

Contract Routing Form

ROUTING: Routine

printed on: 05/19/2017

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

Project: Yuma Drive Resurfacing Assessment District - 2017

Contract No.: 7850  
 Enactment No.: RES-17-00416  
 Dollar Amount: 1,571,817.44

File No.: 47002  
 Enactment Date: 05/18/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5/22/17	5-22-2017
Director of Civil Rights	5.22.17	5.23.17 FS
Risk Manager	5.24.17	5/24/17 RN
Finance Director	5.24.17	5/26/17 MCR 5/30
City Attorney	658 5-30-17	7-21-17
Mayor	7.21.17	7.24.17

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

Original + 2 Copies

05/19/2017 14:35:55 enjls - Steve Sonntag 267-1997

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: 1,571,817.44  
 AA Plan: APPROVED  
 Amendment / Addendum # N/A  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 47002      **Version:** 1      **Name:** Awarding Public Works Contract No. 7850, Yuma Drive Resurfacing Assessment District - 2017.

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

**File created:** 4/25/2017      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 5/16/2017      **Final action:** 5/16/2017

**Enactment date:** 5/18/2017      **Enactment #:** RES-17-00416

**Title:** Awarding Public Works Contract No. 7850, Yuma Drive Resurfacing Assessment District - 2017.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7850.pdf

Date	Ver.	Action By	Action	Result
5/16/2017	1	COMMON COUNCIL		
5/3/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
4/25/2017	1	Engineering Division	Refer	

In the adopted 2017 capital budget Engineering Major Streets has budgeted \$10.29 million for the resurfacing of existing streets via the Pavement Management capital program (MUNIS 10540). The proposed resolution awards the contract for the Yuma Drive resurfacing project at a total cost of \$1,618,970 (MUNIS 11435). Funding is provided by GO Borrowing, special assessments, and associated utility funding. The project cost to the associated City agencies is split as follows:

- Major Streets - \$601,680
- Stormwater Utility - \$222,660
- Sewer Utility - \$397,490
- Water Utility - \$397,140
- Total - \$1,618,970

Awarding Public Works Contract No. 7850, Yuma Drive Resurfacing Assessment District - 2017.  
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7850) for itemization of bids.

CONTRACT NO. 7850  
 YUMA DRIVE RESURFACING ASSESSMENT DISTRICT – 2017

S & L UNDERGROUND AND TRUCKING, INC.

\$1,571,817.44

Acct. No. 11435-402-170:54410 (91396)	\$497,668.50
Contingency 3%±	<u>14,931.50</u>
Sub-Total	\$512,600.00
Acct. No. 11435-402-174:54445 (91345)	\$86,489.00
Contingency 3%±	<u>2,591.00</u>
Sub-Total	\$89,080.00
Acct. No. 11435-84-174:54445 (91345)	\$181,172.26
Contingency 3%±	<u>5,437.74</u>
Sub-Total	\$186,610.00
Acct. No. 11435-83-173:54445 (91345)	\$385,916.68
Contingency 3%±	<u>11,573.32</u>
Sub-Total	\$397,490.00
Acct. No. 11435-86-179:54445 (91360)	\$385,571.00
Contingency 3%±	<u>11,569.00</u>
Sub-Total	\$397,140.00
Acct. No. 11435-84-174-84500:54445 (91345)	\$35,000.00
Contingency 3%±	<u>1,050.00</u>
Sub-Total	\$36,050.00

GRAND TOTAL \$1,618,970.00



Company Type

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

Appointments

Q con

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

First Previous 1 Next Last

Line Of Business

Filter

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

Contact



Filter

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

Company Merger

No results found.

Name Change History



Filter

Previous Name	New Name	Effective Date
	Granite Re, Inc.	



## This document may serve in lieu of a Letter of Certification.

## Licensee Demographics

**Name:** SMITH, CONNIE  
**NPN:** 16492915  
**Domicile State:** Wisconsin  
**Domicile Country:** United States  
**Resident?:** Yes  
**Business Address:** HUDSON, WI 54016-6840

## License Quick View

License Class	License Status	Status Date	Effective Date	Expiration Date
Intermediary (Agent) Individual	Active	06/07/2016	08/01/2016	07/31/2018

## Phone, E-mail, Website

**Phone****Type**

Business Primary Phone

Business Fax Phone

**Number**

(800) 535-0006

(800) 501-0989

**Email****Type**

Business Email

Mailing Email

**E-mail**

bdowney@ryanbonding.com

bdowney@ryanbonding.com

**Website**

No results found.

## License Information

**License Type:** Intermediary (Agent) Individual**License Number:** 16492915**License Status:** Active**Status Date:** 06/07/2016**First Active Date:** 12/19/2011**Effective Date:** 08/01/2016**Expiration Date:** 07/31/2018

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Name: SMITH, CONNIE  
 NPN: 16492915  
 Domicile State: Wisconsin  
 Domicile Country: United States  
 Resident? Yes  
 Business Address: HUDSON, WI 540166840

<u>Company Name</u>	<u>FEIN</u>	<u>NAIC CoCode</u>	<u>License Type</u>	<u>Line of Authority</u>	<u>Appointment Date</u>	<u>Appointment Effective Date</u>	<u>Appointment Expiration Date</u>
Colonial American Casualty and Surety Company	52-1096670	34347	Intermediary (Agent) Individual	Casualty	10/30/2012	3/1/2017	2/28/2018
Colonial American Casualty and Surety Company	52-1096670	34347	Intermediary (Agent) Individual	Property	10/30/2012	3/1/2017	2/28/2018
<b>Granite Re, Inc.</b>	73-1282413	26310	Intermediary (Agent) Individual	Casualty	1/31/2017	1/31/2017	2/28/2018
<b>Granite Re, Inc.</b>	73-1282413	26310	Intermediary (Agent) Individual	Property	1/31/2017	1/31/2017	2/28/2018
Old Republic Insurance Company	25-0410420	24147	Intermediary (Agent) Individual	Casualty	2/3/2012	3/1/2017	2/28/2018
Old Republic Surety Company	39-1395491	40444	Intermediary (Agent) Individual	Casualty	2/3/2012	3/1/2017	2/28/2018
United Fire & Casualty Company	42-0644327	13021	Intermediary (Agent) Individual	Casualty	1/16/2012	3/1/2017	2/28/2018
United Fire & Casualty Company	42-0644327	13021	Intermediary (Agent) Individual	Property	1/16/2012	3/1/2017	2/28/2018
Universal Surety Company	47-0363416	25933	Intermediary (Agent) Individual	Surety	5/15/2017	5/15/2017	3/15/2018
Universal Surety Company	47-0363416	25933	Intermediary (Agent) Individual	Casualty	5/15/2017	5/15/2017	3/15/2018
Universal Surety Company	47-0363416	25933	Intermediary (Agent) Individual	Property	5/15/2017	5/15/2017	3/15/2018
Western Surety Company	46-0204900	13188	Intermediary (Agent) Individual	Casualty	1/12/2012	3/1/2017	2/28/2018



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5/3/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
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BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 7850) for itemization of bids.

SOR

## Boutelle, Alane

---

**From:** Gehler, Patricia  
**Sent:** Wednesday, July 05, 2017 12:54 PM  
**To:** Boutelle, Alane  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Sorry to say, but I believe it needs to be re-routed from the beginning.

Sincerely,

*Patricia V. Gehler*

**Litigation Assistant**  
City Attorney's Office  
**Direct:** 608-261-9153  
**Main:** 608-266-4511

---

**From:** Boutelle, Alane  
**Sent:** Wednesday, July 05, 2017 12:31 PM  
**To:** Gehler, Patricia  
**Subject:** FW: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Hi Pat,  
Do the contracts with the revised name need to start over in the routing process?  
I have then packed to Inter'D to your attention tomorrow.  
If they do, then I will divert back to Johanna.

Thanks,  
Alane Boutelle

---

**From:** Viste, Doran  
**Sent:** Friday, June 23, 2017 8:55 AM  
**To:** Boutelle, Alane; Sonntag, Steven; Bachmann, Christy  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

I'll run them down. Anyplace it says "S & L Underground and Trucking, Inc." will need to be changed to "S&L Underground, Inc. (f/n/a S & L Underground and Trucking, Inc.)", other than the forms related to the bid submission (including the SBE submission) since those forms were all accurate when submitted to the City.

So, it looks like: cover page, the agreement (H-1 and H-5), and the payment and performance bond (I-1). The surety will then need to reissue the bond with the f/n/a designation. Note the spacing in their new corporate name.

Once the forms are updated, they can sign the updated versions in triplicate, provide the new P&P bond, and then it can be routed again. I'd suggest letting DCR know of the issue with the name change so that they can get their approvals and processed updated to the new entity name so that this doesn't get stuck up there.

---

**From:** Boutelle, Alane  
**Sent:** Friday, June 23, 2017 8:28 AM  
**To:** Sonntag, Steven <[SSonntag@cityofmadison.com](mailto:SSonntag@cityofmadison.com)>; Bachmann, Christy <[CBachmann@cityofmadison.com](mailto:CBachmann@cityofmadison.com)>; Viste, Doran <[DViste@cityofmadison.com](mailto:DViste@cityofmadison.com)>  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

I would prefer not have to reprint the 3 new contracts.  
If you return them to me, I'll put the revised pages into the current copies.

What needs to have the new name?  
I'm guessing Cover Page, Bidder's Acknowledgement, Proposal, Section H, and Payment and Performance Bond.  
What about SBE document and Bid Bond?

Alane

---

**From:** Sonntag, Steven  
**Sent:** Friday, June 23, 2017 8:03 AM  
**To:** Boutelle, Alane  
**Subject:** FW: Contract 7850- Contractor Name Issue Raised by Attorney's Office

What do you think?

---

**From:** Viste, Doran  
**Sent:** Friday, June 23, 2017 8:00 AM  
**To:** Bachmann, Christy; Sonntag, Steven  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Great.

I'm sitting on the contract. Do you want to run fresh versions of the whole thing, or take what I have and change out the new pages? If you are just going to run new versions of the whole thing, I'll shred what I have.

---

**From:** Bachmann, Christy  
**Sent:** Thursday, June 22, 2017 4:20 PM  
**To:** Viste, Doran <[DViste@cityofmadison.com](mailto:DViste@cityofmadison.com)>; Sonntag, Steven <[SSonntag@cityofmadison.com](mailto:SSonntag@cityofmadison.com)>  
**Cc:** Dailey, Michael <[MDailey@cityofmadison.com](mailto:MDailey@cityofmadison.com)>; Boutelle, Alane <[ABoutelle@cityofmadison.com](mailto:ABoutelle@cityofmadison.com)>; Fahrney, John <[JFahrney@cityofmadison.com](mailto:JFahrney@cityofmadison.com)>  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Yes, let's resign the contract with the correct name. Steve, call the contractor and let them know that.

---

**From:** Viste, Doran  
**Sent:** Thursday, June 22, 2017 3:43 PM  
**To:** Sonntag, Steven; Bachmann, Christy  
**Cc:** Dailey, Michael; Boutelle, Alane; Fahrney, John  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

I am going to be out next week and was hoping to resolve this one way or the other by tomorrow.

Since we have time, I'd suggest redoing the contract "S&L Underground, Inc. (f/n/a S & L Underground and Trucking, Inc.)" and have it re-executed by the contractor and surety.

Christy—are you OK with that approach?

---

**From:** Sonntag, Steven  
**Sent:** Wednesday, June 21, 2017 9:39 AM  
**To:** Viste, Doran <[DViste@cityofmadison.com](mailto:DViste@cityofmadison.com)>; Bachmann, Christy <[CBachmann@cityofmadison.com](mailto:CBachmann@cityofmadison.com)>  
**Cc:** Dailey, Michael <[MDailey@cityofmadison.com](mailto:MDailey@cityofmadison.com)>; Boutelle, Alane <[ABoutelle@cityofmadison.com](mailto:ABoutelle@cityofmadison.com)>; Fahrney, John <[JFahrney@cityofmadison.com](mailto:JFahrney@cityofmadison.com)>  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Christy,

We had the preconstruction meeting for Yuma Drive Resurfacing contract 7850 and the contractor doesn't plan on starting until mid-August.

We have the time to re-execute the agreement/contract documents if need be, just let us know which route you would like to take.

Thanks  
Steve

---

**From:** Viste, Doran  
**Sent:** Wednesday, June 21, 2017 9:16 AM  
**To:** Bachmann, Christy  
**Cc:** Sonntag, Steven; Dailey, Michael  
**Subject:** FW: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Christy,

I left you a message on this contract yesterday (Mike suggested I call you). The problem is that the contractor (S & L Underground and Trucking, Inc.) changed their corporate name the same day that they submitted the bid (the new corporate name is "S&L Underground, Inc."). This was never caught or pointed out by anyone, until it got to my office and we did our usual contract review (it is for this reason why it is always good to have someone check the State [DFI website](#) to make sure the names are right before routing and attach that form with the contract).

