### Contract Routing Form

ROUTING: Routine printed on: 05/04/2018

Contract between: S&L Underground, Inc. and Dept. or Division: Engineering Division

Name/Phone Number:

Project: Gilson Street Reconstruction Assessment District - 2018 and

Pine Street Reconstruction Assessment District - 2018

Contract No.: 8116 File No.: 51218 Enactment No.: RES-18-00340 Enactment Date:

Dollar Amount: 1,038,377.22

# (Please DATE before routing)

Signatures Required		Date Received	Date Signed
City Clerk		5-8-2018	5-8-2018
Director of Civil Rights		5.8.18	15.8.18 FNS
Risk Manager		5.9.18	1 5.9.18 mee
Finance Director		1 5.9.18	1 5-11-8 Ru
City Attorney	Sio	5-11-18	15-15-18
Mayor		05.15.18	10.16.18

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

Original + 2 Copies

05/04/2018 09:50:57 enjls - LeAnne Hannan, 266-4057

Dis Rights: OK ANA / Problem - Hold Prev Wage: AA / Agency / No 22 Contract Value: 1038377.

AA Plan: Approved Amendment / Addendum #\_\_\_\_\_

Type: POS / Dvlp / Sbdv / Gov't / Grant / PW / Goal / Loan / Agrmt



# City of Madison

City of Madison Madison, WI 53703 www.cityofmadison.com

# Legislation Details (With Text)

File #:

51218

Version: 1

Name:

Awarding Public Works Contract No. 8116, Gilson

Street Reconstruction Assessment District - 2018; Pine Street Reconstruction Assessment District -

2018.

Type:

Resolution

Status:

Passed

File created:

4/12/2018

In control:

**BOARD OF PUBLIC WORKS** 

On agenda:

5/1/2018

Final action:

5/1/2018

Enactment date: 5/7/2018

Enactment #:

RES-18-00340

Title:

Awarding Public Works Contract No. 8116, Gilson Street Reconstruction Assessment District - 2018;

Pine Street Reconstruction Assessment District - 2018.

Sponsors:

**BOARD OF PUBLIC WORKS** 

Indexes:

Code sections:

Attachments:

1. Contract 8116 .pdf

Date	Ver.	Action By	Action	Result
5/1/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/18/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
4/12/2018	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Gilson Street and Pine Street reconstruction projects at a total estimated cost of \$1,121,470. The reconstruction of these streets are planned within the adopted 2018 capital budget via the Engineering Major Streets Reconstruction Streets capital program (MUNS 11180); \$14,83 million is budgeted for the program in 2018. The total estimated project cost assigned to the Engineering budget and associated utilities is as follows:

Engineering Major Streets - \$450,510 Stormwater Utility - \$29,530 Sewer Utility - \$391,260 Water Utility - \$250,170

Awarding Public Works Contract No. 8116, Gilson Street Reconstruction Assessment District - 2018; Pine Street Reconstruction Assessment District - 2018.

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.

City of Madison

Page 1 of 2



File #: 51218, Version: 1	
See attached document (Contract No. 8116) for itemization of bids.	

# CONTRACT NO. 8116

GILSON STREET RECONSTRUCTION ASSESSMENT – 2018; PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT- 2018

S & L UNDERGROUND, INC.

\$1,038,377.22

Acct. No. 10901-402-170:54410 (91350)	\$185,746.43
Contingency 8% <u>+</u>	<u>14,863.57</u>
Sub-Total	\$200,610.00
Acct. No. 11180-402-170:54410 (91350)	\$176,080.32
Contingency 8% <u>+</u>	<u>14,089.68</u>
Sub-Total	\$190,170.00
Acct. No. 10901-402-174:54445 (91345)	\$33,990.00
Contingency 8% <u>+</u>	<u>2,720.00</u>
Sub-Total	\$36,710.00
Acct. No. 11180-402-174:54445 (91345)	\$21,310.00
Contingency 8% <u>+</u>	<u>1,710.00</u>
Sub-Total	\$23,020.00
Acct. No. 10901-84-174:54445 (91345)	\$25,003.17
Contingency 8% <u>+</u>	<u>1,996.83</u>
Sub-Total	\$27,000.00
Acct. No. 11180-84-174:54445 (91345)	\$2,339.94
Contingency 8% <u>+</u>	<u>190.06</u>
Sub-Total	\$2,530.00
Acct. No. 10901-83-173:54445 (91345)	\$176,643.78
Contingency 8% <u>+</u>	<u>14,136.22</u>
Sub-Total	\$190,780.00
Acct. No. 11180-83-173:54445 (91345)	\$185,625.98
Contingency 8% <u>+</u>	<u>14,854.02</u>
Sub-Total	\$200,480.00
Acct. No. 10901-86-179:54445 (91360)	\$102,097.60
Contingency 8% <u>+</u>	<u>8,172.40</u>
Sub-Total	\$110,270.00
Acct. No. 11180-86-179:54445 (91360)	\$129,540.00
Contingency 8% <u>+</u>	<u>10,360.00</u>
Sub-Total	\$139,900.00
GRAND TOTAL	<u>\$1,121,470.00</u>

# Jurisdiction: Wisconsin

#### Demographics

Company Name: Granite Re, Inc.

**Short Name:** 

SBS Company Number: 54219575

NAIC CoCode: 26310 FEIN: 73-1282413 Domicile Type: Foreign State of Domicile: Oklahoma Country of Domicile: United States

NAIC Group Number: 7 - FEDERATED MUT GRP

Organization Type: Stock

Date of Incorporation: 11/13/1986

Merger Flag: No

#### Address

#### **Business Address**

Not Available

Not Available, UN 99999

**United States** 

#### **Mailing Address**

14001 Quailbrook Dr

Oklahoma City, OK 73134

United States

# **Statutory Home Office Address**

14001 Quailbrook Dr

Oklahoma City, OK 73134

United States

# Main Administrative Office Address

14001 Quailbrook Dr

Oklahoma City, OK 73134

United States

Phone, E-mail, Website

#### Phone

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

## Email

No results found.

Website

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Company Type: Pro	perty and Casual	ty					
Status: Active							
Status Reason: Status Date:   11/14/2	2004						
Status Date: 11/14/2 Effective Date: 11/1							
Legacy State ID: 11							
Issue Date: 11/14/20							
Approval Date:							
File Date:							
File Date: Articles of Incorpora	ntion Received:	No					
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File Date: Articles of Incorpora Article No: COA Number:	License			Line of Autho Casualty	:	1	Date
File Date: Articles of Incorpora Article No: COA Number: Opointments  Licensee Name CONNIE SMITH	License Number	NPN	License Type		01/31/2017 01/31/2017	Date 03/01/2018 03/01/2018	Date 03/15/201 03/15/201
File Date: Articles of Incorpora Article No: COA Number: oppointments	License Number 16492915	NPN 16492915	License Type Intermediary (Agent) Individual Intermediary	Casualty	Date 01/31/2017	Date 03/01/2018	Date 03/15/201 03/15/201
File Date: Articles of Incorpora Article No: COA Number:  Oppointments  Licensee Name CONNIE SMITH	License Number 16492915 16492915	NPN 16492915 16492915	License Type Intermediary (Agent) Individual Intermediary (Agent) Individual Intermediary	Casualty	01/31/2017 01/31/2017	03/01/2018 03/01/2018 03/01/2017	Date 03/15/201 03/15/201

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\$1,038,377.22 FILE

BID OF S&L UNDERGROUND, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

**FOR** 

**GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018** PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018

**CONTRACT NO. 8116** 

MUNIS NO. 11180; 10901

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MAY 1, 2018

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

# INDEX

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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: Ih

# 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:	GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018
	PINE STREET RECONSTRUCTION
	ASSESSMENT DISTRICT-2018
CONTRACT NO.:	8116
SBE GOAL	6.0%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	APRIL 6,2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 5, 2018
BID SUBMISSION (2:00 P.M.)	APRIL 12, 2018
BID OPEN (2:30 P.M.)	APRIL 12, 2018
PUBLISHED IN WSJ	MARCH 29, & APRIL 5, 2018

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

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

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

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

# STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

# SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

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

# SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (<a href="www.bidexpress.com">www.bidexpress.com</a>). 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. Nothwithstanding 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 $\boxtimes$

