 6-inch sand cast iron pipe from the 1930's. A general outline of the work is as follows:

- Furnish and install new 4-inch, 6-inch, and 8-inch ductile iron water main and fittings as shown on the plans.
- Replace existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-in" and "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

### **SECTION 703                    CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2023 Edition*. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

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

#### **SECTION 703.8                    WATER MAIN SHUTOFFS**

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their business needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners, and residents. Specific requirements for advanced outage notifications and restrictions for their timing are noted in the sections below.

- **Bagels Forever, 2947 University Ave.**
  - Provide notification **a minimum of seven business days** in advance of service outage.
  - Contact: Paul (608) 219-7834 (cell)
  - AND Contact: Barry (Owner) (608) 231-2427 (office)
  
- **University of Wisconsin Housing, 2924 Harvey St.**
  - Provide notification **a minimum of two business days** in advance of service outage.
  - Contact: Gebriel Lefeber (608) 262-2037 (office)
  - Contact: Steele Morton (608) 261-9803 (office)
  
- **The Quarry, 710 Ridge St.**
  - Water outage to occur **Monday morning**.
  - Provide notification **a minimum of seven business days** in advance of service outage.
  - Contact: Josh Romano (608) 513-7662 (cell)

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

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

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

**BID ITEM 90030 – RECONSTRUCT STORM ACCESS STRUCTURE TO INLET CASTING**

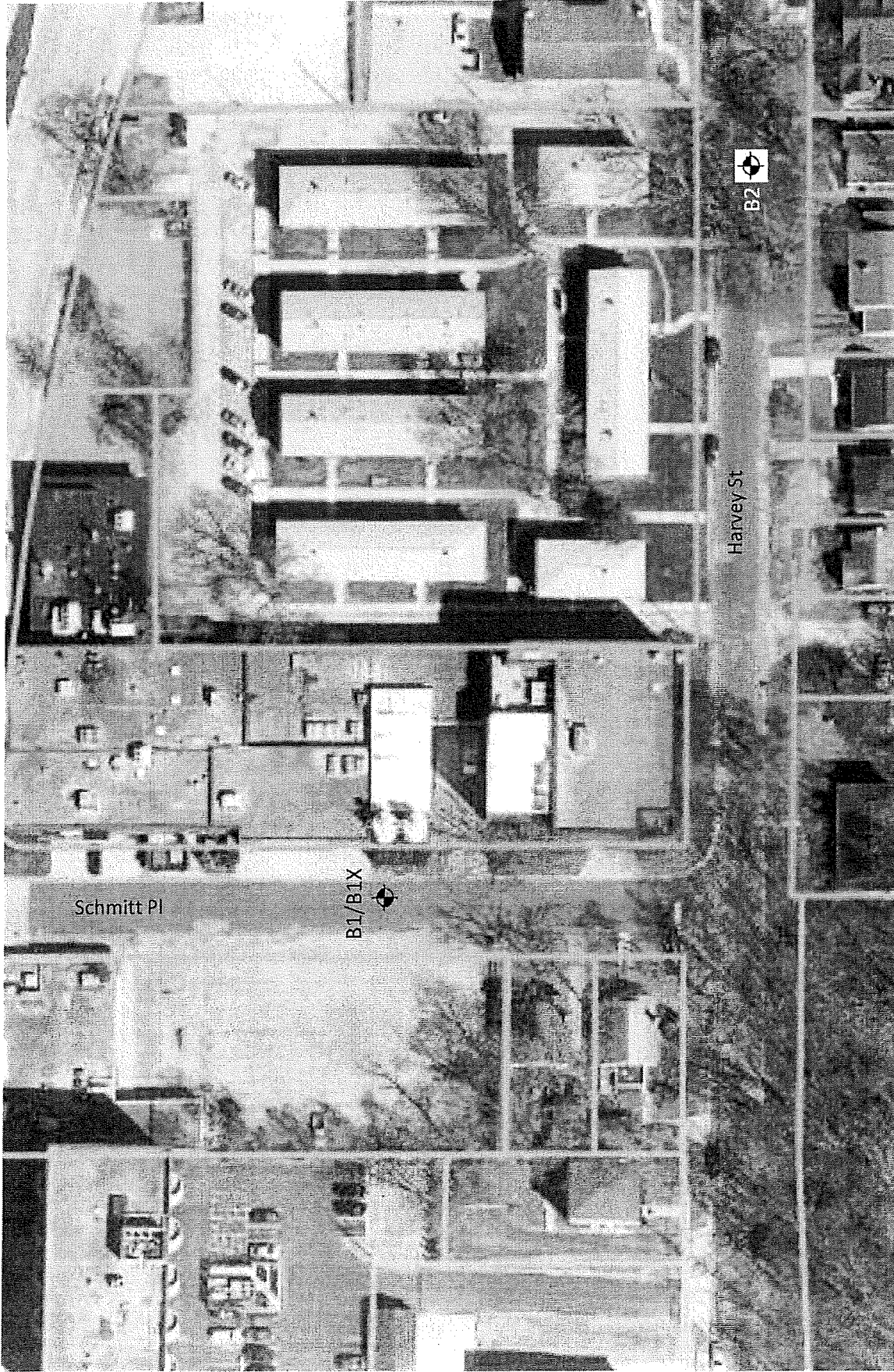
Work under this item shall include removing the roof and any adjustment from an existing STORM ACCESS STRUCTURE (SAS), lowering the walls up to 12 inches, constructing a new roof, to accommodate a standard R-1550-0054 City of Madison SAS castings (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