Even though S & L Underground and Trucking, Inc. no longer formally exists, the contract and P&P bond is in that name. The two solutions that I have come up to address the problem are either to redo the contract so that the contracting party is "S&L Underground, Inc. (f/n/a S & L Underground and Trucking, Inc.)". The contractor and surety would need to re-execute all documents and the agreement would need to be re-routed. This may be the easiest solution because it doesn't require anything from the contractor other than re-executing the agreement/contract documents. The other option is to allow the agreement to be executed as is, but requiring the contractor to immediately prepare and submit to us an assignment of the contract from the old entity to the new one (as successor), accompanied by an updated P&P bond executed by the surety. This assignment would also have to be reviewed by DCR to make sure the new entity remains in compliance. Once that is done, under Sec. 109.1 of the specs, City Engineering can accept the assignment.

I'm not sure what the timing of this project is. The special conditions show a tentative start date of June 12—so timing may be an issue here.

Please let me know how you want to address this.

I will be gone on vacation next week—so hopefully we can get this squared away in the next day or so.

Doran

---

**From:** May, Michael  
**Sent:** Tuesday, June 20, 2017 3:02 PM  
**To:** Viste, Doran <[DViste@cityofmadison.com](mailto:DViste@cityofmadison.com)>  
**Cc:** Gehler, Patricia <[PGehler@cityofmadison.com](mailto:PGehler@cityofmadison.com)>  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

I'm Ok with either of those. I think we need to get engineering, surety and contractor on a conference call to establish a game plan. Can you follow up, Doran?

MPMay  
City Attorney

City of Madison

---

**From:** Viste, Doran  
**Sent:** Tuesday, June 20, 2017 2:32 PM  
**To:** May, Michael  
**Cc:** Gehler, Patricia  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

How about just changing the contracting party to "S&L Underground, Inc. (f/n/a S & L Underground and Trucking, Inc.)" and then having not only the contract itself re-executed by the contractor, but having the payment and performance bond reissued by the surety? Since this was just a corporate name change and the contract hasn't been fully executed yet, that may be the most straightforward method, and will make it clear who we are contracting with. However, that may take some time and delay the project. The other option, which may be the easiest, would be to execute the current contract with "S & L Underground and Trucking, Inc." and require them to follow up in order to formally assign it to S&L Underground, Inc., which we will accept with the submission of a new payment and performance bond and approval by DCR (under Sec. 109.1, the City Engineer has the authority to provide consent to an assignment of the contract).

---

**From:** Gehler, Patricia  
**Sent:** Tuesday, June 20, 2017 9:05 AM  
**To:** May, Michael <MMay@cityofmadison.com>  
**Cc:** Viste, Doran <DViste@cityofmadison.com>  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

I don't believe that Alane has heard back from the contractor yet, but the surety would like to take you up on the offer to draft something. ☺

Sincerely,

*Patricia V. Gehler*

Litigation Assistant  
City Attorney's Office  
**Direct:** 608-261-9153  
**Main:** 608-266-4511

---

**From:** May, Michael  
**Sent:** Monday, June 19, 2017 4:05 PM  
**To:** Gehler, Patricia  
**Cc:** Viste, Doran  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

We need something more formal. I would like these two things:

1. An Addendum to the Bond signed by the Surety and the Contractor, indicating that the bond covers S&L Underground, Inc. as the successor to S&L Underground and Trucking, Inc..
2. A Signed statement from the Officers of S&L Underground, Inc. that it is the successor to S&L Underground and Trucking Inc. and is bound on the contract in the same way.

If they want us to work up the language and send it to them, let me know. Either I or Doran can do it.

Mike

MPMay  
City Attorney  
City of Madison

---

**From:** Gehler, Patricia  
**Sent:** Monday, June 19, 2017 3:55 PM  
**To:** May, Michael  
**Subject:** FW: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Is this sufficient, or should there be more legalistic (?) wording?

Sincerely,

*Patricia V. Gehler*

**Litigation Assistant**  
City Attorney's Office  
**Direct:** 608-261-9153  
**Main:** 608-266-4511

---

**From:** Boutelle, Alane  
**Sent:** Monday, June 19, 2017 3:31 PM  
**To:** Gehler, Patricia  
**Subject:** FW: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Hi Pat,  
Is this sufficient?

Alane

---

**From:** Connie Smith [<mailto:CSmith@jryanbonding.com>]  
**Sent:** Monday, June 19, 2017 3:28 PM  
**To:** Boutelle, Alane  
**Subject:** RE: Contract 7850- Contractor Name Issue Raised by Attorney's Office

Alane,

We will honor the bond for S & L Underground, bond number GRW124375B.

Will this work?

Connie

Connie S. Smith, Office Manager  
J. Ryan Bonding, Inc.  
P.O. Box 465  
2920 Enloe St, Ste 103  
Hudson, WI 54016  
715-377-8230 phone  
715-377-8231 fax  
Jryanbonding.com

---

**From:** Boutelle, Alane [<mailto:ABoutelle@cityofmadison.com>]  
**Sent:** Monday, June 19, 2017 3:28 PM  
**To:** Connie Smith <[CSmith@jryanbonding.com](mailto:CSmith@jryanbonding.com)>  
**Cc:** Fahrney, John <[JFahrney@cityofmadison.com](mailto:JFahrney@cityofmadison.com)>; 'Bill Pulvermacher' <[billp@slunderground.net](mailto:billp@slunderground.net)>  
**Subject:** Contract 7850- Contractor Name Issue Raised by Attorney's Office

Hi Connie,

It seems that S&L Underground and Trucking, Inc. changed their name to S&L Underground, Inc. on the same day they submitted their bid for 7850, Yuma Drive Resurfacing Assessment District - 2017.

S&L Underground and Trucking, Inc. was still the name on file at DFI following the bid opening.

Consequently, all document in this contract use the previous name.

I have been asked to reach out to your company for some sort of document that says that you will honor the bonds for S&L Underground, Inc. that were issued with the name S&L Underground and Trucking, Inc.

The bond in question is #GRWI24375B.

Please advise,

Regards,

Alane Boutelle  
Program Assistant 2  
City of Madison Engineering  
1600 Emil Street  
Madison, WI 53713  
(608) 267-1197

\$1,571,817.44  
CONTRACTOR'S OFFICE COPY

BID OF S&L UNDERGROUND, INC. (f/n/a S & L UNDERGROUND AND TRUCKING, INC.)

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7850

MUNIS NO. 11435

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MAY 16, 2017

---

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7850**

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This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: ss

## 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:	YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7850
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 14, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	APRIL 14, 2017
BID SUBMISSION (1:00 P.M.)	APRIL 21, 2017
BID OPEN (1:30 P.M.)	APRIL 21, 2017
PUBLISHED IN WSJ	APRIL 7 & 14, 2017

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

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

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

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

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7850

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

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

#### SECTION 102.12 BEST VALUE CONTRACTING

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

#### ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacing sanitary and storm sewer, water main, removing and replacing concrete curb and gutter, sidewalk and drive aprons, excavation cut, crushed aggregate base course, and asphalt pavement as noted in the specifications and on the plans.

**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.

Yuma Drive – Midvale Boulevard to Nakoma Road

Work shall include replacing the sanitary sewer, water main and installing new storm sewer. Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the storm sewer and water main work or are in poor condition. Yuma Drive will be excavated, new 10" crushed aggregate base course consisting of ONLY gradations 2 and gradation 3(top few inches for leveling purposes only). The street will be paved with 2.25" 19mm lower layer and 2" of 12.5 mm upper layer, type E-1 asphaltic pavement

#### SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral that is replaced with this project.

**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.

Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. As part of the rock excavation, Madison Gas & Electric will relocate gas services, as needed.

**Madison Gas & Electric (Gas)**

Steve Beversdorf, P.E.; office (608) 252-1552, cell (608) 444-9620

**AT&T**

Carol Anason; office (608) 252-2385, cell (920) 475-2799

**Charter**

Tom Payne; office (608) 288-6839, cell (608) 574-3331

**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 not be allowed to remove curb and gutter from both sides of the street at the same time unless approved by the Engineer. This is in order to minimize the amount of on street parking required by property owners within any given block at the same time.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

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

**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.

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 may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Yuma Drive may be closed to through traffic for the duration of construction. The Contractor shall maintain at least one lane of thru traffic at Waban Hill and Hiawatha Drive when utility work is not occurring thru the intersections. Thru traffic shall be maintained at Cherokee Drive at all times.

Maintain local and emergency vehicle access at all times.

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.

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

Contact Tom Mohr, Traffic Engineering Division, [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com), 267-8725, with any questions concerning these traffic control specifications.

## **SECTION 107.8      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 one (1) working day 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.

**SECTION 107.10      OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

**SECTION 108.2      PERMITS**

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

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

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

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

**SECTION 109.2      PROSECUTION OF THE WORK**

The Contractor may begin work on or after June 12, 2017. The time of completion shall be NOVEMBER 1, 2017.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4089). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

**BID ITEM 20336 – PIPE PLUG**

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

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

Two (2) – 12" plugs are expected for storm sewer work.

**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.

**SECTION 210.6      EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

**BID ITEM 30201 & 30203– TYPE A CONCRETE CURB AND GUTTER & TYPE X CONCRETE CURB AND GUTTER**

Cold weather protection shall be considered incidental to these items.

**BID ITEM 30208 – HAND FORMED CURB & GUTTER (TREE LOCATIONS)**

When placing Hand Formed Curb & Gutter adjacent to existing trees, the Contractor shall minimize the excavation necessary for the curb to be installed. The excavated area shall be limited to a maximum of 6

Inches behind the back of curb. The Contractor shall coordinate work with City Forestry as required by the standard specifications. Cold weather protection shall be considered incidental to this item.

**BID ITEM 30301 & 30302– 5 INCH CONCRETE SIDEWALK & 7 INCH CONCRETE SIDEWALK & DRIVE**

Cold weather protection shall be considered incidental to these items.

**ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL**

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

**SANITARY SEWER GENERAL**

This project shall include installing approximately 2018 feet of new 8" PVC SDR-35 pipe and 1050 feet of new sanitary lateral SDR-35, in order to reconnect 37 sanitary laterals.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353).

**All new sanitary sewer access structures shall include Neenah R-1050 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2017 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 1542 feet of new storm sewer of various sizes ranging from 12" to 24".

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 50354 - SANITARY SEWER LATERAL (SDR 35) - RESURFACING**

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

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

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

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

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

### **BID ITEM 50355 – RECONNECT SANITARY LATERAL**

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

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

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

With regard to the City of Madison Standard Specifications for Public Works Construction 2017 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only

include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

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

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

**ARTICLE 701                    PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The Water Utility designer for this project is Adam Wiederhoeft; please contact him at (608) 266-9121 or [awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org).

The proposed water system improvements in this Contract include furnishing and installing approximately 2,520-feet of new ductile iron water main and associated valves, hydrants and service lateral connections. The new water main installations consist of approximately 2,040-feet of 8-inch water main on Yuma Dr between Midvale Blvd and Nakoma Rd and various intersection improvements along Yuma Dr at Waban Hill, Hiawatha Dr, Cherokee Dr, and Nakoma Rd.

Once the new systems have passed the required 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). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector or Engineer and will be paid under BID ITEM: 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL.

**GENERAL PROJECT NOTES & PRECAUTIONS – WATER MAIN INSTALLATION:**

On Waban Hill, north of the intersection at Yuma Dr, the proposed 8-inch water main must be connected to the existing 1-inch water main. This work associated with this connection will be paid under BID ITEM: 70056 – RECONNECT 1-INCH COPPER SERVICE LATERAL.

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

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

**ARTICLE 702                    MATERIALS**

Furnish all materials, labor and equipment necessary to complete this project except any proposed 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.

**ARTICLE 703                    CONSTRUCTION METHODS**

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

**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.

**BID ITEM 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL**

Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector. Refer to Section 704.10 - Method of measurement and payment in this contract shall be per each completed service replacement, and also includes abandonment of the existing curb box.

**BID ITEM 90030 – 3'X6' STORM SAS**

**DESCRIPTION**

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

It is intended that the storm sewer pipe be offset from the curb in order to avoid damage to tree roots under the curb.

It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

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

**MEATHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

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

## **BID ITEM 90031 – SCREEN TREATMENT DEVICE**

### **DESCRIPTION**

Work under this item shall include all necessary work, materials, dewatering, and incidentals necessary to construct the treatment structure (S-11) with the installation of Hydroscreen at the location called for in the plan set. This structure shall be installed with two R-3067-7004-V, one R-1550-054 castings and one R-1877-EM castings to the elevations indicated in the plan set. The Contractor shall use the appropriate adjustment rings and grout to accommodate the elevations indicated at the center of each casting.

The dimensions of the treatment structure shall conform to those indicated on S.D.D. 5.7.39 & 5.7.39A. Included with this item shall include all materials for building the structure indicated on the detail sheet including: castings, concrete, W10X45 steel I-beam, rebar reinforcement, and clear stone. Construction of this structure shall be in accord with Section 507 of the Madison Standard Specifications for Public Works Construction 2017 Edition.