Build 101 120		Demolition Asbestos Removal House Mover	110		Building Demolition
Ctro		Utility and Site Construction			
201		Asphalt Paving	265		Retaining Walls, Precast Modular Units
205	Ħ	Blasting	270		Retaining Walls, Reinforced Concrete
210		Boring/Pipe Jacking	275	$\boxtimes$	Sanitary, Storm Sewer and Water Main
215		Concrete Paving			Construction
220	Ħ	Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276		Sawcutting
221	百	Concrete Bases and Other Concrete Work			
222		Concrete Removal			
225		Dredging			
230		Fencing		=	Soil Borings
235		Fiber Optic Cable/Conduit Installation			
240					
241		Horizontal Saw Cutting of Sidewalk			Street Construction Street Lighting
242	Ц				and the second s
245		Landscaping, Maintenance			Traffic Signals
246					Traffic Signing & Marking
250		Landscaping, Site and Street			Tree pruning/removal
251		Parking Ramp Maintenance	333	H	Tree, pesticide treatment of
252		Pavement Marking			Trucking
255	님	Pavement Sealcoating and Crack Sealing Petroleum Above/Below Ground Storage	340	H	Utility Transmission Lines including Natural Gas,
260	Ш	Tank Removal/Installation	0.0	L	Electrical & Communications
262	П	Playground Installer	399		
262	ш	Playground installer		_	
Bride	qe	Construction			
501		Bridge Construction and/or Repair			
	<u>ding</u>	g Construction	427	,	Motolo
401		Floor Covering (including carpet, ceramic tile installation,			
	_	rubber, VCT		: H	
402	Ц			, H	
403		Concrete			
404	님			í	
405	片	· · · ·			
410		Elevator - Lifts			Solar Photovoltaic/Hot Water Systems
412	H	Fire Suppression Furnishings - Furniture and Window Treatments	465	;	Soil/Groundwater Remediation
413	H	General Building Construction, Equal or Less than \$250,000			Warning Sirens
415	님	General Building Construction, \$250,000 to \$1,500,000			
420 425	H			5 🗀	
428		Glass and/or Glazing	480		Wood, Plastics & Composites - Structural &
429	H				Architectural
430	H		499	- 🗆	Other
433	H				
435	H	Masonry/Tuck pointing			
Stat	e c	of Wisconsin Certifications			
1			and c	lose	er to inhabited buildings for quarries, open pits and
		road cuts			
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet	and c	lose	er to inhabited buildings for trenches, site
		executions becoments underwater demolition underground	exca	ıvatı	ons, or structures 15 feet or less in neight.
3		Class 7 Blaster - Blasting Operations and Activities for structu	res g	reate	er than 15 ' in height, bridges, towers, and any or
		the objects or nurposes listed as "Class 5 Blaster or Class 6 E	laste	r".	
4		1. Botroloum Above/Below Ground Storage Tank Removal and I	nstail	latio	n (Attach copies of State Certifications.)
5		Hazardous Material Removal (Contractor to be certified for as	besto	s ar	nd lead abatement per the vvisconsin Department
		of Health Services, Asbestos and Lead Section (A&LS).) See	the fo	ollow	ring link for application:
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	erform	nanc	e of Asbestos Abatement Certificate must be
		attached.			- desiriate and by the International Society of
6		Certification number as a Certified Arborist or Certified Tree V	vorke	r as	administered by the international Society of
		Arboriculture		!==	with the cortification in the category of turf and
7		Pesticide application (Certification for Commercial Applicator I	OT H	ite A	viur the certification in the category of turn and
		landscape (3.0) and possess a current license issued by the I	JATU	r)	
8	L	State of Wisconsin Master Plumbers License.			

**SECTION B: PROPOSAL** 

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

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

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

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

# SECTION C: SMALL BUSINESS ENTERPRISE

# Instructions to Bidders City of Madison SBE Program Information

# 2 Small Business Enterprise (SBE) Program Information

# 2.1 Policy and Goal

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

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

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

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

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

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

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

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an <u>ad hoc</u> 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 <a href="https://www.cityofmadison.com/dcr/aaTBDir.cfm">www.cityofmadison.com/dcr/aaTBDir.cfm</a>.

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 online Application Targeted Business Certification the access Submittal of the Targeted Business www.cityofmadison.com/dcr/aaTBDir.cfm. 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
2.4.1.0	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
<u></u>	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
0.4.4.0	bidder), although not necessarily low. Contacting SBEs which submit a bid, to inquire about the details of
2.4.1.10	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)
2.4.1.11	and SBE Contact Reports (pages C-8 and C9) if applicable.
	and obligation television (12.3)

#### 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> 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:

- 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**

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

## ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacement of water main and reconnection of water services, replacement of sanitary sewer mains and laterals, storm sewer, replacement of curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Gilson Street from approximately 175 feet north of Olin Avenue to W. Lakeside Street and Pine Street from Beld Street to Gilson Street.

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

# SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. 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.

# SECTION 105.12 COOPERATION OF THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews and may need to work on weekends in order to complete the work under this contract within the allowable contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan and the restoration and erosion control requirements.

The reconstruction of Pine Street includes the removal of existing concrete pavement. Contractor shall ensure that residual reinforcement, during and following removal, is cleaned up or covered adequately so as not to produce a hazard to vehicles or pedestrians.

The City of Madison is aware of another project taking place in the vicinity of this contract in the summer of 2018. MUNIS 11183 Emerson Street and Lowell Street. This project is approximately ¼ mile west of Gilson Street and ¼ mile north of Pine Street.

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

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area.

Work under this contract shall require coordination with private utility companies. Work in this contract will require some private utility relocations to facilitate the installation of public utilities. It will be the responsibility of the Contractor to coordinate with the utilities located in the right of way to resolve conflicts during the construction process. The Contractor shall coordinate their work to allow access to the private utility companies to resolve any conflicts that may arise. Contacts for private utilities are:

Rich Parker (MG&E Electric) 608-252-7379 <a href="mailto:rparker@mge.com">rparker@mge.com</a>
Roger Ahles (MG&E Gas) 608-252-5682 <a href="mailto:ranker@mge.com">ranker@mge.com</a>
Carol Anison (AT&T) 608-252-2385 <a href="mailto:ca2624@att.com">ca2624@att.com</a>
Brandon Storm (Charter) 608-444-9493 <a href="mailto:Brandon.Storm@chartercom.com">Brandon.Storm@chartercom.com</a>

Note that residents on the project may request accommodation for special needs or disabilities. Access shall be provided to these residents at all times. At the time that the contract was prepared, the following addresses have requested accommodation:

1029 Gilson Street

### SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

Gilson Street may be closed to through traffic at the project limits. Local traffic shall be maintained at all times.

Two way traffic shall be maintained on W Lakeside Street at all times. Each lane shall be at least twelve feet wide and separated by tubular markers. Temporary double yellow pavement marking tape shall be used wherever tubular markers are used to separate traffic flowing in opposite directions.

Pine Street may be closed to through traffic at the project limits. Local traffic shall be maintained at all times.

Two way traffic shall be maintained on Beld Street at all times with a lane of traffic in each direction at least twelve feet wide on a hard surface.

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

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

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

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

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

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

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

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

Maintain sidewalk at all times on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures

shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

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

http://www.cityofmadison.com/business/pw/documents/guidelines\_temporarynoparkingrestrictions.pdf

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

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

# SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit for these projects. An erosion control plan is only required for Pine Street, but erosion control measures shall be used on both Pine Street and Gilson Street. The Contractor is responsible to install erosion control measures as directed by the construction engineer and maintain the site to prevent sediment migration.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plan, 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 WORK

The Contractor shall begin work on <u>MAY 29, 2018</u>. The total time for completion of this contract is <u>SIXTY-SEVEN (67) CALENDAR DAYS</u>.

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

## SECTION 210.1(d) STREET SWEEPING

When required by 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 workday.

## BID ITEM 20221 TOPSOIL

Topsoil shall be placed a minimum of 6" thick.

BID ITEM 30201	TYPE "A" CONCRETE CURB AND GUTTER
<b>BID ITEM 30203</b>	TYPE "X" CONCRETE CURB AND GUTTER
<b>BID ITEM 90001</b>	TYPE "X" CONCRETE CURB AND GUTTER, 4-INCH

#### **BASIS OF PAYMENT**

The unit price bid for BID ITEM 30201 TYPE "A" CONCRETE CURB AND GUTTER or BID ITEM 30203 TYPE "X" CONCRETE CURB AND GUTTER shall be full compensation, as outlined in Sec. 302.3(b) of the Standard Specifications regardless of whether the curb is machine laid or hand formed. There shall be no additional compensation for hand formed curb and gutter.

BID ITEM 90001 TYPE "X" CONCRETE CURB AND GUTTER, 4-INCH shall be constructed in accordance with Sec. 302.3(b) of the Standard Specifications and the detail in the plan.

# SECTION 500 SEWERS AND SEWER STRUCTURES

The sewer designer for the project is Elia E Acosta. She may be contacted at (608) 266-4096 or <a href="mailto:eacosta@cityofmadison.com">eacosta@cityofmadison.com</a>.

#### SANITARY SEWER GENERAL

This project consists of the installation of 813' of 8" diameter SDR 35 pipe, 195' of 10" diameter SDR-35 pipe, and approximately 1224' of sanitary lateral (SDR-35 pipe). Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main

and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

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 AND STRUCTURES GENERAL

The storm sewer designer for this project is Elia E Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 291 feet of new storm sewer of various sizes ranging from 6" – 18" Type I RCP and Type II Pavement Storm pipe at locations shown on the plan and in accordance with these specifications.