**METHOD OF MEASUREMENT**


RECONSTRUCT STORM ACCESS STRUCTURE shall be measured as each structure reconstruction is complete.

**BASIS OF PAYMENT**

RECONSTRUCT STORM ACCESS STRUCTURE shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.



**Legend**

 Denotes Boring Location

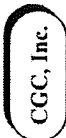
**Notes**

1. Soil borings performed by America's Drilling Co. in October 2022
2. Boring locations are approximate



Scale: Reduced

<b>Date:</b> 10/2022
<b>Job No.</b> C22051-20



**Soil Boring Location Map**  
**Schmitt Pl & Harvey St**  
**Madison, WI**



# LOG OF TEST BORING

Project Schmitt Place and Harvey Street  
Schmitt: 170'N of Harvey, 5'E of Centerline  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 896±  
 Job No. C22051-20  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (qa) (tsf)	W	LL	PL	LOI
					5 in. Asphalt Pavement/7 in. Base Course					
IAS		0	M	7	FILL: Loose Brown Sand with Silt, Gravel and Clay					
2		10	M	8	Stiff, Brown Lean CLAY (CL)	(1.75)				
3		12	M	4	Becoming sandy and very soft near 6 ft	(0.5-0.25)				
4		1	M	50/2"	Apparent Weathered to Competent Sandy Dolomitic Limestone Bedrock Hard drilling beginning at 8 ft					
					End of Boring at 9 ft Due to Auger Refusal on Apparent Bedrock Backfilled with bentonite chips and asphalt patch					

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

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

Start 10/6/22 End 10/6/22  
 Driller ADC Chief KD Rig CME-55  
 Logger DB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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





# LOG OF TEST BORING

Project Schmitt Place and Harvey Street  
Harvey: 375'E of Schmitt, 5'S of Centerline  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 895±  
 Job No. C22051-20  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
					4 in. Asphalt Pavement/7 in. Base Course					
1	10	M	8		Loose, Brown SILT (ML)					
2	10	M	10		Very Stiff, Brown Lean CLAY (CL)	(3.0)				
3	12	M	5		Becoming medium-stiff and sandy near 6 ft	(0.75)				
4	14	M	23		Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt (SM/GM)					
5	0	-	50/2"		Apparent Bedrock Hard drilling beginning at 10.5 ft					
6	0	-	50/0"		End of Boring at 13 ft Due to Auger Refusal on Apparent Bedrock					
					Backfilled with bentonite chips and asphalt patch					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 10/6/22 End 10/6/22  
 Driller ADC Chief KD Rig CME-55  
 Logger DB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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





Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Assistant City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.  
**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwig, P.E.  
**Financial Manager**  
Steven B. Danner-Rivers

November 17, 2023

**NOTICE OF ADDENDUM  
ADDENDUM 1  
CONTRACT NO. 8711, 8762  
8711- HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT – 2023  
8762 – HAMMERSLEY ROAD RESURFACING ASSESSMENT DISTRICT – 2024  
NOTICE OF ADDENDUM  
ADDENDUM 2  
9289 - UNIT WELL 19 TREATMENT SYSTEM ADDITION**

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

On all 3 contracts, the link to register for the SBE Pre Bid Meeting is incorrect, both on page A-1 of the contract documents as well as the direct link on Bid Express. The correct link is noted below and has been updated on Bid Express, too.