The hydroscreen shall be purchased by The Contractor and shall be responsible for coordination and timing of delivery, unloading, and installation of the screen. The Contractor shall install the screen according to manufacturer's specifications and guidance and shall be anchored to the concrete on twelve inch centers with 3/8" anchor bolts.

Work under this item shall include all work, materials, equipment, and incidentals required to control dry and wet weather flow in the storm sewer system during the reconstruction project to minimize damage to the treatment structure during installation of the structure and during concrete cure times.

The City reserves the right to withdraw this item, Storm Treatment Structure, from the contract. The Contractor shall not be compensated in any matter for the removal of this item from the contract.

### **METHOD OF MEASUREMENT**

SCREEN TREATMENT DEVICE shall be measured as a completed unit upon complete construction of the structure in the field.

### **BASIS OF PAYMENT**

SCREEN TREATMENT DEVICE shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

# STORM SEWER SCHEDULE

\*REV 4/17/2017 KDF

YUMA RESURFACING WITH UTILITIES	SHEET NO.
PROJECT NO. 11435	U-8
STORM SEWER SCHEDULE	
CITY OF MADISON	

## PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
<b>YUMA DRIVE</b>							
S-1A	18+63.29	LT-52.08	3X3 SAS	951.96	947.48	4.48	W/R-1550-0054
S-1	18+37.76	LT-47.50	TAP	-	948.30	-	-
S-2	18+07.72	LT-12.50	3X6 SAS	954.26	949.10	5.16	FP, W/R-3067-7004-V
S-2A	18+05.44	RT-14.50	H INLET	954.04	949.83	4.21	W/R-3067-7004-V
S-2B	17+96.44	RT-14.50	H INLET	954.46	950.39	4.07	W/R-3067-7004-V
S-2C	18+39.12	RT-41.50	H INLET	954.27	950.48	3.79	W/R-3067-7004-V
S-2D	18+70.11	RT-42.22	H INLET	953.97	950.88	3.09	W/R-3067-7004-V
S-3	16+71.47	LT-12.50	3X6 SAS	958.99	954.00	4.99	FP, W/R-3067-7004-V
S-3A	16+67.15	RT-14.50	H INLET	959.28	955.22	4.06	W/R-3067-7004-V
S-4	14+37.47	LT-12.50	3X6 SAS	963.05	958.04	5.01	FP, W/R-3067-7004-V
S-5	14+26.66	RT-18.28	TERRACE INLET II	963.71	959.68	4.03	(2), FP
S-10	28+01.00	LT-21.20	6X6 SAS	912.34	907.74	4.60	(3), W/R-1550-0054
* S-11	27+23.40	LT-10.96	<b>TREATMENT DEVICE</b>	915.52	908.77	6.75	(4), (5)
S-12	24+78.16	LT-14.68	3X3 SAS	934.56	930.19	4.37	W/R-3067-7004-V
S-12A	24+78.49	RT-43.21	3X3 SAS	935.34	931.01	4.33	W/R-3067-7004-V
S-12B	24+77.01	RT-51.01	H INLET	935.75	931.08	4.67	FP, W/R-3067-7004-V
S-12C	24+37.51	RT-44.67	H INLET	936.49	932.60	3.89	W/R-3067-7004-V
S-12D	24+40.36	RT-51.58	H INLET	936.55	932.94	3.61	W/R-3067-7004-V
S-12E	24+04.87	RT-15.87	H INLET	937.02	933.24	3.78	W/R-3067-7004-V
S-13	23+60.71	LT-14.72	3X3 SAS	937.70	933.37	4.33	W/R-3067-7004-V
S-14	22+40.83	LT-14.62	3X3 SAS	940.04	936.09	3.95	W/R-3067-7004-V
S-15	20+88.55	LT-14.50	H INLET	944.26	940.30	3.96	W/R-3067-7004-V
S-15A	20+87.83	RT-14.50	H INLET	944.28	940.69	3.59	W/R-3067-7004-V
S-20	28+46.88	LT-26.19	COLLAR	-	908.30	-	-
S-21	28+67.23	LT-14.20	H INLET	913.07	909.40	3.67	FP, W/R-3067-7004-V
S-30	28+11.75	RT-17.50	TAP	-	908.67	-	-
S-31	27+71.11	RT-25.50	H INLET	912.90	909.24	3.66	LP, W/R-3067-7004-VB
S-32	27+36.00	RT-13.90	H INLET	915.22	911.35	3.87	W/R-3067-7004-V

## PROPOSED STORM PIPES

PIPE NO.	FROM (DNSTM)	TO (UPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
<b>YUMA DRIVE</b>										
P-1A	S-1A	S-2	947.48	949.10	68.5	66	2.45%	24"	TYPE I	-
P-1	S-1	S-2	948.30	949.10	46	39.9	2.00%	24"	TYPE II	-
P-2	S-2	S-3	949.35	954.00	136	132.8	3.50%	21"	TYPE I	(1)
P-2A	S-2	S-2A	949.60	949.83	27	23.1	1.00%	18"	TYPE I	-
P-2B	S-2A	S-2B	950.33	950.39	9	6	1.00%	12"	TYPE II	-
P-2C	S-2A	S-2C	950.08	950.48	43.5	40	1.00%	15"	TYPE II	-
P-2D	S-2C	S-2D	950.73	950.88	31	29	0.50%	12"	TYPE I	-
P-3	S-3	S-4	954.00	958.04	234	231	1.75%	21"	TYPE I	(1)
P-3A	S-3	S-3A	954.75	955.22	27.5	23.3	2.00%	12"	TYPE I	-
P-4	S-4	S-5	958.29	959.68	32.5	27.7	5.00%	18"	TYPE I	-
P-10	S-10	S-11	907.94	908.77	78	74.2	1.12%	24"	TYPE I	-
P-11	S-11	S-12	911.27	930.19	244	240.1	7.88%	18"	TYPE II	-
P-12	S-12	S-13	930.44	933.37	120	117	2.50%	15"	TYPE I	-
P-12A	S-12	S-12A	930.19	931.01	58	54.8	1.50%	18"	TYPE I	-
P-12B	S-12A	S-12B	931.01	931.08	8	4.9	1.50%	18"	TYPE II	-
P-12C	S-12A	S-12C	931.26	932.60	41	38.5	3.48%	15"	TYPE I	-
P-12D	S-12C	S-12D	932.85	932.94	7.5	4.5	2.00%	12"	TYPE II	-
P-12E	S-12C	S-12E	932.85	933.24	42	38.6	1.00%	12"	TYPE II	-
P-13	S-13	S-14	933.37	936.09	124	121	2.25%	15"	TYPE I	-
P-14	S-14	S-15	936.09	940.30	156	153	2.75%	15"	TYPE I	-
P-15	S-15	S-15A	940.55	940.69	29	27	0.50%	12"	TYPE I	-
P-20	S-20	S-21	908.30	909.40	23.5	22	5.00%	12"	TYPE II	-
P-30	S-30	S-31	908.67	909.24	41.5	37.7	1.50%	12"	TYPE I	-
P-31	S-31	S-32	909.24	911.35	35.5	33.8	6.25%	12"	TYPE II	-

## ADJUST STORM STRUCTURES

STRUC. NO.	ID NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES
<b>YUMA DRIVE</b>					
ADJ-1	AS 3862-002	28+01.00	LT-21.25	CATCHBASIN	3" OF EXISTING ADJUSTMENT
ADJ-2	AS 3862-003	28+11.75	RT-17.50	CATCHBASIN	3" OF EXISTING ADJUSTMENT

**NOTE:** PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.

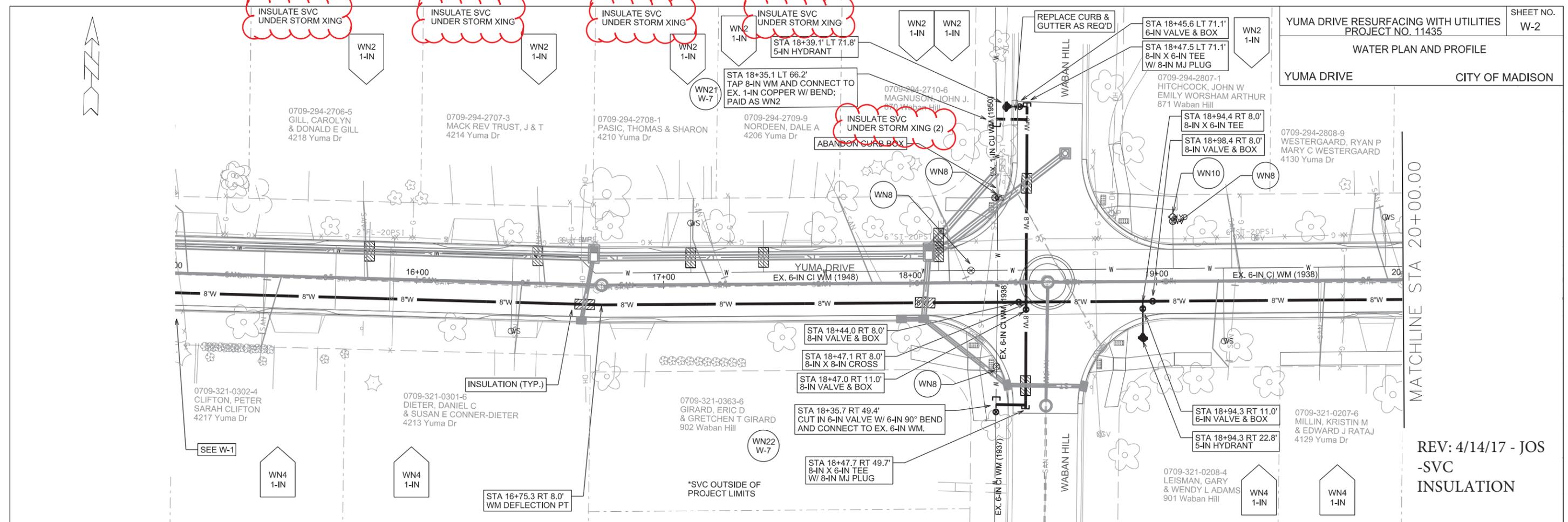
## SPECIFIC NOTES

- OFFSET PIPE FROM CENTER OF STRUCTURE TOWARD STREET CENTERLINE
- STRUCTURE SHALL BE CONSRUCTED PER SHEET U-6
- CONTRACTOR SHALL REMOVE AND REPLACE 7' OF CMP DOWNSTREAM OF STRUCTURE AND SHALL BE INCIDENTAL TO STRUCT - SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- STRUCTURE SHALL BE CONSTRUCTED PER S.D.D. 5.7.39 AND S.D.D. 5.7.39A AND SHALL BE PAID FOR UNDER BID ITEM 90031
- STRUCTURE SHALL BE CONSTRUCTED W/ TWIN [2] R-3067-7004-V, ONE [1] R-1550-0054, AND ONE [1] R-1877-EM

## STANDARD NOTES:

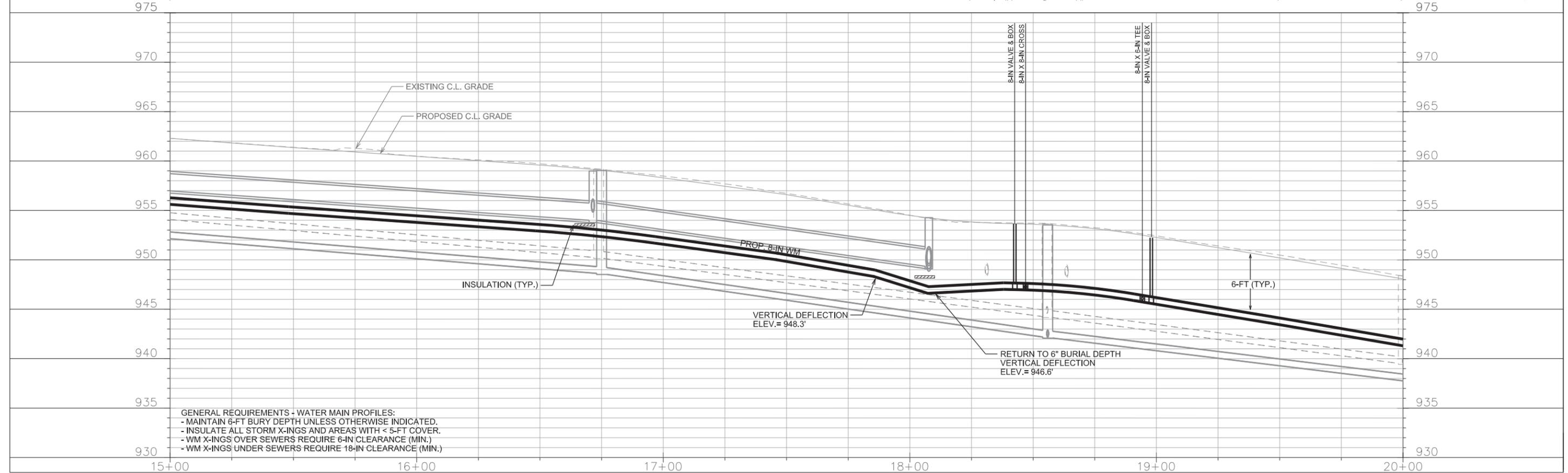
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- TOP OF CONCRETE ROOF (TR) IS 1.25' BELOW TOP OF CASTING UNLESS OTHERWISE NOTED.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT KYLE FRANK OF CITY ENGINEERING AT (608) 266-4098 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO KFRANK@CITYOFMADISON.COM.