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.

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

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

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

# BID ITEM 50353 - SANITARY SEWER LATERAL

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

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

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

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

# BID ITEM 50356 - RECONNECT SANITARY 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. Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

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

With regard to the City of Madison Standard Specifications for Public Works Construction latest edition Article 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 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

#### DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Join Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

#### METHOD OF MEASUREMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be measured by each structure installation acceptably completed.

## BASIS OF PAYMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

## **BID ITEM 50353 - SANITARY SEWER LATERAL**

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

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

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

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

# BID ITEM 50355 - RECONNECT SANITARY 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. Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

# BID ITEM 50390 - SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction latest edition Article 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 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

### **DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Join Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

#### METHOD OF MEASUREMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be measured by each structure installation acceptably completed.

#### BASIS OF PAYMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

# BID ITEM 90061 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

#### DESCRIPTION

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

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

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

# BID ITEM 90062 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

#### DESCRIPTION

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

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

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

# SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

Amanda Schockling
 608.261.9243
 aschockling@madisonwater.org

This project consists of water main improvements on Gilson Street, from approximately two hundred feet north of Olin Avenue to the intersection with W Lakeside Street. The northern part of the block currently consists of 10-inch sand-cast-iron pipe from 1925. A general outline of the work is as follows:

- Furnish and install new 12-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing sand-cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes on abandoned water main and on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

This project consists of water main improvements spanning the extents of Pine Street, from the intersection with Beld Street to the intersection with Gilson Street. The street currently consists of 6-inch sand-cast-iron pipe from 1927, with approximately 50 feet of 8-inch ductile iron main from 2006 connecting from the main on Gilson Street. A general outline of the work is as follows:

- Furnish and install new 8-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes on abandoned water main and on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.
- Abandonment of one water valve access structure located near the intersection of Beld Street with Pine Street.

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

# BID ITEM 70040 FURNISH, INSTALL AND SALVAGE HYDRANT

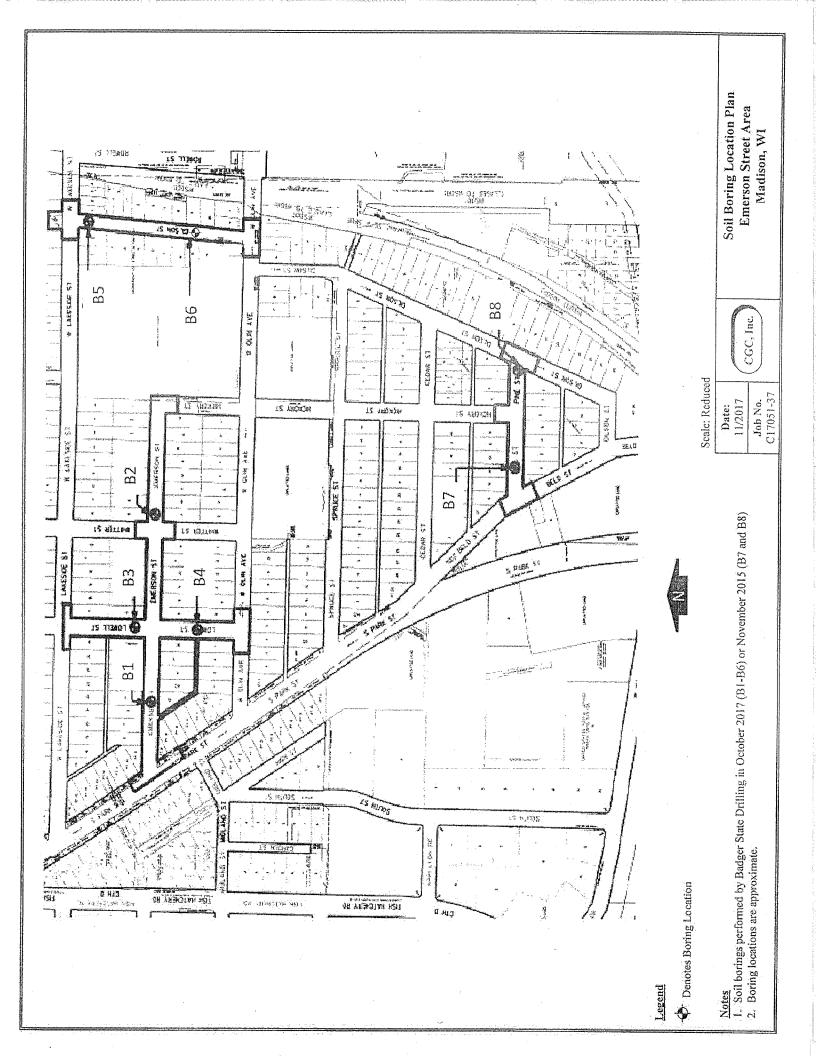
A 2-inch plastic gas main exists underneath the western sidewalk on Gilson Street. Take all necessary precautions to avoid disturbance to this utility line while installing the hydrant located at 1102 Gilson Street. Coordinate with the Water Utility Inspector to determine placement of the new hydrant if in conflict with the existing gas utility line.

# BID ITEM 70053 REPLACE COPPER SERVICE LATERAL

The service laterals located at 1103 and 1014 Gilson Street are currently located in driveway aprons. Coordinate with the Water Utility Inspector for possible relocation of the curb boxes at these two locations.

#### 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.





Project Emerson Street Area

Boring No. 5 Surface Elevation (ft) 858± Job No. C17051-37

Gilson: 110'S of Lakeside, Near CL Location Madison, WI Sheet 1 of 1 2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SOIL PROPERTIES VICUAL CLASSIFICATION

SAMPLE						VISUAL CLASSIFICATION	SOIL	SOIL PROPERTIES					
No:	Rec (in.)	Moist	ท	Depth (ft)		and Remarks	qu (qa) (tsf)	W	1,l.	PL	ri		
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1	12	M	10			FILL: Loose to Medium Dense, Brown to Dark Brown Sand with Silt, Gravel and Clay			- desirence				
			4	<b></b>		Loose, Light Brown Fine SAND, Trace to Little Silt	-						
2	18	М	6			and Gravel (SP/SP-SM)		-					
			-	]	7777	Loose to Very Loose, Dark Brown Clayey Fine							
3	18	<del> </del> w	4			SAND (SC)	nace personal property of property of principles of the community of the second of the		1				
				<b>J</b>	111	Loose to Medium Dense, Brown Fine to Medium							
4	<i>7</i> 14.	W	10	hansan .		SAND, Some Silt, Trace to Little Gravel (SM)							
	18	)		<u></u>		· ·							
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					leve.	Medium Dense, Brown Fine to Coarse SAND,		_		<u> </u>			
5	16	W	17	区		Some Gravel, Trace Silt (SP)							
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				-   15	P-52								
				-		End of Boring at 15 ft							
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						EVEL OBSERVATIONS	GENER/	LN	JTE	Ś			
WAIE						LYEL ODOLINATION	AMENE T. J		2117				

 
 Start
 10/25/17
 End
 10/25/17

 Driller
 BSD
 Chief
 MC
 Rig CME-55
 Upon Completion of Drilling While Drilling 

□ 11.5' 15 Min. Time After Drilling Logger DD Editor ESF Depth to Water Drill Method 2-1/4" HSA; Autohammer 11' Depth to Cave in The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



Project Emerson Street Area
Gilson: 210'N of Olin, Near CL
Location Madison, WI

Boring No. 6
Surface Elevation (ft) 872±
Job No. C17051-37
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887													
	SA	MPL	E			VISUAL CLASSIFICATION			SOIL PROPERTIES				
No.	Rec	Moist	ы	Depth (ft)	- Andrews of Control o	and Remarks		qu (qa) (tsf)	W.	LL	PI.	ĹI	
	<b>'</b>				X	4 in. Asphalt Pavement/10 in. Base Course	3		***************************************				
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Project Emerson Street Area
Pine: 140'E of Beld, 4'N of CL
Location Madison, WI

Boring No. 7
Surface Elevation (ft) 862±
Job No. C17051-37
Sheef 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SOIL PROPERTIES SAMPLE VISUAL CLASSIFICATION and Remarks Depth (ga) Moist (in.) (ft) (tsf) 8 in, Concrete Paavement/5 in. Base Course 6 M Medium Stiff, Brown Sandy Lean CLAY, Trace (0.75)Gravel (CL) Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders 2 16 M 19 (SM) 3 M 70/11 Very Dense Near 6.5 ft (Probable Cobble) Medium Dense, Brown Fine SAND, Some Gravel, Trace to Little Silt (SP/SP-SM) 25 10 M 27 5 12 End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch (N 43° 03.055', W 89° 23.576') WATER LEVEL OBSERVATIONS **GENERAL NOTES** 11/19/15 End 11/19/15 Start  $\nabla$  NW Upon Completion of Drilling While Drilling Driller BSD Chief MC Rig CME-55
Logger MG Editor ESF Time After Drilling Depth to Water Drill Method 2-1/4" HSA; Autohammer Depth to Cave in The stratification lines represent the approximate boundary between soil types and the transition may be gradual:



Project Emerson Street Area Pine: 110'E of Hickory, 7'N of CL Location Madison, WI

Boring No. Surface Elevation (ft) 854± Job No. C17051-37 Sheet 1 of 1

				292	Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608)	·				***************************************	
SAMPLE					VISUAL CLASSIFICATION	SOIL PROPERTIES					
No.	T Y P (ir	Moist	и	Depth (ft)	and Remarks	qu (qa) (tsf)	W	LL	PI'	roi	
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2		4 M	7		Leave Charles Fine CANID (CC)	(1.25)			***************************************	OCCUPATION OF THE PROPERTY OF	
					Loose, Gray Clayey Fine SAND (SC)			***************************************	***************************************	TWEEKLELLES SECTION	
3	1	1 W	8		Loose, Brown Fine to Coarse SAND, Trace Silt and Gravel (SP)	(2.5)					
w. 144.1900.000.000.1900.1940.1940.1940.194		***************************************		I .	Loose, Brown SILT, Some Sand and Clay (ML)		***************************************				
4	1	5 W	12	<u>Í</u>	Very Stiff, Light Brown Silty CLAY, Trace Sand (CL-ML)		***************************************				
				<u>L.</u> .					:		
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				}							
			derack a construction of the construction	} } }						-	
5	1	3 W	9			(2.25)		·/1		Ayaiigh lik. Ay a shirinkan anka anka	
***************************************			***************************************	13-	End Boring at 15 ft	**************************************			>->		
			***************************************	1	Backfilled with Bentonite Chips and Asphalt Patch		Section of the sectio				
	(N 43° 03.053', W 89° 23.505')									:	
			open grant and a contract of the contract of t				**************************************				
			***************************************	-  -  - 20-			necessia de la constanta de la				
WATER LEVEL OBSERVATIONS GENERAL NOTES								······································			
While Drilling   Time After Drilling  Depth to Water  Depth to Cave in  The stratification lines represent the approximate boundary between soil types and the transition may be gradual.  Start 11/19/15 End 11/19/15  Driller BSD Chief MG Rig CME-55  Drill Method 2-1/4" HSA; Autohammer											



#### Department of Public Works

# **Engineering Division**

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

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

Assistant City Engineer Gregory T. Fries, P.E.

Principal Engineer 2

Principal Engineer 2 Christopher J. Petykowski, P.E. John S. Fahrney, P.E.

Principal Engineer 1 Christina M. Bachmann, P.E. Eric L. Dundee, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager

> Operations Manager Kathleen M. Cryan

Mapping Section Manager Eric T. Pederson, P.S.

Financial Manager Steven B. Danner-Rivers

April 5, 2018

#### NOTICE OF ADDENDUM ADDENDUM NO. 1

# CONTRACT NO. 8116 PROJECT NO. 11180 GILSON ST RECONST ASSM'T DIST-2018 & PROJECT NO. 10901 PINE ST RECONST ASSM'T DIST-2018

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

#### **Specifications:**

Remove

Sec. 109.2 Prosecution of Work

**Insert** 

Sec. 109.2 Prosecution of Work

All work shall be completed by <u>OCTOBER 15, 2018.</u> When construction starts, the contractor shall have <u>SIXTY-SEVEN</u> (67) <u>CALENDAR DAYS</u> to complete the work.

Work shall begin only after the start work letter is received. The Contractor shall notify the Construction Engineer a minimum of 21 days prior to the desired start date to schedule a preconstruction meeting.

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

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

#### http://www.bidexpress.com

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

Sincerely,

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

Cc: Greg Fries



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

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Assistant City Engineer

Gregory T. Fries, P.E. Kathleen M. Cryan

**Principal Engineer 2** 

Christopher J. Petykowski, P.E. John S. Fahrney, P.E.

**Principal Engineer 1** 

Christina M. Bachmann, P.E. Mark D. Moder, P.E. Janet Schmidt, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager Steven B. Danner-Rivers

NOTICE OF ADDENDUM ADDENDUM NO. 2

# CONTRACT NO. 8116 PROJECT NO. 11180 GILSON ST RECONST ASSM'T DIST-2018 & PROJECT NO. 10901 PINE ST RECONST ASSM'T DIST-2018

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

#### **Proposal:**

April 10, 2018

#### **Delete**

Bid Item 40201 HMA Pavement 3 LT 58-28 S

Add

Bid Item 20312 Remove Catchbasin

Bid Item 40202 HMA Pavement 4 LT 58-28 S Bid Item 70081 Furnish Excavation for Live Tap