Please note that the SBE Pre Bid Meeting for all 3 contracts will be held on **November 21, 2023 at 2:00pm.**

SBE Pre Bid Meeting Registration Link:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>

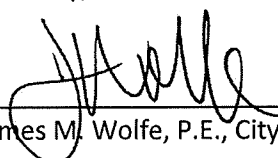
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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

<http://www.bidexpress.com>

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

Sincerely,

  
James M. Wolfe, P.E., City Engineer

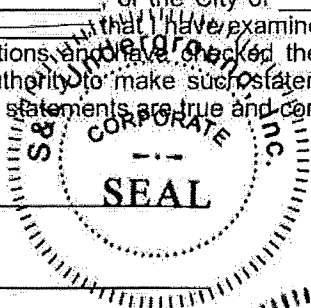
**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8711**

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.

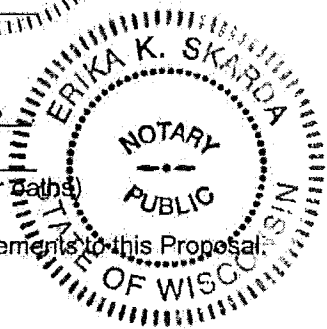
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. 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 30th day of November, 2023  
Erika K. Skarda

(Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 2-11-2026



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

## Section E: Bidder's Acknowledgement

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

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

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

### Method of Submittal for Bidder Acknowledgement (click in box below to choose) \*

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

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

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

### Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

Addendum 1

\*

Addendum 2

Addendum 3

Addendum 4

Addendum 5

Addendum 6

**Section F: Best Value Contracting (BVC) Fillable Online Form****Best Value Contracting****1. The Contractor shall indicate the non-apprenticeable trades used on this contract.**

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

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

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8711

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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

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 Slack  
Witness' Signature

B. Kundert  
Bidder's Signature

11/30/2023  
Date







**HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8711

DATE: 11/30/23

**S&L Underground, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,400.00	\$4,400.00
10770.0 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	2.00	\$1,483.00	\$2,966.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	35.00	\$6.00	\$210.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	35.00	\$6.00	\$210.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$84,792.00	\$84,792.00
20101.0 - EXCAVATION CUT - C.Y.	2700.00	\$26.00	\$70,200.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED) - S.Y.	2800.00	\$2.00	\$5,600.00
20219.0 - BREAKER RUN - TON	2015.00	\$15.00	\$30,225.00
20221.0 - TOPSOIL - S.Y.	1940.00	\$6.00	\$11,640.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	105.00	\$9.00	\$945.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	975.00	\$2.80	\$2,730.00
20401.0 - CLEARING (UNDISTRIBUTED) - I.D.	96.00	\$40.40	\$3,878.40
20403.0 - GRUBBING (UNDISTRIBUTED) - I.D.	132.00	\$40.40	\$5,332.80
20701.0 - TERRACE SEEDING - S.Y.	1940.00	\$1.15	\$2,231.00
20801.0 - SODDING(UNDISTRIBUTED) - S.Y.	500.00	\$7.00	\$3,500.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1940.00	\$2.31	\$4,481.40
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	1160.00	\$26.67	\$30,937.20
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	90.00	\$31.72	\$2,854.80
30208.0 - HAND FORMED CURB AND GUTTER(UNDISTRIBUTED) - L.F.	180.00	\$45.45	\$8,181.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	7176.00	\$8.98	\$64,440.48
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	4365.00	\$9.29	\$40,550.85
30313.0 - CONCRETE STEPS(UNDISTRIBUTED) - S.F.	40.00	\$121.21	\$4,848.40
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	150.00	\$45.45	\$6,817.50
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	1280.00	\$16.00	\$20,480.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	1280.00	\$16.00	\$20,480.00
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	455.00	\$82.06	\$37,337.30
40203.0 - HMA PAVEMENT 3 MT 58-28S - TON	240.00	\$76.05	\$18,252.00
40205.0 - HMA PAVEMENT 4 MT 58-28S - TON	140.00	\$82.11	\$11,495.40
40218.0 - TACK COAT - GAL	331.00	\$3.03	\$1,002.93
40231.0 - ASPHALT DRIVE & TERRACE(UNDISTRIBUTED) - S.Y.	15.00	\$83.00	\$1,245.00
40301.0 - FULL WIDTH GRINDING - S.Y.	510.00	\$10.61	\$5,411.10
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	4.00	\$436.00	\$1,744.00
20217.0 - CLEAR STONE - TON	545.00	\$19.50	\$10,627.50
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$500.00	\$2,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$1,000.00	\$1,000.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	2.00	\$280.00	\$560.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$3,200.00	\$3,200.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	10.00	\$210.00	\$2,100.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL, & MAINTAIN - L.F.	294.00	\$8.00	\$2,352.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	294.00	\$1.00	\$294.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	22.00	\$350.00	\$7,700.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	44.00	\$100.00	\$4,400.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	22.00	\$50.00	\$1,100.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	165.00	\$97.77	\$16,132.05
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F. - L.F.	41.50	\$97.80	\$4,058.70

**HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8711

DATE: 11/30/23

**S&L Underground, Inc.**

Item	Quantity	Price	Extension
50741.0 - TYPE H INLET - EACH	5.00	\$2,860.00	\$14,300.00
20313.0 - REMOVE INLET - EACH	2.00	\$600.00	\$1,200.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	260.00	\$0.01	\$2.60
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	53.50	\$157.00	\$8,399.50
50723.0 - 3'X3' STORM SAS - EACH	1.00	\$3,115.00	\$3,115.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$5,675.00	\$5,675.00
50792.0 - STORM TAP - EACH	1.00	\$1,000.00	\$1,000.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYEP 2 - EACH	1.00	\$1,855.00	\$1,855.00
50801.0 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	9.00	\$900.00	\$8,100.00
90030.0 - RECONSTRUCT STORM ACCESS STRUCTURE TO INLET CASTING - EACH	1.00	\$3,000.00	\$3,000.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	8.00	\$1,000.00	\$8,000.00
20336.0 - PIPE PLUG (SANITARY) (UNDISTRIBUTED) - EACH	5.00	\$280.00	\$1,400.00
50201.0 - ROCK EXCAVATION - C.Y.	195.00	\$1.00	\$195.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	1279.00	\$0.01	\$12.79
50301.0 - 8 INCH PVC SEWER PIPE (SDR 35) - L.F.	300.00	\$134.00	\$40,200.00
50321.0 - 8 INCH PVC PRESSURE SEWER PIPE - L.F.	607.00	\$150.00	\$91,050.00
50353.0 - SANITARY SEWER LATERAL - L.F.	74.00	\$23.00	\$1,702.00
50355.0 - PRESSURE SEWER LATERAL - L.F.	298.00	\$79.00	\$23,542.00
50356.0 - RECONNECT - EACH	6.00	\$1,600.00	\$9,600.00
50357.0 - RECONNECT PRESSURE - EACH	12.00	\$3,385.00	\$40,620.00
50359.0 - COMPRESSION COUPLING - EACH	1.00	\$700.00	\$700.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$2,350.00	\$2,350.00
50390.0 - SEWER ELECTRONIC MARKERS (STORM & SANITARY)(UNDISTRIBUTED) - EACH	45.00	\$87.00	\$3,915.00
50701.0 - 4' DIA SANITARY SAS - EACH	3.00	\$4,520.00	\$13,560.00
50702.0 - 5' DIA SANITARY SAS - EACH	2.00	\$6,355.00	\$12,710.00
50783.0 - INSIDE DROP - V.F	3.00	\$1,173.00	\$3,519.00
50791.0 - SANITARY SEWER TAP - EACH	3.00	\$1,430.00	\$4,290.00
50802.0 - CONCRETE SUPPORTS - EACH	1.00	\$1,650.00	\$1,650.00
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	20.00	\$196.00	\$3,920.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	140.00	\$134.00	\$18,760.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	800.00	\$136.00	\$108,800.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	5.00	\$2,555.00	\$12,775.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$3,333.00	\$6,666.00
70041.0 - RELOCATE HYDRANT - EACH	2.00	\$1,316.00	\$2,632.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	11.00	\$900.00	\$9,900.00
70057.0 - RECONNECT 1 ½-INCH SERVICE LATERAL - EACH	1.00	\$3,200.00	\$3,200.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$3,100.00	\$12,400.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	1.00	\$1,865.00	\$1,865.00
70090.0 - ABANDON WATER VALVE BOX - EACH	4.00	\$210.00	\$840.00
70101.0 - FURNISH AND INSTALL STYROFOAM - EACH	10.00	\$130.00	\$1,300.00
70104.0 - ADJUST WATER VALVE BOX - EACH	3.00	\$420.00	\$1,260.00
70106.0 - ROCK EXCAVATION - C.Y.	10.00	\$1.00	\$10.00
70111.0 - FURNISH & INSTALL ANODE - EACH	4.00	\$420.00	\$1,680.00
<b>88 Items</b>	<b>Totals</b>		<b>\$1,056,614.70</b>