MATCHLINE STA 20+00.00

REV: 4/14/17 - JOS  
 -SVC  
 INSULATION



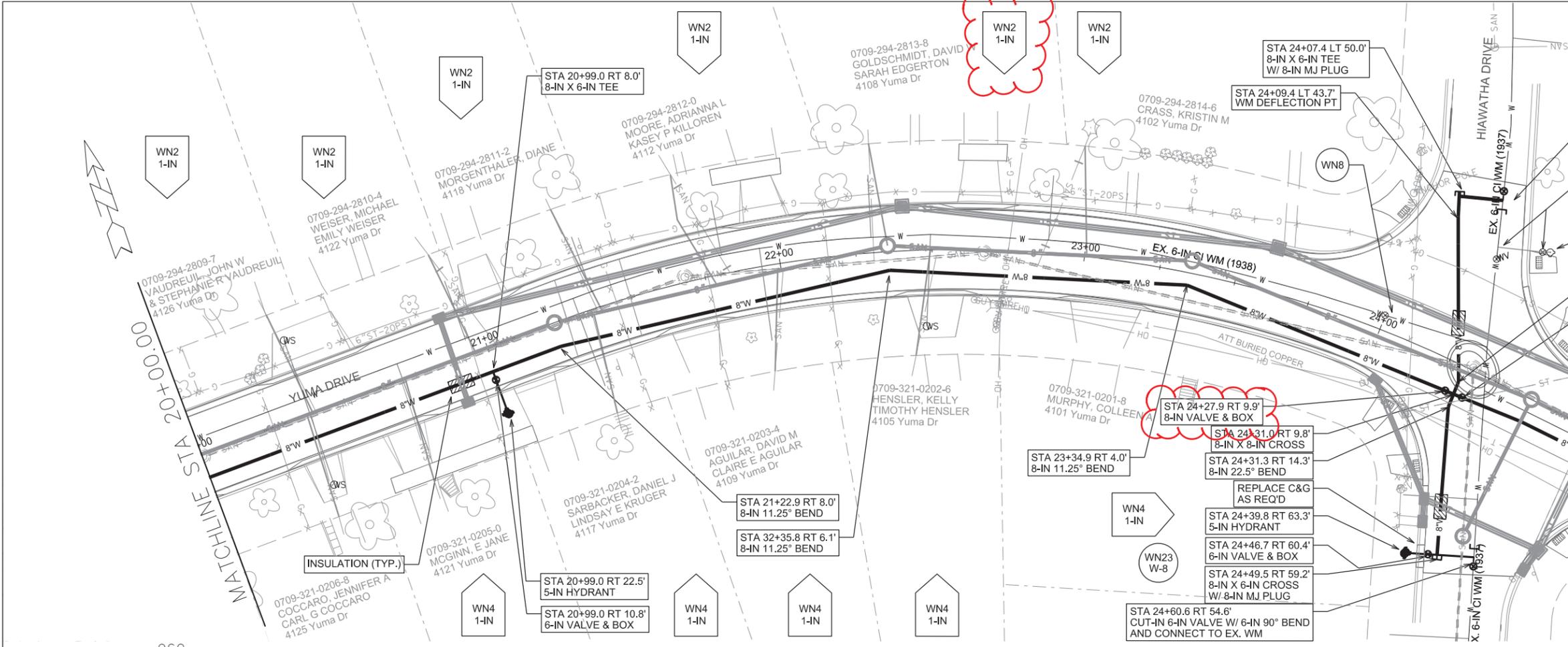
GENERAL REQUIREMENTS - WATER MAIN PROFILES:  
 - MAINTAIN 6-FT BURY DEPTH UNLESS OTHERWISE INDICATED.  
 - INSULATE ALL STORM X-INGS AND AREAS WITH < 5-FT COVER.  
 - WM X-INGS OVER SEWERS REQUIRE 6-IN CLEARANCE (MIN.)  
 - WM X-INGS UNDER SEWERS REQUIRE 18-IN CLEARANCE (MIN.)

PLOT SCALE: \_\_\_\_\_

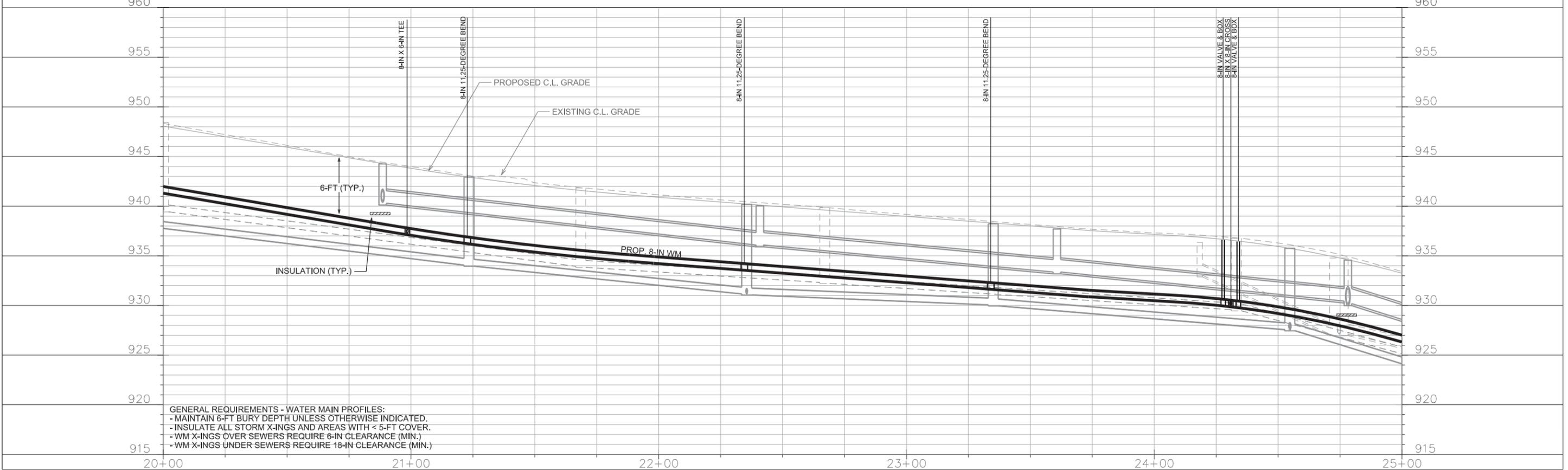
PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

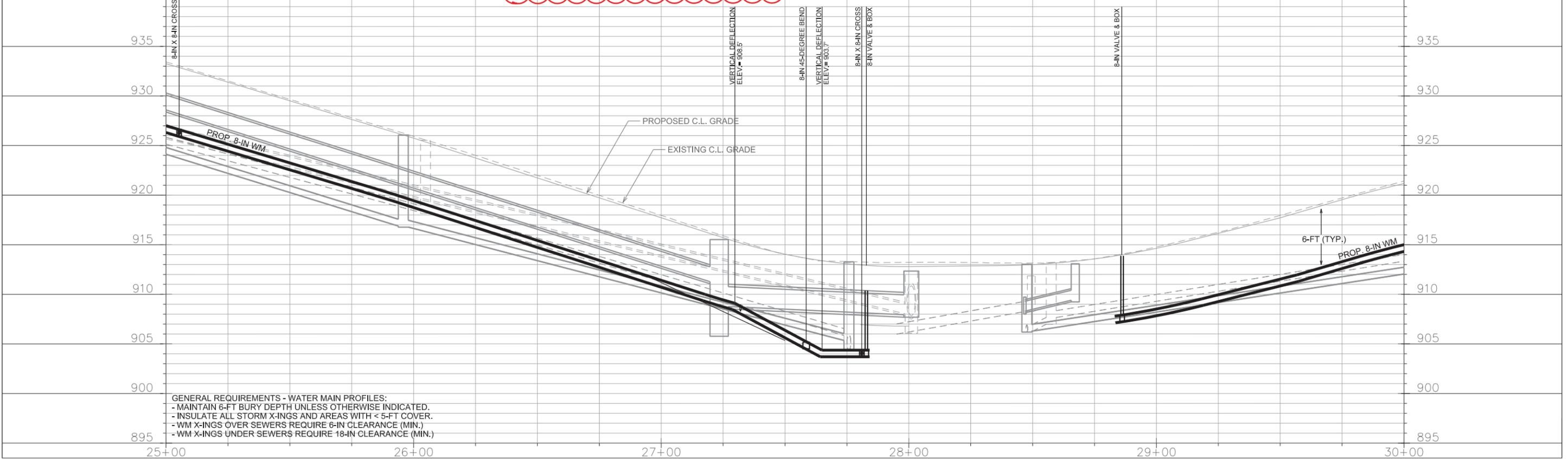
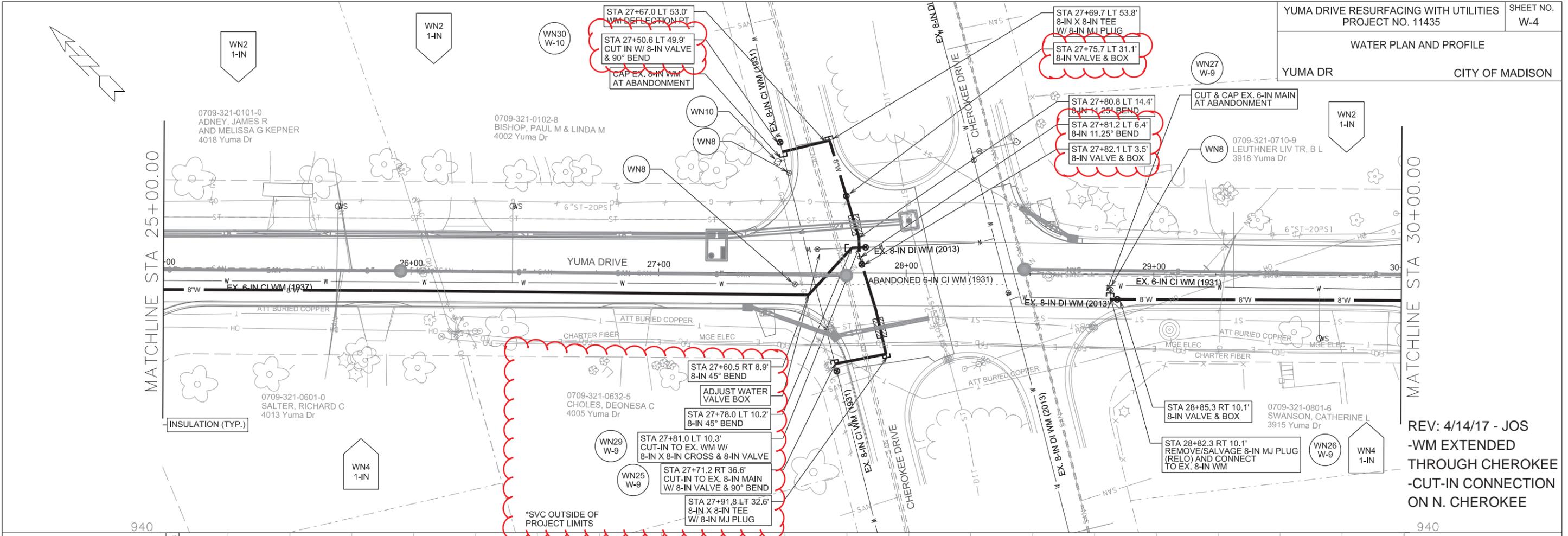


REV: 4/14/17 - JOS  
-WN2 AT 4108 YUMA  
-8-IN VALVES AT YUMA  
HIAWATHA INTERSECTION  
(2)



GENERAL REQUIREMENTS - WATER MAIN PROFILES:  
- MAINTAIN 6-FT BURY DEPTH UNLESS OTHERWISE INDICATED.  
- INSULATE ALL STORM X-INGS AND AREAS WITH < 5-FT COVER.  
- WM X-INGS OVER SEWERS REQUIRE 6-IN CLEARANCE (MIN.)  
- WM X-INGS UNDER SEWERS REQUIRE 18-IN CLEARANCE (MIN.)