**Quantity Revisions** 

Bid Item 20314 Remove Pipe

Bid Item 50212 Select Backfill for Sanitary Sewer

Bid Item 50353 Sanitary Sewer Lateral

Bid item 50356 Reconnect Sanitary Sewer Lateral

Bid Item 50741 Type H Inlet

#### Plan:

#### Delete:

Sheet P-3

Sheet U-3

Sheet U-SAN P

Sheet W-1-W-4

#### **Insert:**

Sheet P-3

Sheet U-3

Sheet U-SAN P

Sheet W-1- W-4

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

April 10, 2018 Page 2

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

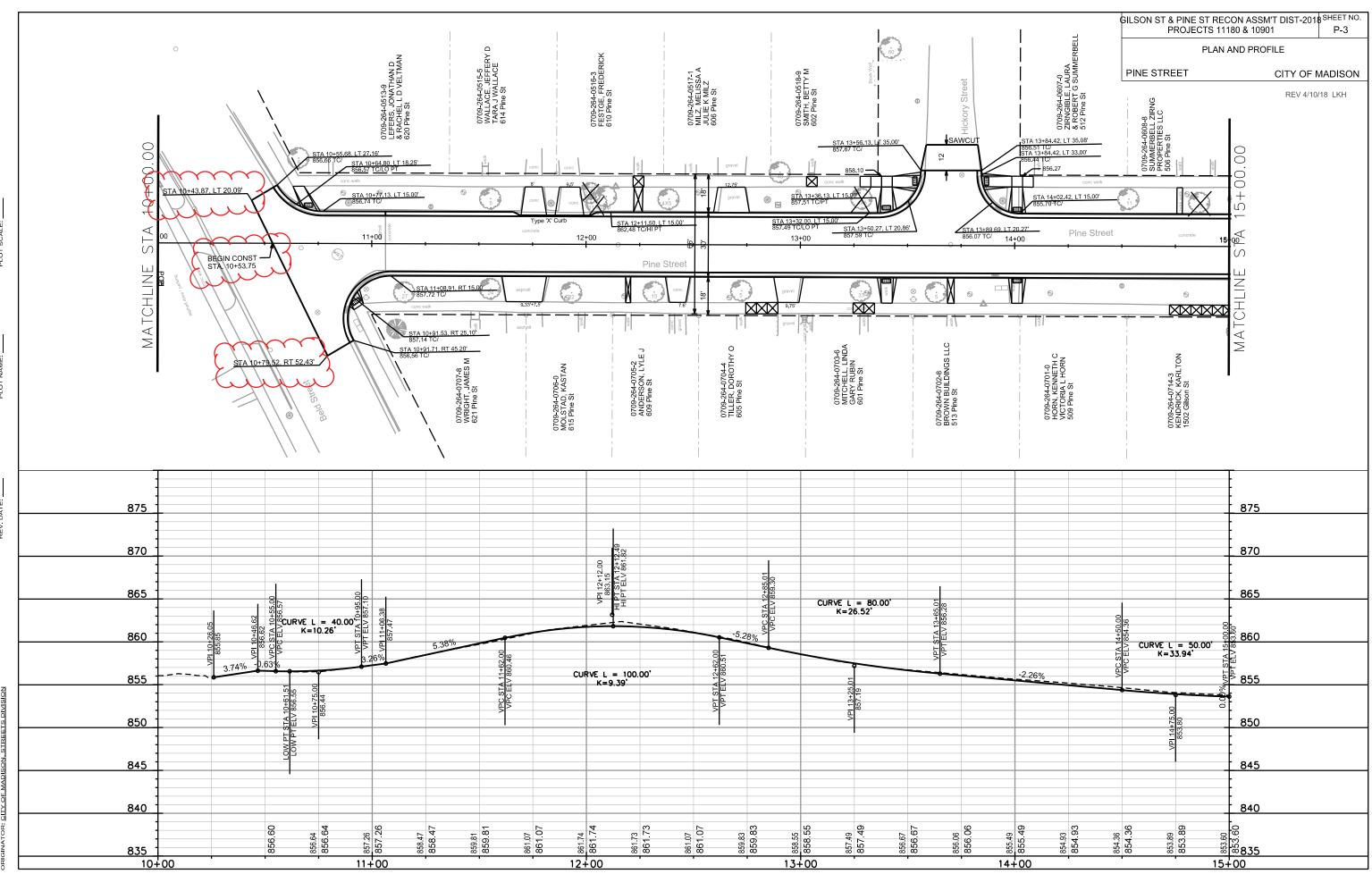
# http://www.bidexpress.com

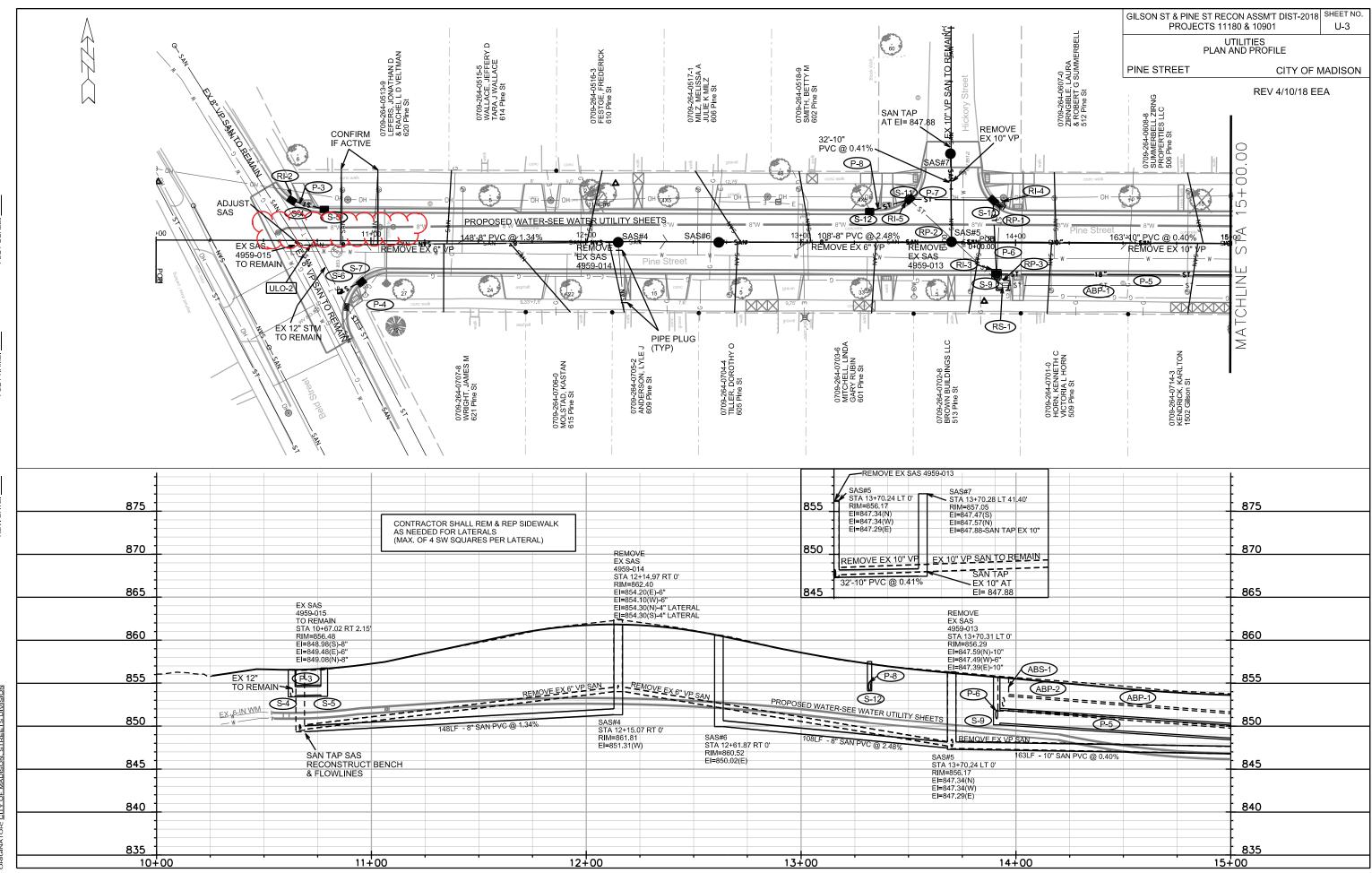
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

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

Cc: Greg Fries





\* REVISED 4/10/18 EEA

GILSON ST & PINE ST RECON ASSM'T DIST-2018
PROJECTS 11180 & 10901

SDR-35

SHEET NO. U-SAN P

SANITARY SEWER SCHEDULE

PINE STREET CITY OF MADISON

<u>PROPOS</u>	<u>ED SANITARY</u>	STRUCTU	<u>RES</u>
SAS	STATION	LOCATION	TOP OF
NO.		(OFFSET)	CASTING

NO.		(OFFSET)	CASTING			
PINE ST						
SAS#4	12+15.07	CL	861.81	851.31	10.50	-
SAS#5	13+70.24	CL	856.17	847.29	8.88	-
SAS#6	12+61.87	CL	860.52	850.02	10.50	-
SAS#7	13+70 28	I T-41 40	857.05	847 47	9.58	_

E.I.

DEPTH NOTES

PROPOSED SANITARY PIPES				
FROM SAS	TO SAS			
(DWNSTRM)	(UPSTREAM)			

SAS#4

SAS#5

SAS#6

SAS#7

PINE ST

SAS#5

SAS#5

DATE: 04/10/2018

EX SAS 4959-015

EX SAS 4959-025

REAM)	EI# (DWNSTRM)	(UPSTRM)	(FT)	(%)	(DIA)	TYPE	NOTES
	849.33	851.31	148	1.34%	8"	SDR-35	-
	846.64	847.29	163	0.40%	10"	SDR-35	INSTALL COMPRESSION COUPLING
	847.34	850.02	108	2.48%	8"	SDR-35	-

# **REMOVE SANITARY STRUCTURES**

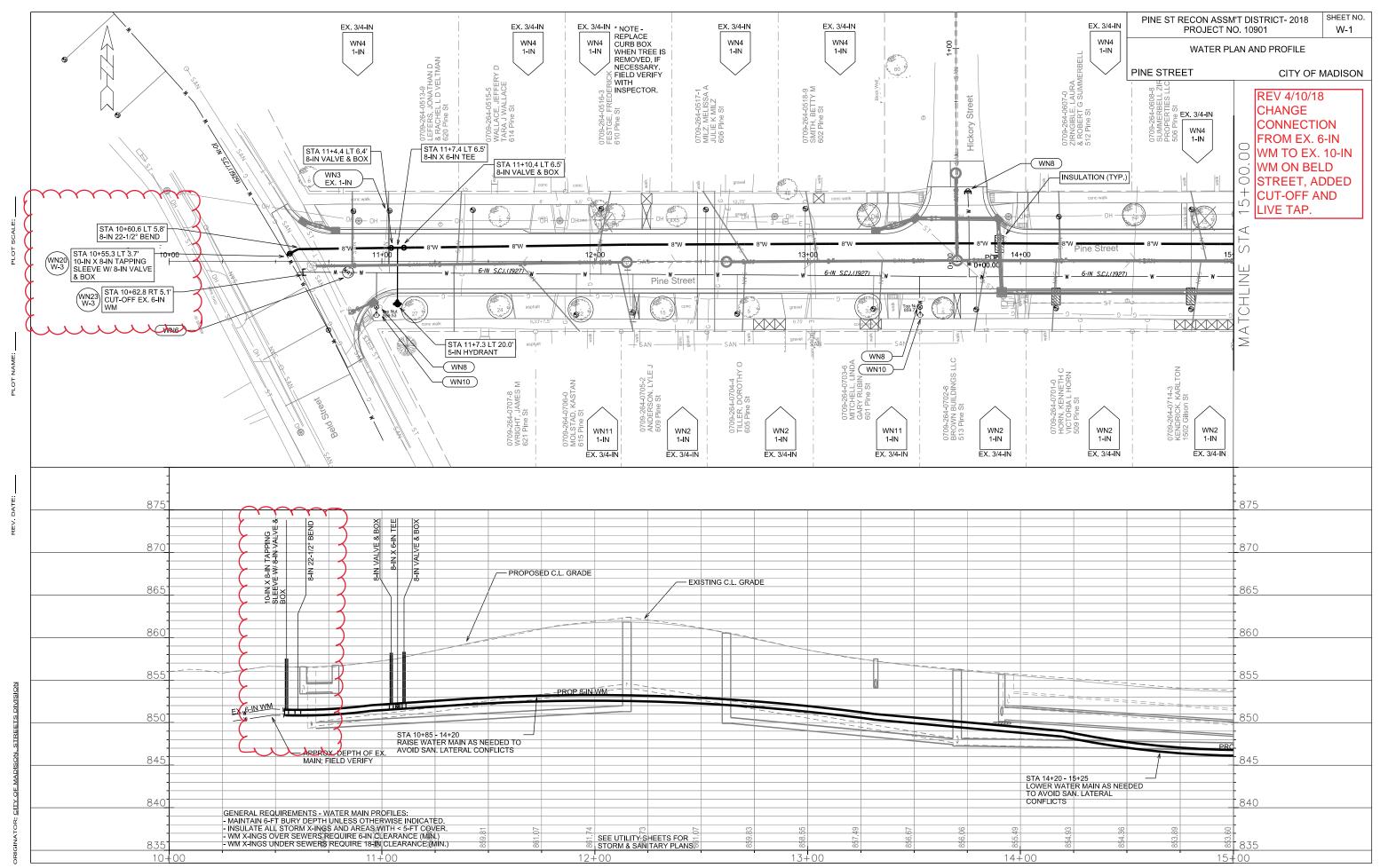
ID NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES
4959-014	12+15.07	CL	SAS	4'X4'
4959-013	13+70.24	CL	SAS	4'X4'
4959-025	15+33.58	CL	SAS	4' CIRCULAR