## **SECTION G: BID BOND**

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

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

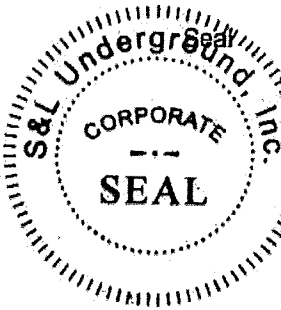
### **HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8711**

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

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

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

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



PRINCIPAL

S&L Underground, Inc.

Name of Principal

*[Handwritten signature]*

By

*Ben Larrabee, President*

Name and Title

*11/30/2023*

Date

Seal

SURETY

Granite Re, Inc.

Name of Surety

*Connie Smith*

By

Connie Smith, Attorney-in-Fact

Name and Title

*11/17/2023*

Date

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 2023, 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.

*11/17/2023*

Date

*Connie Smith*

Agent Signature

Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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



## SECTION H: AGREEMENT

THIS AGREEMENT made this 25th day of January in the year Two Thousand and Twenty-Four between **S&L UNDERGROUND, INC.**, hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **JANUARY 9, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

### HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT – 2023 CONTRACT NO. 8711

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION FIFTY-SIX THOUSAND SIX HUNDRED FOURTEEN AND 70/100 (\$1,056,614.70)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.  
**B. Affirmative Action.** 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.



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

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

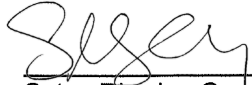
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.



**CITY OF MADISON**

  
\_\_\_\_\_  
Satya Rhodes-Corway, Mayor

01/25/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

01/17/2024  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
David P. Schmiedicke, Finance Director

1/24/2024  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Michael Haas, City Attorney

1/25/2024  
\_\_\_\_\_  
Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00010, ID No. 81170, adopted by the Common Council of the City of Madison on Jan. 9, 2024.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **S&L UNDERGROUND, INC.** as principal, and Granite Re, Inc. Company of Minnesota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION FIFTY-SIX THOUSAND SIX HUNDRED FOURTEEN AND 70/100 (\$1,056,614.70)** 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:

**HARVEY STREET AND SCHMITT PLACE ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8711**

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 10th day of January, 2024

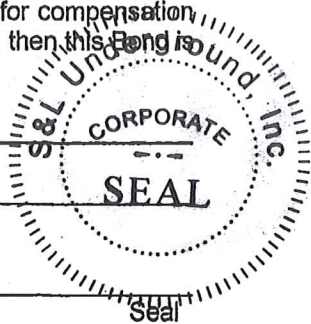
Countersigned:

Erika Seala  
Witness  
Danaseo  
Secretary

**S&L UNDERGROUND, INC.**

Company Name (Principal)

B J Z  
President



Granite Re, Inc.

Surety Seal

Salary Employee  Commission

By Eliot Motu  
Attorney-in-Fact Eliot Motu

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 19354385 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

01/10/2024  
Date

Eliot Motu  
Agent Signature Eliot Motu

The foregoing Bond has been approved as to form:

1/26/2024

Date

*Michael Haas*

City Attorney