PLOT SCALE: \_\_\_\_\_  
REV. DATE: \_\_\_\_\_  
ORIGINATOR: CITY OF MADISON, STREETS DIVISION



GENERAL REQUIREMENTS - WATER MAIN PROFILES:  
 - MAINTAIN 6-FT BURY DEPTH UNLESS OTHERWISE INDICATED.  
 - INSULATE ALL STORM X-INGS AND AREAS WITH < 5-FT COVER.  
 - WM X-INGS OVER SEWERS REQUIRE 6-IN CLEARANCE (MIN.)  
 - WM X-INGS UNDER SEWERS REQUIRE 18-IN CLEARANCE (MIN.)

REV: 4/14/17 - JOS  
 -WM EXTENDED  
 -CUT-IN CONNECTION  
 ON N. CHEROKEE

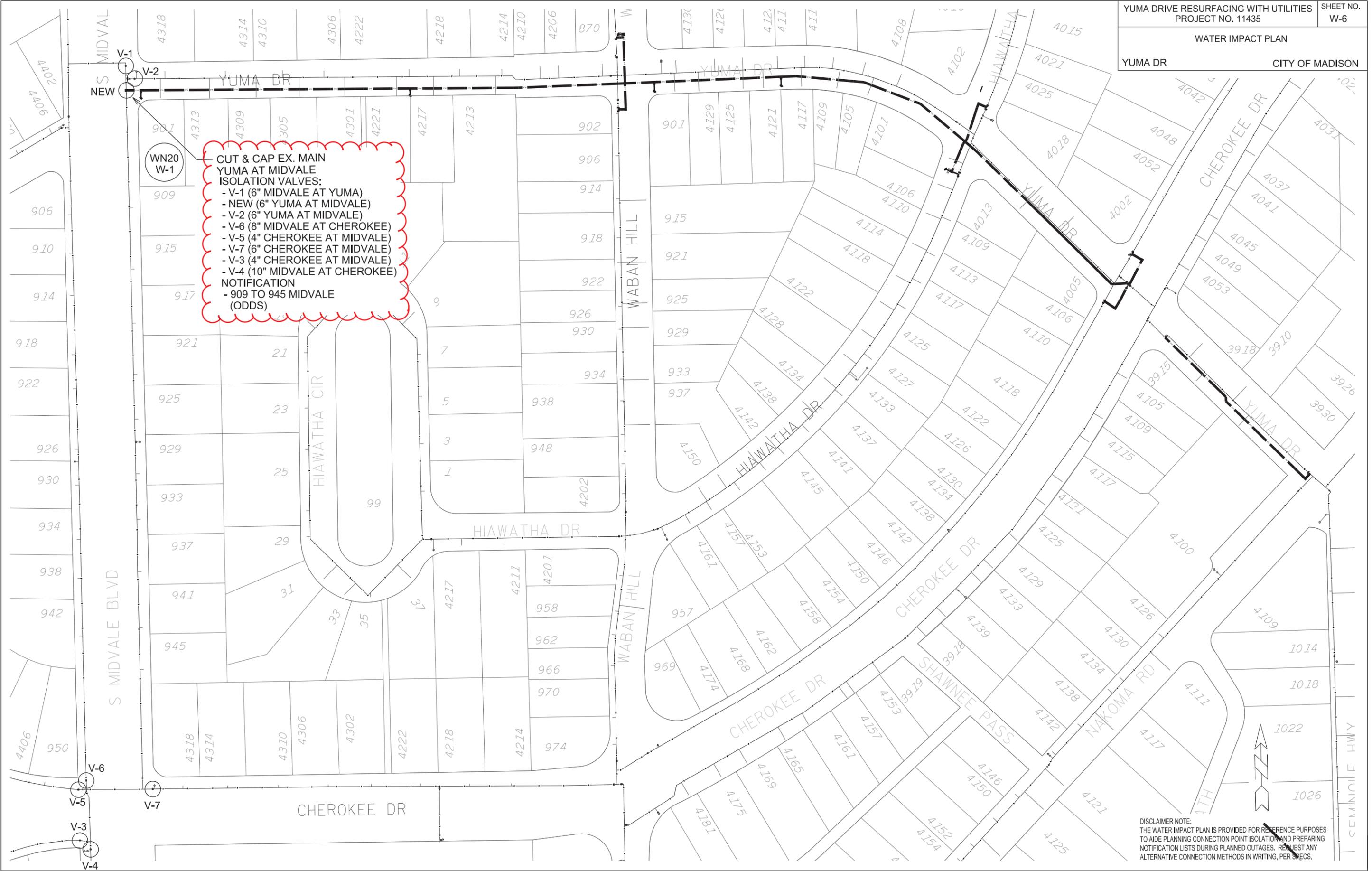
PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION





**CUT & CAP EX. MAIN YUMA AT MIDVALE ISOLATION VALVES:**

- V-1 (6" MIDVALE AT YUMA)
- NEW (6" YUMA AT MIDVALE)
- V-2 (6" YUMA AT MIDVALE)
- V-6 (8" MIDVALE AT CHEROKEE)
- V-5 (4" CHEROKEE AT MIDVALE)
- V-7 (6" CHEROKEE AT MIDVALE)
- V-3 (4" CHEROKEE AT MIDVALE)
- V-4 (10" MIDVALE AT CHEROKEE)

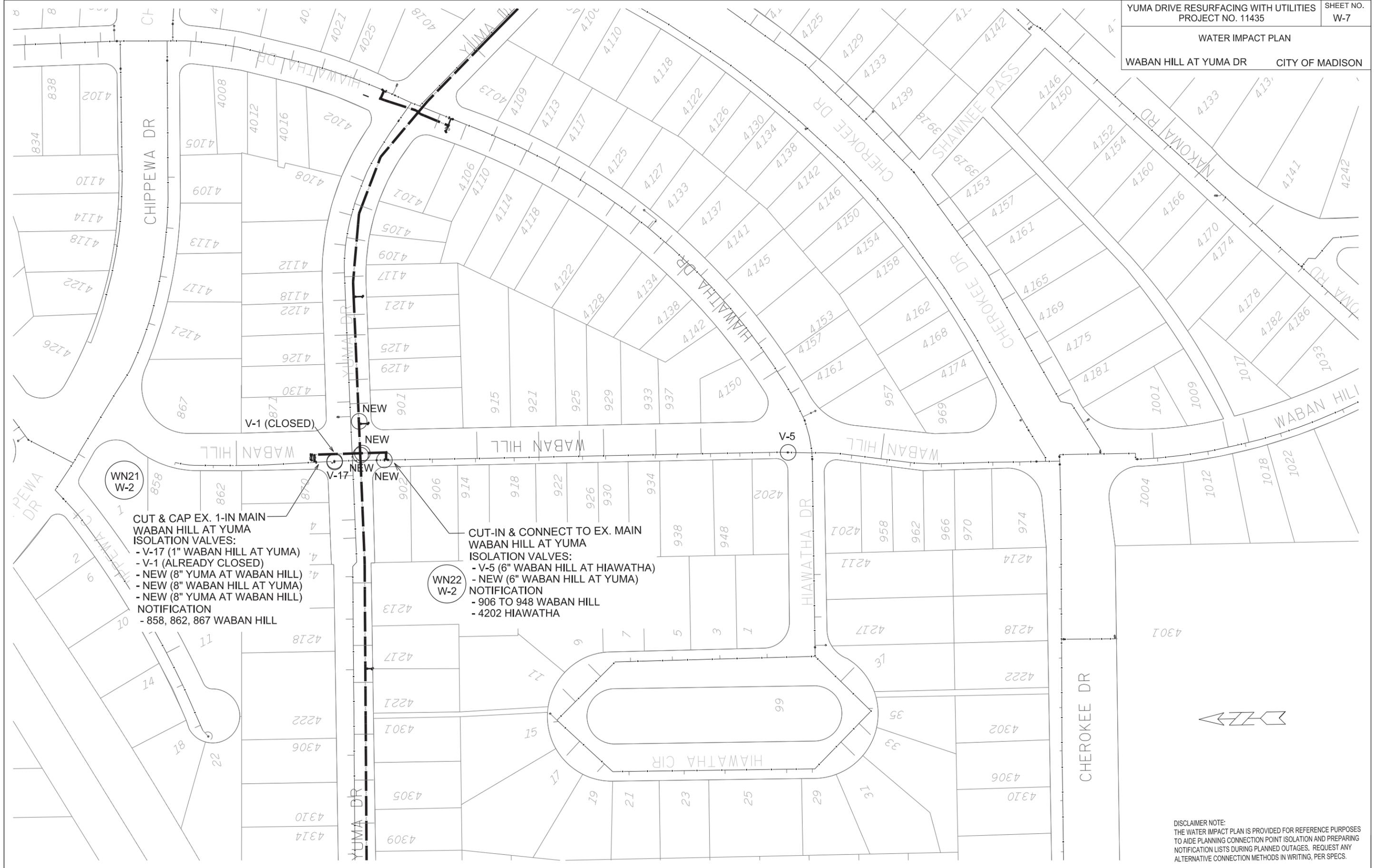
**NOTIFICATION**

- 909 TO 945 MIDVALE (ODDS)

WN20 W-1

DISCLAIMER NOTE:  
THE WATER IMPACT PLAN IS PROVIDED FOR REFERENCE PURPOSES TO AIDE PLANNING CONNECTION POINT ISOLATION AND PREPARING NOTIFICATION LISTS DURING PLANNED OUTAGES. REQUEST ANY ALTERNATIVE CONNECTION METHODS IN WRITING, PER SPECS.

PLOT SCALE: \_\_\_\_\_  
 PLOT NAME: \_\_\_\_\_  
 REV. DATE: \_\_\_\_\_  
 ORIGINATOR: CITY OF MADISON, STREETS DIVISION



**CUT & CAP EX. 1-IN MAIN WABAN HILL AT YUMA ISOLATION VALVES:**

- V-17 (1" WABAN HILL AT YUMA)
- V-1 (ALREADY CLOSED)
- NEW (8" YUMA AT WABAN HILL)
- NEW (8" WABAN HILL AT YUMA)
- NEW (8" YUMA AT WABAN HILL)

**NOTIFICATION**

- 858, 862, 867 WABAN HILL

**CUT-IN & CONNECT TO EX. MAIN WABAN HILL AT YUMA ISOLATION VALVES:**

- NEW (6" WABAN HILL AT HIAWATHA)
- NEW (6" WABAN HILL AT YUMA)

**NOTIFICATION**

- 906 TO 948 WABAN HILL
- 4202 HIAWATHA



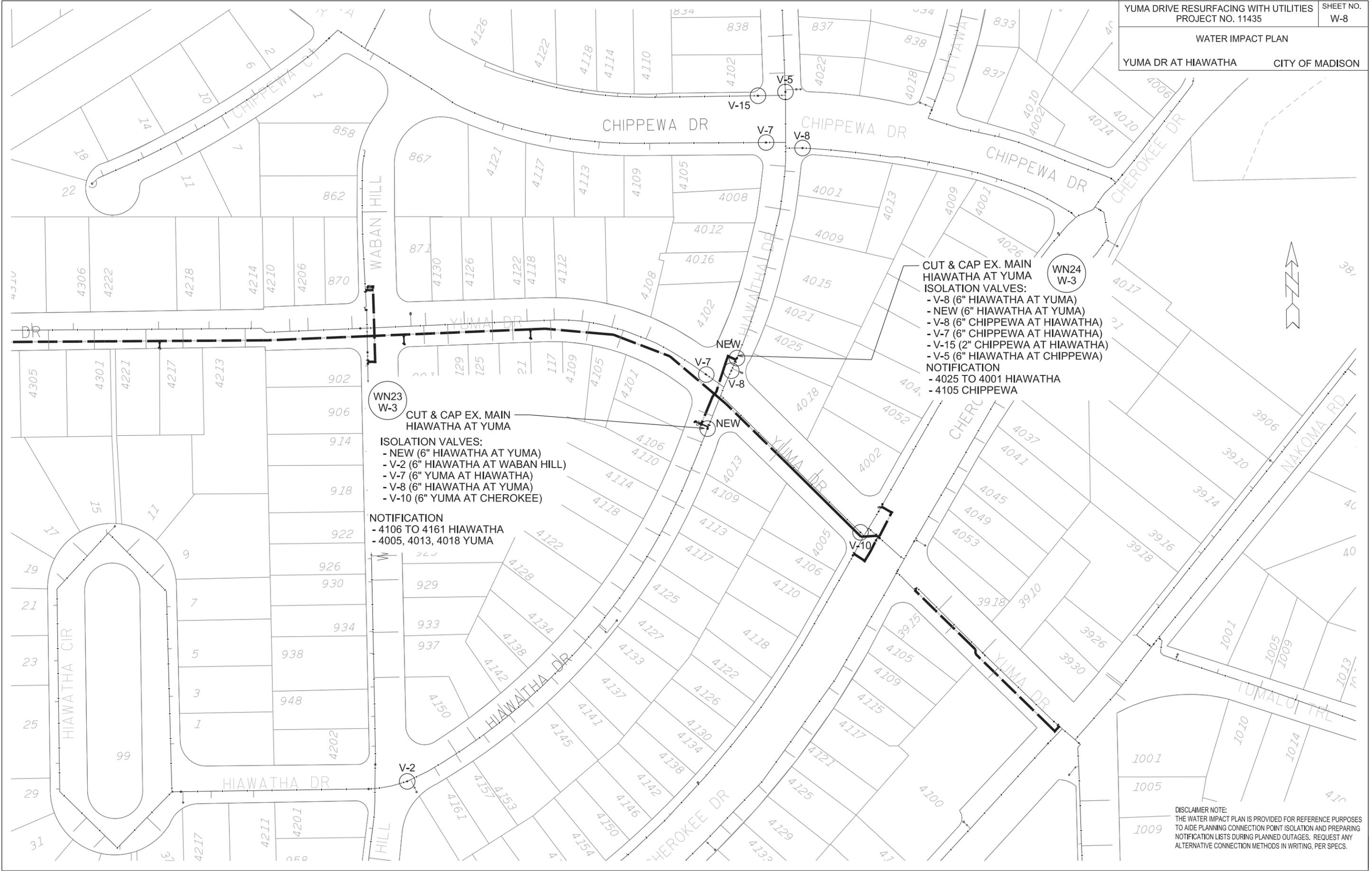
**DISCLAIMER NOTE:**  
THE WATER IMPACT PLAN IS PROVIDED FOR REFERENCE PURPOSES TO AIDE PLANNING CONNECTION POINT ISOLATION AND PREPARING NOTIFICATION LISTS DURING PLANNED OUTAGES. REQUEST ANY ALTERNATIVE CONNECTION METHODS IN WRITING, PER SPECS.

PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



**WN23 W-3**  
CUT & CAP EX. MAIN HIAWATHA AT YUMA

**ISOLATION VALVES:**

- NEW (6" HIAWATHA AT YUMA)
- V-2 (6" HIAWATHA AT WABAN HILL)
- V-7 (6" YUMA AT HIAWATHA)
- V-8 (6" HIAWATHA AT YUMA)
- V-10 (6" YUMA AT CHEROKEE)

**NOTIFICATION**

- 4106 TO 4161 HIAWATHA
- 4005, 4013, 4018 YUMA

**WN24 W-3**  
CUT & CAP EX. MAIN HIAWATHA AT YUMA

**ISOLATION VALVES:**

- V-8 (6" HIAWATHA AT YUMA)
- NEW (6" HIAWATHA AT YUMA)
- V-8 (6" CHIPPEWA AT HIAWATHA)
- V-7 (6" CHIPPEWA AT HIAWATHA)
- V-15 (2" CHIPPEWA AT HIAWATHA)
- V-5 (6" HIAWATHA AT CHIPPEWA)

**NOTIFICATION**

- 4025 TO 4001 HIAWATHA
- 4105 CHIPPEWA

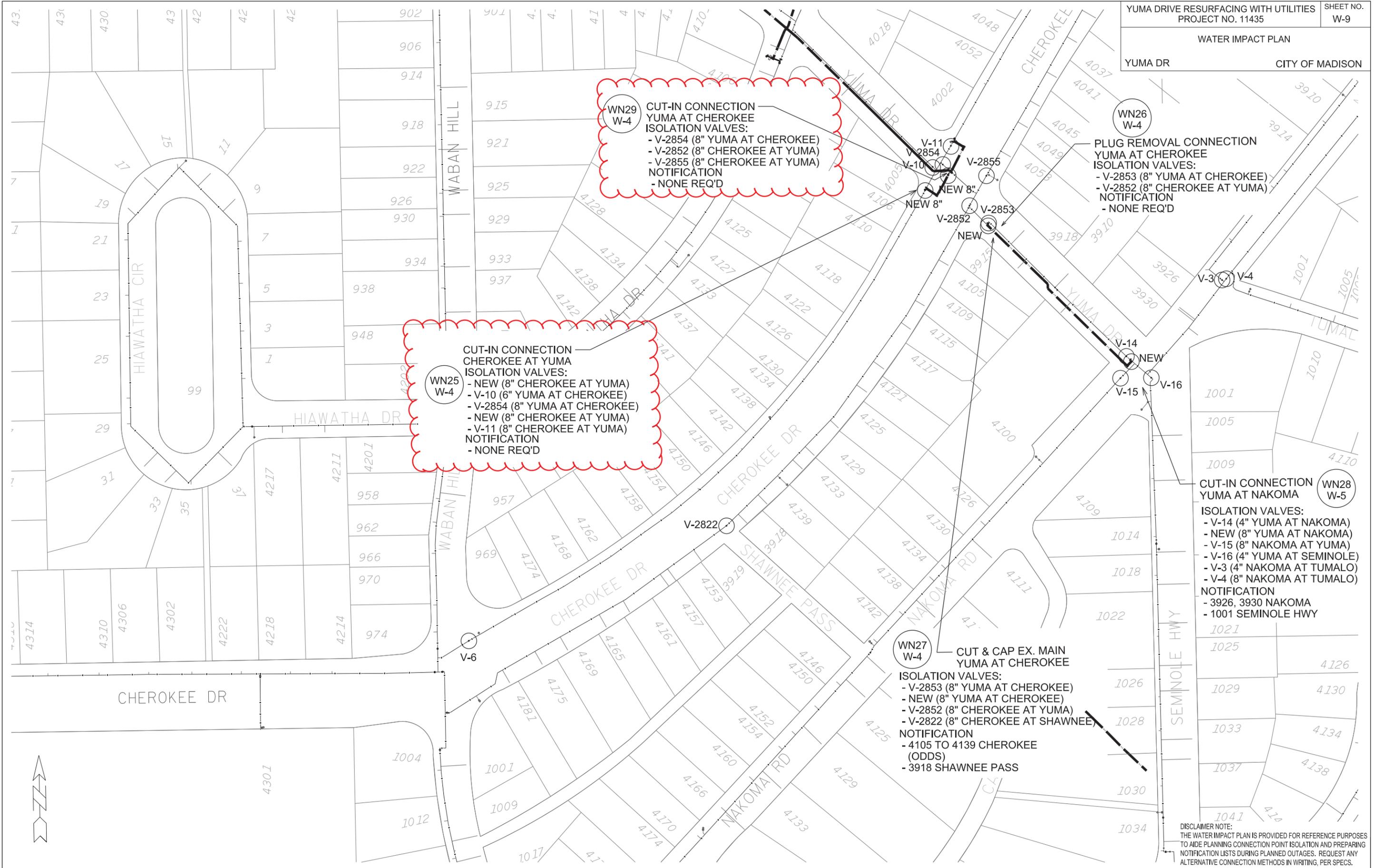
**DISCLAIMER NOTE:**  
THE WATER IMPACT PLAN IS PROVIDED FOR REFERENCE PURPOSES TO AIDE PLANNING CONNECTION POINT ISOLATION AND PREPARING NOTIFICATION LISTS DURING PLANNED OUTAGES. REQUEST ANY ALTERNATIVE CONNECTION METHODS IN WRITING, PER SPECS.

PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

DISCLAIMER NOTE:  
 THE WATER IMPACT PLAN IS PROVIDED FOR REFERENCE PURPOSES TO AIDE PLANNING CONNECTION POINT ISOLATION AND PREPARING NOTIFICATION LISTS DURING PLANNED OUTAGES. REQUEST ANY ALTERNATIVE CONNECTION METHODS IN WRITING, PER SPECS.



**CONSTRUCTION NOTES:**

1. CONSTRUCT NEW WATER MAIN 6.0' BELOW FINISHED GRADE, UNLESS OTHERWISE NOTED. INSULATE MAIN WITH POLYSTYRENE BOARD AT UTILITY CROSSINGS OR OTHER AREAS IDENTIFIED BY ENGINEER AS HAVING INADEQUATE COVER.
2. VERIFY SIZE OF EXISTING WATER SERVICES AND RECONNECT SERVICES AS INDICATED.
3. MINIMIZE DISRUPTION OF SERVICE TO EXISTING CUSTOMERS. NOTIFY PER CONTRACT REQUIREMENTS OF ANY PLANNED WATER OUTAGE.
4. THE EXISTING UTILITIES SHOWN ON THIS PLAN REPRESENT THE BEST INFORMATION AVAILABLE TO THE WATER UTILITY AT THE TIME OF PLAN PREPARATION. CONTRACTOR IS RESPONSIBLE FOR HAVING EACH UTILITY LOCATED PRIOR TO COMMENCING 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 THE WATER MAIN IS CUT OFF.
- WN4 DISCONNECT 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 COPPER SERVICE
- WN20+ SEE WATER IMPACT PLAN FOR CONNECTION POINT ISOLATION AND WATER SHUT-OFF NOTIFICATION INFORMATION.

REV: 4/14/17 - JOS  
 MATERIALS UPDATED TO MATCH DESIGN CHANGES

**ESTIMATE OF MATERIALS SUPPLIED BY CONTRACTOR:**

*\* ESTIMATE OF MATERIALS IS FOR INFORMATION ONLY. ENGINEER DOES NOT GUARANTEE ACCURACY OF MATERIAL TAKE-OFF.*

- |                       |                      |
|-----------------------|----------------------|
| 20-FT - 4-IN PIPE     | 3 - 6-IN 90° BEND    |
| 120-FT - 6-IN PIPE    | 5 - 8-IN 11.25° BEND |
| 2440-FT - 8-IN PIPE   | 2 - 8-IN 22.5° BEND  |
| 1 - 4-IN VALVE & BOX  | 4 - 8-IN 45° BEND    |
| 9 - 6-IN VALVE & BOX  | 2 - 8-IN 90° BEND    |
| 11 - 8-IN VALVE & BOX | 7 - 8-IN MJ PLUG     |
| 1 - 4-IN X 4-IN TEE   | 1 - 1-IN MJ CAP      |
| 1 - 8-IN X 4-IN TEE   | 1 - 4-IN MJ CAP      |
| 7 - 8-IN X 6-IN TEE   | 5 - 6-IN MJ CAP      |
| 2 - 8-IN X 8-IN TEE   | 3 - 8-IN MJ CAP      |
| 2 - 8-IN X 6-IN CROSS | 6 - HYDRANT          |
| 3 - 8-IN X 8-IN CROSS | 2840-FT - POLY WRAP  |
|                       | 144 - FT INSULATION  |

**MATERIALS SUPPLIED BY CITY:**

*\* ESTIMATE OF MATERIALS IS FOR INFORMATION ONLY. ENGINEER DOES NOT GUARANTEE ACCURACY OF MATERIAL TAKE-OFF.*

- 1 - 8-IN TAPPING SLEEVE
- 1 - 8-IN TAPPING VALVE

**ESTIMATE OF MATERIALS SALVAGED:**

*\* ESTIMATE OF MATERIALS IS FOR INFORMATION ONLY. ENGINEER DOES NOT GUARANTEE ACCURACY OF MATERIAL TAKE-OFF.*

- 1 - 8-IN MJ PLUG

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN  
 CALL DIGGERS HOTLINE  
 TOLL FREE  
 811 OR 1-800-242-8511  
 FAX-A-LOCATE 1-800-338-3860  
 TDD (FOR HEARING IMPAIRED) 1-800-542-2289