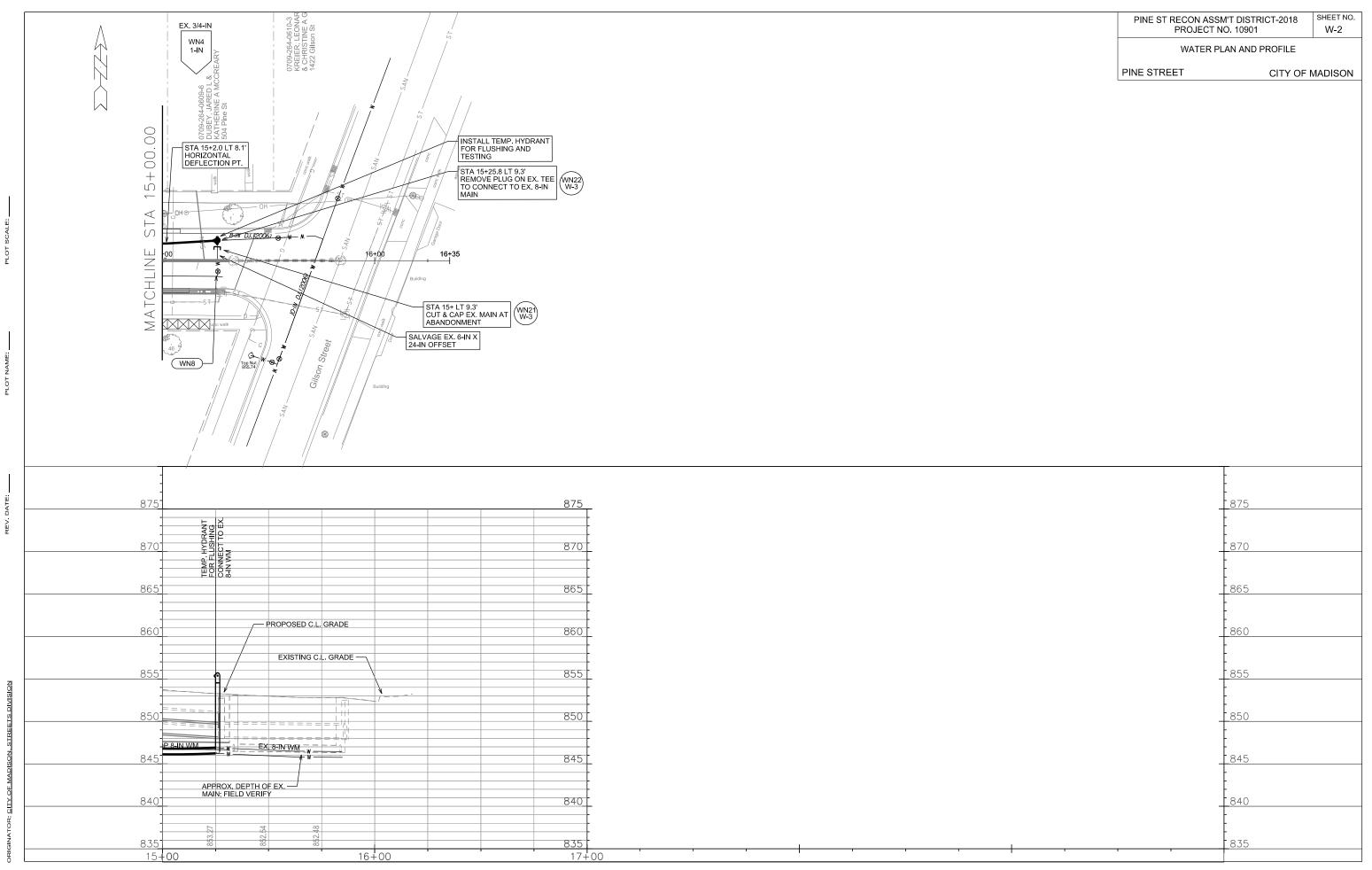
# **REMOVE SANITARY PIPES**

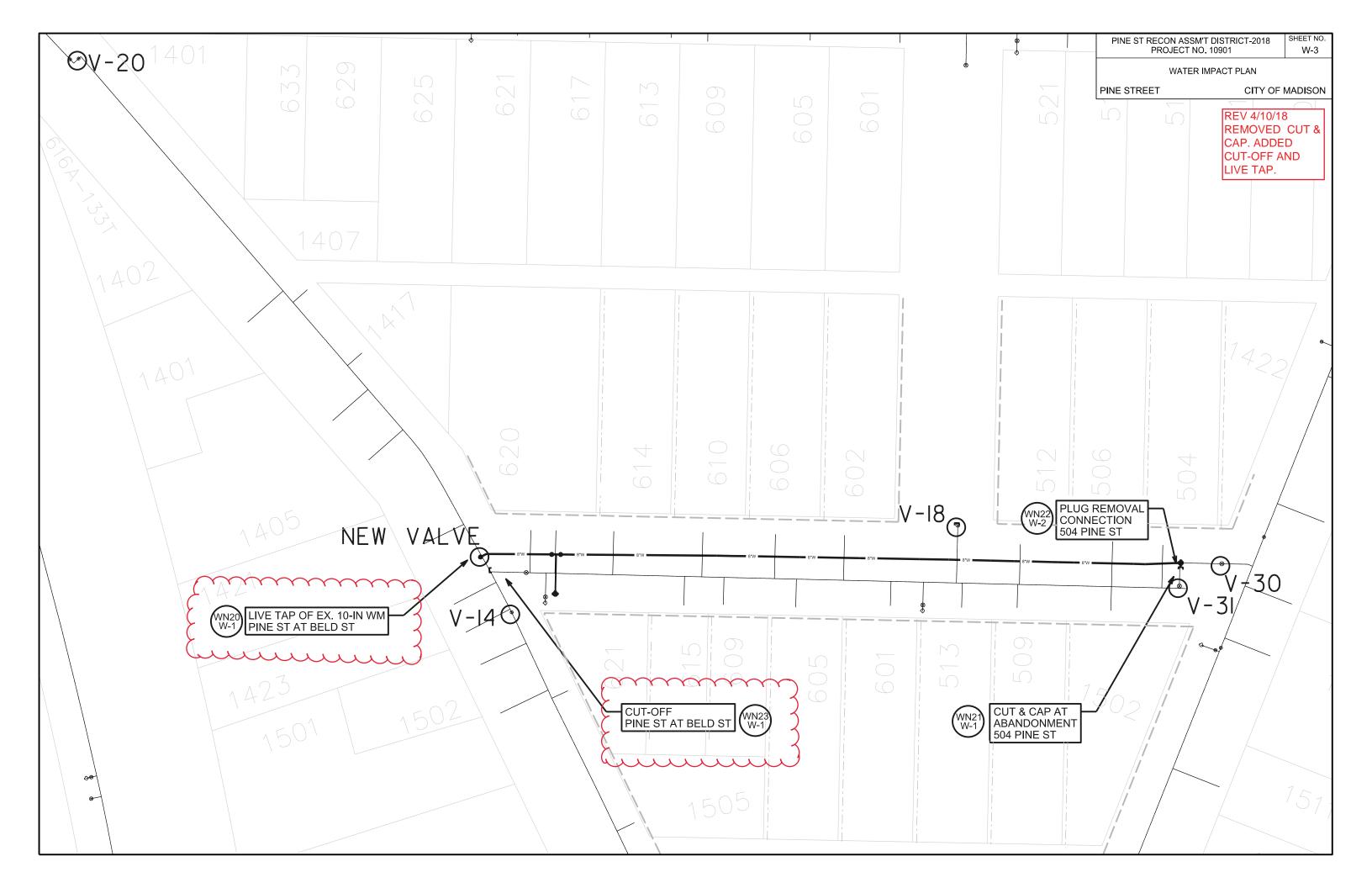
	REMOVE	REMOVE	LGTH	PIPE	PIPE	PAID	NOTES
	FROM	TO	(FT)	SIZE	TYPE	(Y/N)	
	4959-015	4959-014	145	6"	VP	N	-
*	SAS#4	SAS#6	47	6"	VP	Υ	-
*	SAS#6	4959-013	108	6"	VP	N	-
	4959-013	4959-025	165	10"	VP	N	-
	4959-013	SAS#7	32	10"	VP	N	-

# **ADJUST SANITARY STRUCTURES**

ID NO.	STATION	LOCATION (OFFSET)	EX RIM	PROP RIM	EX ADJ	NOTES
4959-015	10+67.00	RT-2.00	856.48	856.56	6"	-







- 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 NOTFICATION INFORMATION.

PINE ST RECON ASSM'T DISTRICT-2018 PROJECT NO. 10901

W-4

WATER ESTIMATE OF MATERIALS

PINE STREET

CITY OF MADISON

SHEET NO.

REV 4/10/18 QUANTITIES RECALCULATED.

#### ESTIMATE OF MATERIALS SUPPLIED BY CONTRACTOR:

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

40-FT - 6-IN PIPE 460-FT - 8-IN PIPE 2 - 6-IN MJ CAP

2 - 8-IN VALVE & BOX

2 - 5-IN HYDRANT (1 PERMANENT, 1 TEMP) 32-FT - 2-IN STYROFOAM INSULATION

1 - 8-IN X 6-IN TEE

580-FT - POLY WRAP

1-IN TO 2-IN COPPER (AS REQ'D)

#### MATERIALS SUPPLIED BY CITY:

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

1 - 10-IN X 8-IN TAPPING SLEEVE

1 - 8-IN VALVE & BOX

#### **ESTIMATE OF MATERIALS SALVAGED:**

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

2 - 5-IN HYDRANT

1 - 6-IN X 24-IN OFFSET

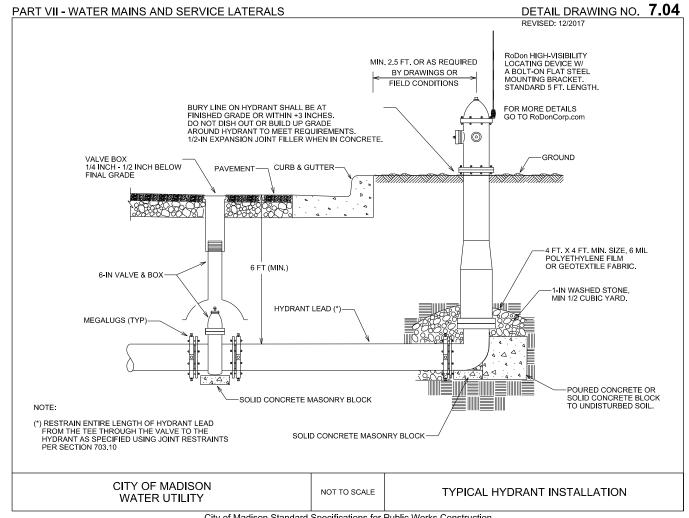
TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND **FACILITIES BEFORE YOU** DIG IN WISCONSIN

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.



City of Madison Standard Specifications for Public Works Construction

FILE NAME:

M:\DESIGN\Projects\10901\Water\Design\10901WU\_Materials.dgn

DATE: 4/10/2018

#### **SECTION E: BIDDERS ACKNOWLEDGEMENT**

### GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

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.

	which will be written and the many with the
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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos through to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2.	If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4.	I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5.	I hereby certify that all statements herein are made on behalf of S+L Underground, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Uniconstin
	a partnership consisting of, an individual trading as
	; of the Gity of State
	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 halke such statements and submit this Proposal in (its, their) behalf; and that the said statements and correct.
	222 CORPORATE 3
SIGNATL	
$\mathcal{P}_{\mathcal{G}}$	esident SEAL
TITLE, IF	ANY
Sworn a	and subscribed to before me this  day of April 20.18
10-	
/Noton	Public or other officer authorized to administer Active

Rev. 2/27/2018-8116 contractBoilerplateSBE.doc

My Commission Expires 2 - 11-2022

Bidders shall not add any conditions or qualifying statements to diffe

#### Contract 8116 - S&L Underground, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

#### Best Value Contracting

defined by the State of Wisconsin.

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

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the

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.

pro	The Contractor has reviewed the list and shall not use any apprenticeable trades on this ject.
LIS	T 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)
V	CONSTRUCTION CRAFT LABORER
	DATA COMMUNICATION INSTALLER
	ELECTRICIAN
	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL /
-	RVICE
L	GLAZIER
Z	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

### GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

## **Small Business Enterprise Compliance Report**

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

#### **Cover Sheet**

Prime Bidder Information
Company: S+L Underground Inc.
Address: W10440 Cty Rd K Lodi, W1 53555
Telephone Number: 608 - 592 - 0625 Fax Number: 608 - 592 - 3804
Contact Person/Title: Bill Pulvermacher, Sr. Estimator
Prime Bidder Certification
i, <u>Ben Larrabee</u> , <u>President</u> of Name
S+L Underground, Inc. certify that the information Company
contained in this SBE Compliance Report is true and correct to the best of my knowledge and being erground.
Frela Lou Co B 222 CORPORATO 5
Witness' Signature Bidder's Signature = 0 0
4/12/2018 EAL / 5
Date
Date SEAL SEAL

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

# Small Business Enterprise Compliance Report

### **Summary Sheet**

### SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
ASTI SAWING	Sauculting	.02 %
JR's Construction	Claaring Ecosion LAM	Iscapina 24 %
Bullet Transit	Trucking	3,6 %
CONTEST TRANSPORT	and the state of t	%
, a	umaasamannen muurassa saan minekustaan uurumaassa seesta taraan maasaa aa aa taraan maasaa ka taraan maasaa ku Taraa	%
		%
State of the state	approximate the second	%
	·	%
The state of the s		%
		<u> </u>
		<u>%</u>
		· %
The state of the s		<u>%</u>
Subtotal SBE who are NOT suppliers:		<u> </u>
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Traincis of obes cares		%
The state of the s		%
		%
-		%
	annananananananananananananananananana	<u> </u>
	Action of the Control	%
1907	addition and the second	- The state of the
Subtotal Contractors who are supplied		% (discounted to 60%)
Total Percentage of SBE Utilization:	<u>6.02</u> %.	

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018; PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8116 DATE: 4/12/18

S&L Underground, Inc.

ltem -	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - L.S.	1.00	\$5,200.00	\$5,200.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD -			. ,
DAYS	10.00	\$20.00	\$200.00
10911.0 - MOBILIZATION - L.S.	1.00	\$57,000.00	\$57,000.00
20101.0 - EXCAVATION CUT - C.Y.	3643.00	\$14.00	\$51,002.00
20130.0 - UNDERDRAIN - L.F.	180.00	\$13.00	\$2,340.00
20140.0 - GEOTEXTILE FABRIC, TYPE SAS (NON-WOVEN) - S.Y.	2175.00	\$2.00	\$4,350.00
20217.0 - CLEAR STONE - TON	400.00	\$17.00	\$6,800.00
20219.0 - BREAKER RUN - TON	4106.00	\$10.50	\$43,113.00
20221.0 - TOPSOIL - S.Y.	1170.00	\$6.00	\$7,020.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	206.00	\$1.25	\$257.50
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	4.00	\$860.00	\$3,440.00
20312.0 - REMOVE CATCHBASIN - EACH	1.00	\$638.00	\$638.00
20313.0 - REMOVE INLET - EACH	5.00	\$520.00	\$2,600.00
20314.0 - REMOVE PIPE - L.F.	105.00	\$33.00	\$3,465.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	1240.00	\$6.80	\$8,432.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1954.00	\$2.80	\$5,471.20
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	6268.00	\$3.00	\$18,804.00
20331.0 - ABANDON SEWER ACCESS STRUCTURE - EACH	2.00	\$555.00	\$1,110.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	3.81	\$878.00	\$3,345.18
20336.0 - PIPE PLUG - EACH	30.00	\$256.00	\$7,680.00
20401.0 - CLEARING - I.D.	37.00	\$50.00	\$1,850.00
20403.0 - GRUBBING - I.D.	48.00	\$50.00	\$2,400.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$950.00	\$2,850.00
20701.0 - TERRACE SEEDING - S.Y.	1170.00	\$2.00	\$2,340.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$970.00	\$1,940.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	2.00	\$370.00	\$740.00
21013.0 - STREET SWEEPING - LUMP SUM	2.00	\$2,770.00	\$5,540.00
21041.0 - INLET PROTECTION TYPE D - COMPLETE - EACH	28.00	\$240.00	\$6,720.00
21063.0 - EROSION MATTING, CLASS 1, Type A-Organic - S.Y.	1170.00	\$3.00	\$3,510.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	893.00	\$20.75	\$18,529.75
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	39.00	\$25.00	\$975.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	4749.00	\$6.30	\$29,918.70
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	2276.00	\$7.50	\$17,070.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	48.00	\$30.00	\$1,440.00
40101.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION		-	
NO. 1 - TON	1142.00	\$16.80	\$19,185.60
40102.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION			
NO. 2 - TON	1485.00	\$16.80	\$24,948.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	690.00	\$63.74	\$43,980.60
40211.0 - TACK COAT - GAL.	328.00	\$3.00	\$984.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	20.00	\$55.00	\$1,100.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	2.00	\$728.00	\$1,456.00
50202.0 - TYPE II DEWATERING - LUMP SUM	2.00	\$1.00	\$2.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	291.00	\$0.01	\$2.91
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	2028.00	\$0.01	\$20.28
50301.0 - 8 INCH PVC SANITARY SEWER PIPE - L.F.	813.00	\$115.50	\$93,901.50
50302.0 - 10 INCH PVC SANITARY SEWER PIPE - L.F.	195.00	\$143.00	\$27,885.00
50353.0 - SANITARY SEWER LATERAL - L.F.	1020.00	\$34.00	\$34,680.00

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018; PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8116

DATE: 4/12/18

#### S&L Underground, Inc.

Item	Quantity	Price	Extension
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	34.00	\$3,600.00	\$122,400.00
50359.0 - COMPRESSION COUPLING - EACH	1.00	\$570.00	\$570.00
50361.0 - WASTEWATER CONTROL - EACH	2.00	\$1,700.00	\$3,400.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	82.00	\$76.00	\$6,232.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	163.00	\$80.00	\$13,040.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	137.00	\$87.00	\$11,919.00
50440.0 - 6 INCH TYPE II STORM SEWER PIPE - L.F.	11.00	\$47.00	\$517.00
50701.0 - 4' DIA. SANITARY SAS - EACH	7.00	\$3,530.00	\$24,710.00
50723.0 - 3'X3' STORM SAS - EACH	1.00	\$2,224.00	\$2,224.00
50741.0 - TYPE H INLET - EACH	9.00	\$2,280.00	\$20,520.00
50791.0 - SANITARY SEWER TAP - EACH	4.00	\$1,620.00	\$6,480.00
50792.0 - STORM SEWER TAP - EACH	3.00	\$970.00	\$2,910.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL -			
EACH	1.00	\$400.00	\$400.00
50801.0 - UTILITY LINE OPENING - EACH	2.00	\$725.00	\$1,450.00
60880.0 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F.	40.00	\$1.00	\$40.00
00000.0 - 1 AVENIENT WINTENDOVIE, 1 INO. 1			
60886.0 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F.	50.00	\$2.00	\$100.00
60940.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE,			
REFLECTIVE, LINE, 4-INCH - L.F.	250.00	\$1.00	\$250.00
60941.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE,			
REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	200.00	\$2.00	\$400.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	50.00	\$92.00	\$4,600.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	460.00	\$103.00	\$47,380.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	10.00	\$103.00	\$1,030.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	540.00	\$125.00	\$67,500.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$2,030.00	\$4,060.00
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	1.00	\$2,720.00	\$2,720.00
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	3.00	\$3,325.00	\$9,975.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$3,940.00	\$7,880.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	1.00	\$3,940.00	\$3,940.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	4.00	\$3,480.00	\$13,920.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	29.00	\$1,310.00	\$37,990.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM -			
EACH	3.00	\$1,974.00	\$5,922.00
70081.0 - FURNISH EXCAVATION FOR LIVE TAP - EACH	1.00	\$1,550.00	\$1,550.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	4.00	\$1,760.00	\$7,040.00
70090.0 - ABANDON WATER VALVE BOX - EACH	5.00	\$180.00	\$900.00
TACLE CALLED VALVE ACCESS STOLLOTURE FACIL	1.00	¢000 00	ቀደብስ በበ
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	1.00	\$800.00	\$800.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	40.00	\$14.00 \$25.50	\$560.00
90001.0 - TYPE "X" CONCRETE CURB & GUTTER, 4-INCH - L.F.	1022.00	\$25.50	\$26,061.00
90061.0 - TRAFFIC CONTROL FLEXIBLE TURBULAR MARKER		<b>#</b> 00.00	#COO OO
POSTS - EACH	30.00	\$20.00	\$600.00
90062.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER	00.00	ΦE 00	Φ4E0 00
BASES - EACH	30.00	\$5.00	\$150.00
84 Items	Totals		\$1,038,377.22

#### **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:

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

- 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.

of them a	as are corporations have ca	used their corporate segla to be he the day and year set for the day	ereto affixed and these presents to			
	anisional .					
Seal	PRINCIPAL	CORPORA)	* 3 =			
	S & L Underground, In	and the state of t				
;	Name of Principal	SEAL				
	122	e line	4/12/2018			
	Ву	"Mining	) Date			
	Ben Larrabe	e, President				
	Name and Title	<i>t</i>				
	- -					
Seal	SURETY					
	Granite Re, Inc.					
	Name of Surety	<u> </u>				
	1 Page 1	1 41	04/11/2018			
	Ву	·	Date			
	Connie Smith, Attorney-in-Fact					
	Name and Title					
National authority of attorn	Provider No. 16492915  y to execute this bid bond a ney has not been revoked.	toring voor aviv	bove company in Wisconsin under appointed as attorney in fact with bond referred to above, which power			
04/11/2018 CMMic						
Date		Agent Signature Connie Smit	n ·			
		P.O. Box 465				
		Address				
		Hudson, WI 54016				
		City, State and Zip Code				
		800-535-0006				
٠		Telephone Number	-			

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such

#### NOTE TO SURETY & PRINCIPAL

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

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

# GRANITE RE, INC. GENERAL POWER OF ATTORNEY

#### Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
COUNTY OF OKLAHOMA )

S E A L

SS:

Kenneth D. Whittington, President

Kyle. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

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



Notary Public Carlson

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 WHEREOFD the undersigned flag subscribed this Certificate and affixed the corporate seal of the Corporation this

day of

(SEAL)

Kyle P. McDonald, Secretary/Treasurer

#### **SECTION H: AGREEMENT**

THIS AGREEMENT made this 2d day of MY in the year Two Thousand and Eighteen between <u>S&L UNDERGROUND</u>, <u>INC.</u> 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 <u>MAY 1, 2018</u>, 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:

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:

# GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>ONE MILLION THIRTY-EIGHT THOUSAND</u> THREE HUNDRED SEVENTY-SEVEN AND 22/100 (\$1,038,377.22) 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 original 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. Definitions. For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
  - "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
  - "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- **b.** Requirements. For the duration of this Contract, the Contractor shall:

- 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- 5. Comply with all other provisions of Sec. 39.08, MGO.
- c. Exemptions: This section shall not apply when:
  - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

## GILSON STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 PINE STREET RECONSTRUCTION ASSESSMENT DISTRICT-2018 CONTRACT NO. 8116

IN WITNESS WHEREOF, the Contractor has hereunt these presents to be sealed with its corporate seal a day and year first above written.		
Countersigned:	S&L UNDERGROUND, INC.	CORPORA
Erila Steela 5/2/18	Company Name	5 SE/ASL
Witness Date  Eriler Screen 5/2/18  Witness Date	President  Secretary	Date Date
CITY OF MADISON, WISCONSIN		
Provisions have been made to pay the liability that will accrue under this contract.	Approved as to form:	<del>-</del>
Signed this day of day of	City Attorney	18
Witness	Mayor Mayor	16 Nay 16 K
Witness Star 5-8-18	Maishell Word-Bell City Clerk	5-8-2018 Date

# SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we <b>S&amp;</b> and Granite Re, Inc.	L UNDERGROUND, INC. as principal,
	ollars, lawful money of the United States, for the
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into b construction of:	e bounden shall on his/her part fully and faithfully etween him/herself and the City of Madison for the
GILSON STREET RECONSTRUCTION PINE STREET RECONSTRUCTION CONTRACT	ASSESSMENT DISTRICT-2018
in Madison, Wisconsin, and shall pay all claims for prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harm (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	
Signed and sealed thisday o	May, 2018
Countersigned:  Erila Scala  Witness  Secretary	S&L UNDERGROUND, INC.  Company Name (Principal)  President  Seal
Approved as to form:	Granite Re, Inc.  Surety Seal Salary Employee Commission  By  Multiple Commission
City Attorney	Attorney-in-Fact Connie Smith
This certifies that I have been duly licensed as an National Producer Number 16492915 for the with authority to execute this payment and performance revoked.	he year <u>2018</u> , and appointed as attorney-in-fact
05/02/2018	Comi Smill
Date	Agent Signature Connie Smith

# GRANITE RE, INC. GENERAL POWER OF ATTORNEY

#### Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

SEAL

Kenneth D. Whittington, President

Kyle. McDonald, Treasure

On this 14<sup>th</sup> day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

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



Notary Public Carlson

#### GRANITE RE, INC.

Certificate

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NWITNESS WHEREOF the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

day of \_\_\_\_\_\_, 20\_\_\_\_

SEAL

Kyle P. McDonald, Secretary/Treasurer