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

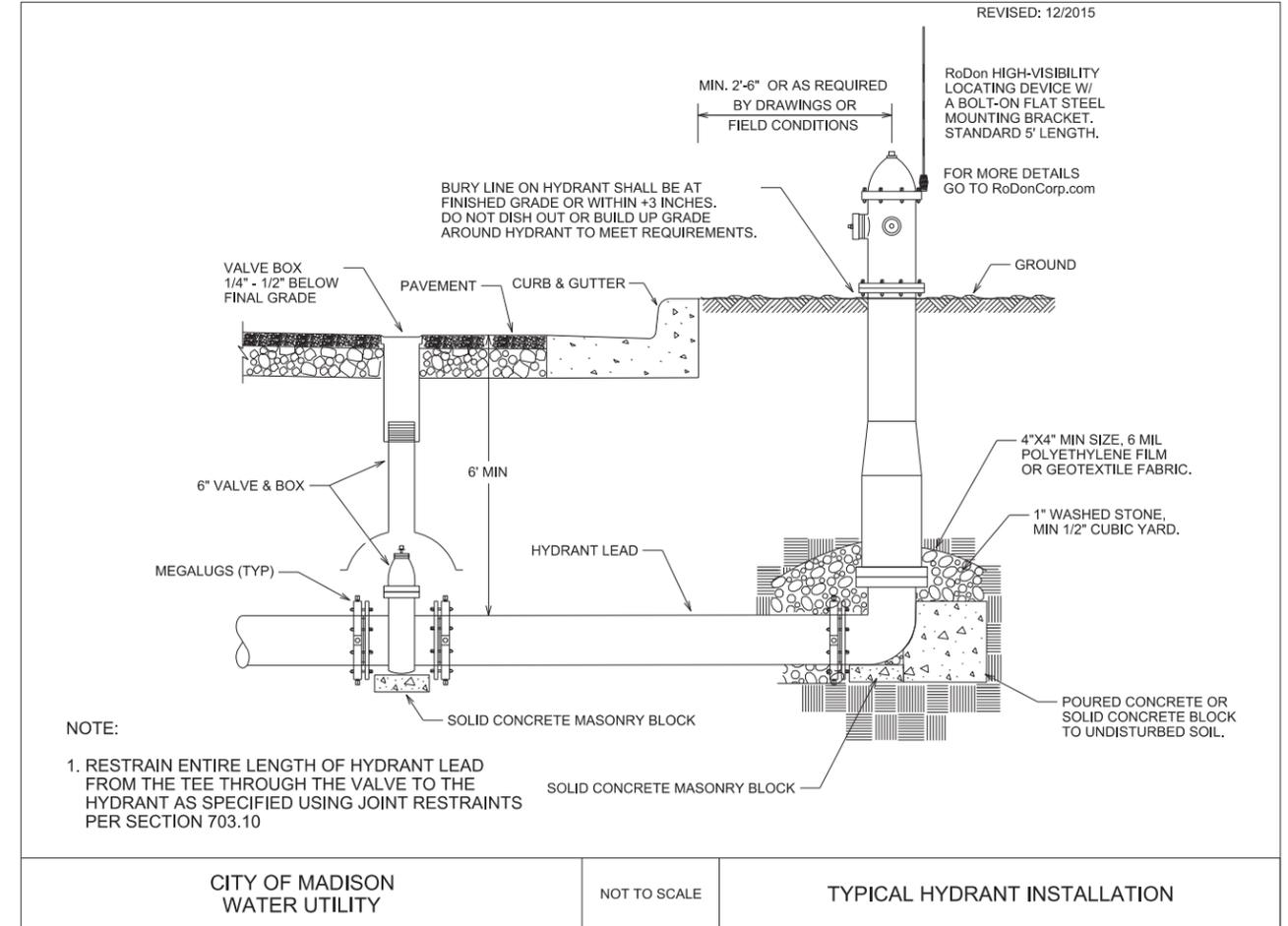


**DISCLAIMER NOTE:**  
 UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO COMMENCING WORK.

**PART VII - WATER MAINS AND SERVICE LATERALS**

**DETAIL DRAWING NO. 7.04**

REVISED: 12/2015



CITY OF MADISON  
 WATER UTILITY

NOT TO SCALE

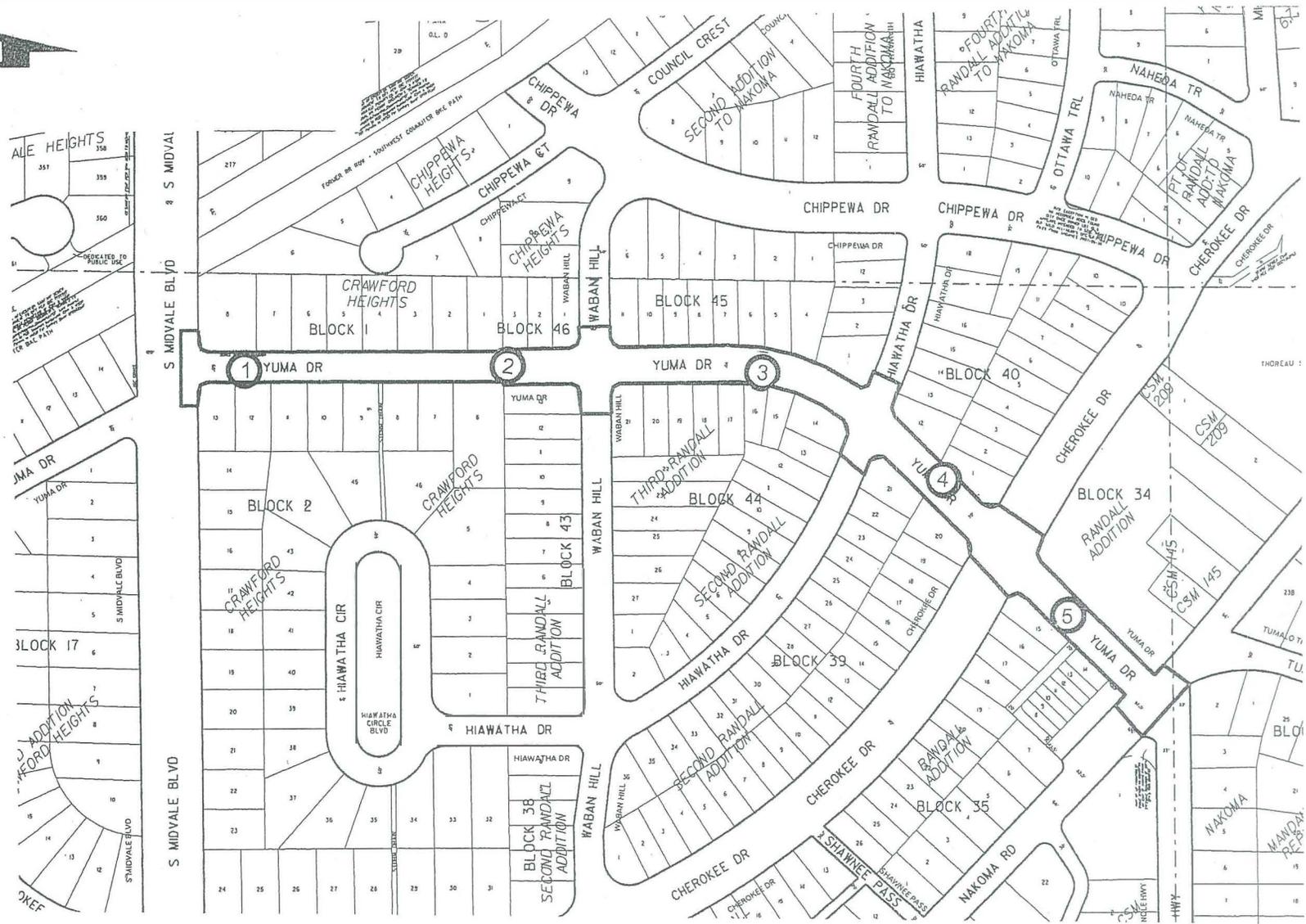
TYPICAL HYDRANT INSTALLATION

PLOT SCALE: \_\_\_\_\_

PLOT NAME: \_\_\_\_\_

REV. DATE: \_\_\_\_\_

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



Legend

⑤ Denotes Boring Location (approximate)

Notes

1. Soil borings performed by Badger State Drilling in October 2016

<p style="text-align: center;"><b>CGC, Inc.</b></p>				<p><b>SOIL BORING LOCATION PLAN</b>  <b>Yuma Drive</b>  <b>Madison, Wisconsin</b></p>	
DWN: -	APP'D: MNS	Date: 11/16	C16051-17		



# LOG OF TEST BORING

Project Yuma Drive  
125'E of Midvale, 12'S of CL  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-17  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	6 in. Asphalt Pavement/3 in. Base Course				
1	6	M	11		Hatched	FILL: Medium Stiff, Brown Lean Clay to 3 ft				
					Grid	(0.75)				
2	14	M	11		Grid					
				5	Dotted					
3	14	M	23		Dotted					
					Dotted					
4	12	M	37		Dotted					
				10	Dotted					
5	6	M	50/3"		Dotted					
				15	Brick	Weathered to Competent BEDROCK				
					Brick	End Boring at 15 ft				
					Brick	Borehole backfilled with bentonite chips and asphalt patch				
				20	Brick					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 10/18/16 End 10/18/16  
 Driller BSD Chief KD Rig CME-55  
 Logger NB Editor ESF  
 Drill Method 2.25" HSA; Automatic Hammer

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



# LOG OF TEST BORING

Project Yuma Drive  
150'W of Waban, 12'S of CL  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-17  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	5 in. Asphalt Pavement/6 in. Base Course				
1	8	M	11		1	Very Stiff, Brown Lean CLAY (CL)				
					2	(2.25)				
2	10	M	10		3					
					5	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	14	M	25		4					
					5					
4	14	M	20		10	Dense, Light Brown Sandy SILT (ML)				
					15	End Boring at 15 ft				
5	14	M	46		15	Borehole backfilled with bentonite chips and asphalt patch				
					20					
					20					

WATER LEVEL OBSERVATIONS	
While Drilling <input checked="" type="checkbox"/> <u>NW</u>	Upon Completion of Drilling _____
Time After Drilling _____	_____
Depth to Water _____	_____
Depth to Cave in _____	_____

GENERAL NOTES	
Start <u>10/18/16</u>	End <u>10/18/16</u>
Driller <u>BSD</u>	Chief <u>KD</u> Rig <u>CME-55</u>
Logger <u>NB</u>	Editor <u>ESF</u>
Drill Method <u>2.25" HSA; Automatic</u>	
<u>Hammer</u>	

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



# LOG OF TEST BORING

Project Yuma Drive  
195'W of Hiawatha, 10'S of CL  
 Location Madison, Wisconsin

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-17  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	6 in. Asphalt Pavement/3 in. Base Course				
1	14	M	12	12		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	16	M	22	22						
3	18	M	39	39						
4	16	M	34	34						
5	16	M	40	40						
				15		End Boring at 15 ft				
				20		Borehole backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS	
While Drilling <input checked="" type="checkbox"/> <u>NW</u>	Upon Completion of Drilling _____
Time After Drilling _____	_____
Depth to Water _____	_____
Depth to Cave in _____	_____

GENERAL NOTES	
Start <u>10/18/16</u>	End <u>10/18/16</u>
Driller <u>BSD</u> Chief <u>KD</u>	Rig <u>CME-55</u>
Logger <u>NB</u> Editor <u>ESF</u>	
Drill Method <u>2.25" HSA; Automatic Hammer</u>	

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



# LOG OF TEST BORING

Project Yuma Drive  
200'NW of Cherokee, 12'NE of CL  
 Location Madison, Wisconsin

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-17  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	6 in. Asphalt Pavement/3 in. Base Course				
1	AS	0	M	7	7	FILL: Brown Clay with Sand and Gravel				
					10	Stiff, Brown Lean CLAY (CL)				
2		10	M	7	10	(1.5)				
					14	Dense, Brown-Light Brown Fine to Coarse SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)				
3		14	M	37	14					
					12	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		12	M	27	12					
					16	End Boring at 15 ft				
5		16	M	22	16	Borehole backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	Start	10/18/16	End	10/18/16	
Time After Drilling					Driller	BSD	Chief	KD	Rig CME-55
Depth to Water				<input checked="" type="checkbox"/>	Logger	NB	Editor	ESF	
Depth to Cave in					Drill Method	2.25" HSA; Automatic Hammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



# LOG OF TEST BORING

Project Yuma Drive  
110'NW of Nakoma, 17'SW of CL  
 Location Madison, Wisconsin

Boring No. 5  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C16051-17  
 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.	FHWA Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					X	6.5 in. Asphalt Pavement				
1	10	M		20	█	FILL: Medium Dense, Brown-Light Brown Fine to Coarse Sand, Some Gravel, Trace to Little Silt to 3 ft				
2	16	M		20	█	Medium Dense, Light Brown Silty Fine SAND, Some Gravel to 5.5 ft				
3	14	M		23	█	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4	14	M		26	█					
5	12	M	64/10"	14.5	█	Cobble/Boulder/Possible Bedrock Encountered at 14.5 ft				
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>10/18/16</u> End <u>10/18/16</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>NB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Automatic Hammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Assistant City Engineer**

Michael R. Dailey, P.E.

**Principal Engineer 2**

Gregory T. Fries, P.E.

**Principal Engineer 1**

Christina M. Bachmann, P.E.

Eric L. Dundee, P.E.

John S. Fahrney, P.E.

Christopher J. Petykowski, P.E.

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager

**Operations Manager**

Kathleen M. Cryan

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

April 19, 2017

**NOTICE OF ADDENDUM:  
ADDENDUM 1**

**CONTRACT NO. 7850  
YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017**

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

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

**PLANS:**

**REMOVE**

- Remove Sheet U-8
- Remove Sheets W-1 to W-11

**INSERT**

- Insert Sheets U-8 (revised 4-17-17)
  - Revised sheet to clarify S-11 structure type in Storm Sewer Schedule.
- Insert Sheets W-1 to W-11 (revised 4-14-17)
  - W-1: Revised S Midvale connection and insulated water lateral.
  - W-2: Service laterals insulated at storm sewer crossings.
  - W-3: Service reconnect at 4108 Yuma and Hiawatha intersection valves.
  - W-4: Revised Cherokee intersection connections.
  - W-5: (reprint only)
  - W-6: Revised S Midvale connection information.
  - W-7: (reprint only)
  - W-8: (reprint only)
  - W-9: Revised Cherokee connection information.
  - W-10: Revised Cherokee connection information.
  - W-11: Revised estimate of materials based on above changes.

**SPECIAL PROVISIONS:**

None

**PROPOSAL:**

A summary of the changes to the proposal is as follows:

Action	Bid Item	Description	Quantity	Units
MODIFY	50401	12 INCH TYPE I RCP STORM SEWER PIPE	129	L.F.
MODIFY	50403	18 INCH TYPE I RCP STORM SEWER PIPE	117.5	L.F.
MODIFY	50434	18 INCH TYPE II PAVEMENT STORM SEWER PIPE	252	L.F.
MODIFY	70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	120	L.F.
MODIFY	70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	2440	L.F.
MODIFY	70031	FURNISH AND INSTALL 6-INCH WATER VALVE	9	EACH
MODIFY	70032	FURNISH AND INSTALL 8-INCH WATER VALVE	11	EACH
MODIFY	70040	FURNISH, INSTALL AND SALVAGE HYDRANT	6	EACH
MODIFY	70080	CUT-IN—OR CONNECT TO EXISTING WATER SYSTEM	6	EACH
MODIFY	70081	FURNISH EXCAVATION AND DITCH FOR LIVE TAP	1	EACH
MODIFY	70082	CUT OFF EXISTING WATER MAIN	9	EACH
MODIFY	70090	ABANDON WATER VALVE BOX	12	EACH
MODIFY	70101	FURNISH AND INSTALL STYROFOAM	144	L.F.

-----  
 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.



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

RFP: cwd, arw

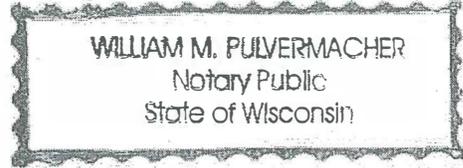
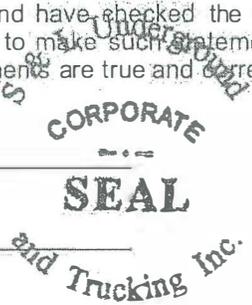
SECTION E: BIDDERS ACKNOWLEDGEMENT

YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7850

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
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 and Trucking Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_, an individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

B. Z. Z.  
SIGNATURE  
President  
TITLE, IF ANY



Sworn and subscribed to before me this  
21 day of April, 2017  
William M. Pulvermacher

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

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

## Contract 7850 – S&L Underground and Trucking, Inc.

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

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

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

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

### Best Value Contracting

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

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

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

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

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

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

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

YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7850

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 and Trucking, Inc.  
Address: W10440 Cty Rd K, P.O. Box 1167 Lodi, WI 53555  
Telephone Number: 608-592-0625 Fax Number: 608-592-3804  
Contact Person/Title: Bill Pulvermacher, Estimator

Prime Bidder Certification

I, Ben Larrabee, President of  
Name Title  
S+L Underground and Trucking, 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 Scala B. J. J.  
Witness' Signature Bidder's Signature  
4/21/2017  
Date





YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
 CONTRACT NO. 7850  
 DATE: 4/21/17

S & L Underground and  
 Trucking, Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$7,615.00	\$7,615.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	150.00	\$9.00	\$1,350.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	150.00	\$9.00	\$1,350.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$45,000.00	\$45,000.00
20101.0 - EXCAVATION CUT - C.Y.	3567.00	\$17.50	\$62,422.50
20219.0 - BREAKER RUN - TON	1075.00	\$11.00	\$11,825.00
20221.0 - TOPSOIL - S.Y.	1875.00	\$2.90	\$5,437.50
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	475.00	\$1.50	\$712.50
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	3550.00	\$2.72	\$9,656.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	11035.00	\$2.30	\$25,380.50
20701.0 - TERRACE SEEDING - S.Y.	1875.00	\$1.85	\$3,468.75
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1875.00	\$1.45	\$2,718.75
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	2380.00	\$14.95	\$35,581.00
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	1020.00	\$14.95	\$15,249.00
30208.0 - HAND FORMED CONCRETE CURB AND GUTTER(TREE LOCATIONS) - L.F.	150.00	\$30.00	\$4,500.00
30211.0 - TRAFFIC CIRCLE MOUNTABLE CONCRETE CURB AND GUTTER - L.F.	80.00	\$50.00	\$4,000.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	4875.00	\$5.40	\$26,325.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	6160.00	\$5.80	\$35,728.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	152.00	\$25.00	\$3,800.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 - TON	4600.00	\$13.80	\$63,480.00
40202.0 - HMA PAVEMENT, TYPE E-1 - TON	2050.00	\$53.60	\$109,880.00
40211.0 - TACK COAT - GAL	770.00	\$1.70	\$1,309.00
40410.0 - CONCRETE SPEED HUMP - S.Y.	290.00	\$72.00	\$20,880.00
20217.0 - CLEAR STONE - TON	1200.00	\$8.00	\$9,600.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$400.00	\$2,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	8.00	\$932.00	\$7,456.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	2.00	\$250.00	\$500.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	21.00	\$250.00	\$5,250.00
21017.0 - SILT SOCK (8INCH) - COMPLETE - L.F.	15.00	\$15.00	\$225.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$3,950.00	\$3,950.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	9.00	\$40.00	\$360.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	18.00	\$40.00	\$720.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	9.00	\$40.00	\$360.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	24.00	\$105.00	\$2,520.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	48.00	\$50.00	\$2,400.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	24.00	\$50.00	\$1,200.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	129.00	\$72.00	\$9,288.00
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	117.50	\$72.00	\$8,460.00
50741.0 - TYPE H INLET - EACH	14.00	\$2,300.00	\$32,200.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1725.50	\$0.01	\$17.26
20312.0 - REMOVE CATCHBASIN - EACH	1.00	\$583.00	\$583.00
20313.0 - REMOVE INLET - EACH	6.00	\$470.00	\$2,820.00
20314.0 - REMOVE PIPE (STORM) - L.F.	212.00	\$22.00	\$4,664.00
20336.0 - PIPE PLUG (STORM) - EACH	2.00	\$220.00	\$440.00
20502.0 - ADJUST CATCHBASIN - EACH	2.00	\$268.00	\$536.00

YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
 CONTRACT NO. 7850  
 DATE: 4/21/17

S & L Underground and  
 Trucking, Inc.

Item	Quantity	Price	Extension
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	441.00	\$73.00	\$32,193.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	117.50	\$76.00	\$8,930.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	370.00	\$81.00	\$29,970.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	146.50	\$86.00	\$12,599.00
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	43.50	\$72.00	\$3,132.00
50434.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	252.00	\$76.00	\$19,152.00
50436.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	46.00	\$85.00	\$3,910.00
50499.0 - CONCRETE COLLAR - EACH	1.00	\$500.00	\$500.00
50723.0 - 3'X3' STORM SAS - EACH	6.00	\$4,125.00	\$24,750.00
50726.0 - 6'X6' STORM SAS - EACH	1.00	\$7,560.00	\$7,560.00
50762.0 - TERRACE INLET TYPE II - EACH	1.00	\$3,340.00	\$3,340.00
50792.0 - STORM SEWER TAP - EACH	2.00	\$738.00	\$1,476.00
50801.0 - UTILITY LINE OPENING - EACH	15.00	\$570.00	\$8,550.00
90030.0 - 3'X6' STORM SAS - EACH	3.00	\$5,350.00	\$16,050.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	13.00	\$785.00	\$10,205.00
20314.0 - REMOVE PIPE (SANITARY) - L.F.	161.00	\$30.00	\$4,830.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	0.50	\$2,100.00	\$1,050.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	3068.00	\$0.01	\$30.68
50301.0 - 8" PVC SEWER PIPE (SDR 35) - L.F.	2018.00	\$89.00	\$179,602.00
50354.0 - SANITARY SEWER LATERAL (SDR 35)-RESURFACING - L.F.	1050.00	\$29.00	\$30,450.00
50355.0 - RECONNECT - EACH	37.00	\$2,425.00	\$89,725.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$9,200.00	\$9,200.00
50701.0 - 4' DIA SAS - EACH	14.00	\$3,325.00	\$46,550.00
50791.0 - SANITARY SEWER TAP - EACH	7.00	\$1,184.00	\$8,288.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	82.00	\$73.00	\$5,986.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	1.00	\$570.00	\$570.00
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	20.00	\$102.00	\$2,040.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	120.00	\$89.00	\$10,680.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2440.00	\$95.00	\$231,800.00
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	1.00	\$1,290.00	\$1,290.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	9.00	\$1,583.00	\$14,247.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	11.00	\$2,050.00	\$22,550.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	6.00	\$4,173.00	\$25,038.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	3.00	\$3,542.00	\$10,626.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	38.00	\$1,002.00	\$38,076.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$1,280.00	\$1,280.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$1,435.00	\$8,610.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,390.00	\$1,390.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	9.00	\$1,472.00	\$13,248.00
70090.0 - ABANDON WATER VALVE BOX - EACH	12.00	\$163.00	\$1,956.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	144.00	\$13.00	\$1,872.00
70104.0 - ADJUST WATER VALVE BOX - EACH	1.00	\$298.00	\$298.00
90031 - SCREEN TREATMENT DEVICE - EACH	1.00	\$35,000.00	\$35,000.00
88 Items	Totals		\$1,571,817.44

## SECTION G: BID BOND

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

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

### **YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7850**

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 and Trucking, Inc.

Name of Principal

Ben Larrabee  
By

4/21/2017

Date

Ben Larrabee, President  
Name and Title

Seal SURETY

Granite Re, Inc.

Name of Surety

Connie Smith  
By

04/14/2017

Date

Connie Smith, Attorney-in-Fact  
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2017 and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

04/14/2017

Date

Connie Smith

Connie Smith

Agent Signature

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

#### NOTE TO SURETY & PRINCIPAL

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

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

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

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

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

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

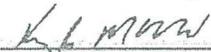
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



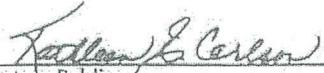
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Notary Public

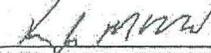
**GRANITERE, INC.**  
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
14 day of April, 2013



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

## SECTION H: AGREEMENT

THIS AGREEMENT made this 23 day of JUNE in the year Two Thousand and Seventeen between S&L UNDERGROUND, INC. (f/n/a S & L UNDERGROUND AND TRUCKING, INC.) hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 16, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7850

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 FIVE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVENTEEN AND 44/100 (\$1571,817.44) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l),<sup>1</sup> 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.

**YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7850**

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

Countersigned:

Erika Scacala                      6/23/17  
Witness                                      Date

Erika Scacala                      6/23/17  
Witness                                      Date

S&L UNDERGROUND, INC. (f/n/a S & L  
UNDERGROUND AND TRUCKING, INC.

Company Name  
B. J. Zuh  
President  
D. Dawson  
Secretary



CITY OF MADISON, WISCONSIN

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

[Signature]  
Finance Director

Approved as to form:

[Signature]  
City Attorney

Signed this 24 day of July, 2017

[Signature]  
Witness

[Signature]                      24 July 2017  
Mayor                                      Date

[Signature]  
Witness

[Signature]                      7-19-17  
City Clerk                                      Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we S&L UNDERGROUND, INC. (f/n/a S & L UNDERGROUND AND TRUCKING, INC.) as principal, and Granite Re, Inc.

Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED SEVENTEEN AND 44/100 (\$1,571,817.44) 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:

**YUMA DRIVE RESURFACING ASSESSMENT DISTRICT - 2017  
CONTRACT NO. 7850**

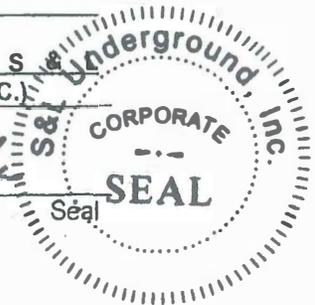
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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 23rd day of June, 2017

Countersigned:

S&L UNDERGROUND, INC. (f/n/a S & L UNDERGROUND AND TRUCKING, INC.)  
Company Name (Principal)

Bryan J. Zamboni  
President



Erika K. Slawik  
Witness

Danaese  
Secretary

Granite Re, Inc.

Surety Seal  
 Salary Employee  Commission

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

Approved as to form:

Neil P. My  
City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 2587929-16472915 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

06/23/2017

Date

Connie Smith  
Agent Signature **Connie Smith**

# J. RYAN RYAN BONDING, INC.

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P.O. Box 465 • Hudson, WI 54016-0465  
800/535-0006 • Fax 800/501-0989

Friday, July 21, 2017

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

Dear Doran,

I approve the City correcting bond number GRWI24375B changing the license number from 2587929 to 16492915.

Sincerely,

  
Connie Smith

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

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

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

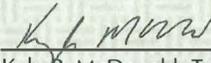
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

**In Witness Whereof**, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

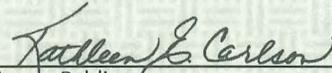


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

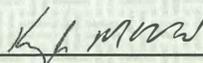
**GRANITE RE, INC.**  
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 13 day of JUNE, 2013



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer