

Contract Routing Form

ROUTING: Routine

printed on: 05/15/2019

Contract between: Dane County Contracting LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Haywood Drive Reconstruction Assessment District - 2019

Contract No.: 8297
Enactment No.: RES-19-00284
Dollar Amount: 932,001.19

File No.: 54704
Enactment Date: 04/22/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-16-2019	5-16-2019
Director of Civil Rights	5/16/19	5/22/19
Risk Manager	5/22/19	5/22/19 RN
Finance Director	05-22-2019	5/22/19 mdr
City Attorney	592 5-22-19	6-5-19
Mayor	6.5.19	6.5.19

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

Original + 2 Copies

05/15/2019 15:09:37 enjls - Steve Sonntag 267-1997

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



Legislation Details (With Text)

File #: 54704 **Version:** 1 **Name:** Awarding Public Works Contract No. 8297, Haywood Drive Reconstruction Assessment District - 2019.

Type: Resolution **Status:** Passed

File created: 2/13/2019 **In control:** Engineering Division

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

Enactment date: 4/22/2019 **Enactment #:** RES-19-00284

Title: Awarding Public Works Contract No. 8297, Haywood Drive Reconstruction Assessment District - 2019. (13th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8297 .pdf

Date	Ver.	Action By	Action	Result
4/16/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/3/2019	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
3/5/2019	1	COMMON COUNCIL	Re-refer	Pass
2/20/2019	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
2/13/2019	1	Engineering Division	Refer	

The proposed resolution approves awards the contract for the Haywood Drive reconstruction project at an estimated cost of \$1,006,560. The project is funded within the adopted 2019 capital budget for Engineering Major Streets via the Reconstruction Streets program. Funding is provided by GO Borrowing, special assessments, and associated utility components as follows:

- Major Streets - \$561,200
- Stormwater Utility - \$12,680
- Sewer Utility - \$432,680

MUNIS:
11452

Awarding Public Works Contract No. 8297, Haywood Drive Reconstruction Assessment District - 2019. (13th AD)

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

SOR

compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:

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

See attached document (Contract No. 8297) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8297
HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019

DANE COUNTY CONTRACTING, LLC

\$932,001.19

Acct. No. 11452-402-170: 54410 (91350)	\$418,677.50
Contingency 8%±	<u>33,492.50</u>
Sub-Total	\$452,170.00

Acct. No. 11452-402-174:54445 (91345)	\$100,956.00
Contingency 8%±	<u>8,074.00</u>
Sub-Total	\$109,030.00

Acct. No. 11452-84-174:54445 (91345)	\$11,742.19
Contingency 8%±	<u>937.81</u>
Sub-Total	\$12,680.00

Acct. No. 11452-83-173:54445 (91345)	\$400,625.50
Contingency 8%±	<u>32,054.50</u>
Sub-Total	\$432,680.00

GRAND TOTAL	<u>\$1,006,560.00</u>
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File #:	54704	Version: 1	Name:	Awarding Public Works Contract No. 8297, Haywood Drive Reconstruction Assessment District - 2019.
Type:	Resolution	Status:	Passed	
File created:	2/13/2019	In control:	Engineering Division	
On agenda:	4/16/2019	Final action:	4/16/2019	
Enactment date:	4/22/2019	Enactment #:	RES-19-00284	
Title:	Awarding Public Works Contract No. 8297, Haywood Drive Reconstruction Assessment District - 2019. (13th AD)			
Sponsors:	BOARD OF PUBLIC WORKS			
Attachments:	1. Contract 8297 .pdf			

[History \(5\)](#) [Text](#)

Fiscal Note

The proposed resolution approves awards the contract for the Haywood Drive reconstruction project at an estimated cost of \$1,006,560. The project is funded within the adopted 2019 capital budget for Engineering Major Streets via the Reconstruction Streets program. Funding is provided by GO Borrowing, special assessments, and associated utility components as follows:

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Stormwater Utility - \$12,680
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MUNIS:
11452

Title

Awarding Public Works Contract No. 8297, Haywood Drive Reconstruction Assessment District - 2019. (13th AD)

Body

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

subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:

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

See attached document (Contract No. 8297) for itemization of bids.

Jurisdiction: Wisconsin

Demographics

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

Address

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

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

Company Type

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

Appointments

Show 10 entries Showing 1 to 3 of 28 entries

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

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$932,001.19
ORIGINAL

BID OF DANE COUNTY CONTRACTING, LLC

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8297

PROJECT NO. 11452

MUNIS NO. 11452

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8297**

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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: sms

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019
CONTRACT NO.:	8297
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 1, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JANUARY 31, 2019
BID SUBMISSION (2:00 P.M.)	FEBRUARY 7, 2019
BID OPEN (2:30 P.M.)	FEBRUARY 7, 2019
PUBLISHED IN WSJ	JANUARY 24 & JANUARY 31, 2019

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8297

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

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

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

Haywood Drive – North Wingra Drive to North Park Street

Work shall include spot replacement of the sanitary sewer, lateral installation and storm sewer improvements. New Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the storm sewer and sanitary sewer or are in poor condition. Haywood Drive will be reconstructed with excavation cut necessary to install 12" of new crushed aggregate base course and new Asphalt pavement. The street will be paved with 2.5" Bituminous lower layer, 3 LT 58-28S and 2.0" Bituminous upper layer, 4 LT 58-28S. The Intersection of North Wingra Drive shall be milled 2" and paved with 2.0" Bituminous upper layer, 4 LT 58-28S as shown on the plan.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 106 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements.

SECTION 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

All commercial accesses on Haywood Drive shall be maintained at all times except for when work is directly in front of the driveways. The Contractor shall coordinate with business owners for business deliveries.

The Contractor shall be aware there are registered Wisconsin Historical Society archeological areas within the construction limits. The Contractor shall work closely with City Engineering's Archeological contact, Phil Gaebler at 608-266-4059 or pgaebler@cityofmadison.com, to coordinate any archeological on site observations required during excavation.

Coordination with Utilities

Work in this contract may require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

Madison Metropolitan Sewerage District (MMSD) will be replacing their 24" diameter gravity sewer with a 36" diameter gravity sewer on Haywood Drive from North Wingra Drive to West Shore Drive. This public works contract shall not start until the MMSD project is complete. The project is anticipated to be completed by the end of June or early July. Please coordinate this contract with The MMSD project Engineer, Jen Hurlebaus, P.E. at 608-222-1201 Ext. 248 or JenH@madsewer.org

There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them, especially existing AT&T 9 duct package and the AT&T clay pipe and copper pipe. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies.

Madison Gas & Electric (Gas)

Holly Powell at (608) 252-7214 or hpowell@mg.com

Madison Gas & Electric (Electric)

Mark Bohm at (608) 252- 4730 or mbohmm@mg.com

AT&T

Carol Anason at (608) 888-5557 or g46926@att.com

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to tmohr@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

Haywood Drive may be closed to through traffic while the street is under construction. Two lanes of traffic must be maintained on North Wingra Drive at all time, except during paving operations. Work within the Wingra Drive intersection shall be limited to off-peak traffic times--8:30 a.m. to 4:00 p.m. Flaggers shall be used during the paving operation to maintain two way traffic on North Wingra Drive.

Maintain local and emergency vehicle access at all times.

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.

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

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 the project at all times. This includes local residents, businesses and emergency vehicles. Notify residents and businesses in writing at least 72 hours prior to restricting access or closing any driveway.

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 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.

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 Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 267-8725, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The Contractor shall notify Ray Schneider at (608) 347-3628 or rays@madsewer.org 5 days prior to installing laterals connecting to the MMSD sewer or for any City sewer mains connected to MMSD facilities. Permit fees associated with connection to MMSD facilities will be the responsibility of the contractor. MMSD has indicated that the fee will be \$3375.00.

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

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

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

The Contractor may encounter contaminated soils and/or groundwater. The Contractor will be required to obtain a permit from the City of Madison for discharging to public sanitary.

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall coordinate all work with the MMSD project that is occurring prior to the public works contract. It is anticipated the MMSD contract will be complete by the end of June or early July. The time of completion shall be **November 15, 2019**. Once construction starts, the contractor shall have **SEVENTY-FIVE (75) CALENDAR DAYS** to complete the work.

Work shall begin only after the start work letter is received. The Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4089) three (3) weeks in advance of the selected start date.

BID ITEM 20101 – EXCAVATION CUT

Removal of any existing small timber retaining walls or planters, landscaping borders and small shrubs shall be considered incidental to this bid item.

BID ITEM 20336 – PIPE PLUG

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

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

SECTION 210.1(d) STREET SWEEPING

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

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

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

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

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

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

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

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

BID ITEM 30208 – HAND FORMED CURB & GUTTER

When placing Hand Formed Curb & Gutter adjacent to existing trees, the Contractor shall minimize the excavation necessary for the curb to be installed. The excavated area shall be limited to a maximum of 6 inches behind the back of curb. Payment for hand formed concrete curb and gutter is full compensation for furnishing any materials necessary, and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work. The Contractor shall coordinate work with City Forestry as required by the standard specifications.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Matt Allie. He may be contacted at (608) 266-4058 or mallie@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 466 feet of new 8" PVC SDR-35/26 sewer main and 700 feet of new sanitary lateral SDR-35/26.

ASTM D3034 SDR-35/SDR-26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2019 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

Connection of new pipes to existing structures shall be accommodated with a Sanitary Sewer Tap – Bid Item 50791.

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 517 feet of new 12" storm sewer.

Reconnection of 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.

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

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

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26)

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

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

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

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

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (106 sf) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50356 – RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL). Connections to the existing 36" diameter MMSD sewer main shall be done with 6" diameter Inserta Tee (or equivalent) pipe connections. The Contractor shall adhere to the installation procedures called out by the manufacturer. The existing 36" RCP pipe shall be field cored to the appropriate size with a diamond drill bit per the manufacturer's specifications, The Inserta Tee (or equivalent) shall then be compression fit into the hole to achieve a water tight connections. All work under this bid item shall be done in accordance with Article 503 of the City of Madison Standard Specifications for Publics Works Construction, Latest Addition. Lateral risers shall be installed in conformance with the S.D.D. 5.3.1 and made payable as Reconnect (Bid Item 50356) and Sanitary Sewer Lateral (Bid Item 50353)

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction, Latest Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City

providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50783 – INSIDE DROP

DESCRIPTION

Work under this item shall include construction of an inside drop as called for on the plans in accordance with Article 507.3(d), SDD 5.7.30 of the City of Madison Standard Specifications for Public Works Construction, Latest Edition except that the measurement quantity will not be the vertical distance difference between the connecting pipe and spring line of the outgoing pipe. Pay quantity will rather be the vertical foot difference between the invert of the connecting pipe to crown of the outgoing pipe.

With these all being MMSD manholes, the Contractor shall notify Ray Schneider at (608) 347-3628 or rays@madsewer.org 5 days prior to connecting to MMSD manhole for permitting and inspection. Permit fees associated with connection to MMSD facilities will be the responsibility of the contractor.

METHOD OF MEASUREMENT

Inside Drop shall be measured by the vertical foot difference measured from the invert of the connecting pipe to crown of the outgoing pipe.

BASIS OF PAYMENT

Inside Drop, measured as described, which will be paid for at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

BID ITEM 90001 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN

DESCRIPTION

This work consists of furnishing and applying a high friction surfacing system in accordance with this Section and in conformity with the lines and details shown on the plans. The field-installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary or contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

MATERIALS

General: Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufacturer's specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D.2471
Cure Rate, hours, maximum	3	Film @ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading, No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
Aggregate Color	Green	

Certification: Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

Mixing and Application of MMA based resin system and Aggregate Wearing Course: Utilize one of the following methods for the application of the MMA based resin system, as applicable.

1) **Hand mixing and application:** Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer.

Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.

2) Mechanical mixing and application: Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate. Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

Curing: Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

Removal of Excess Aggregate: Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace high friction colored surface treatment that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non-conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

BID ITEM 90070 – MODIFY MMSD SAS – PARTIAL ABANDON, POUR BENCH WITH FLOWLINES

DESCRIPTION

This item includes all necessary work, materials, preparation, and incidentals necessary to partially abandon the MMSD SAS, construct a poured concrete bench with flowlines at the elevation called out for MMSD MH02-112 on the sanitary sewer schedule. Contractor shall abandon the structure with coring holes in the base of the structure and filling the structure with compacted fill up to 8 inches below the proposed pipe invert. Abandonment shall be completed in conformance with Article 203.1(c) of the City of Madison Standard Specifications for Public Works Construction, latest edition. Contractor shall pour a new floor, bench, and flow lines in conformance with Article 501 of the City of Madison Standard Specifications for Public Works Construction, latest edition.

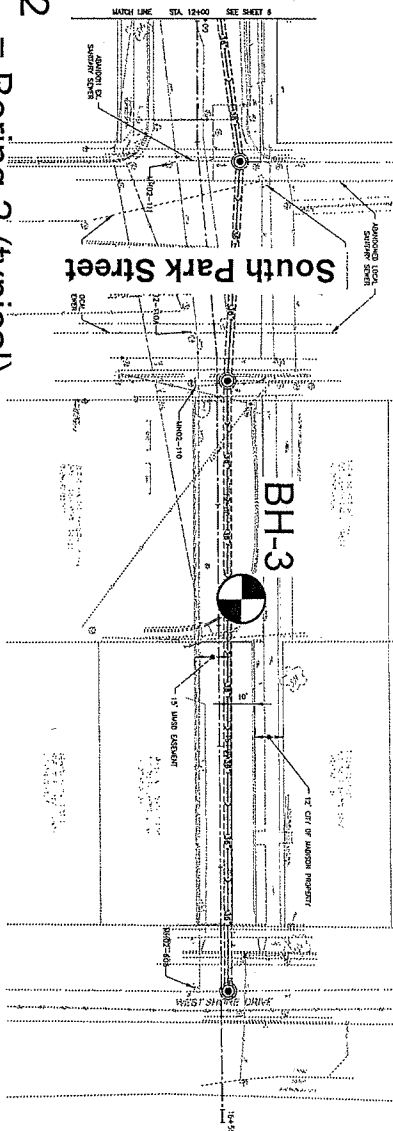
METHOD OF MEASUREMENT

MODIFY MMSD SAS – PARTIAL ABANDON, POUR BENCH WITH FLOWLINES shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, filling the SAS to raise the invert elevation, pouring a new bench with flowlines, and all other work incidental to the installation of sanitary sewer access structures.

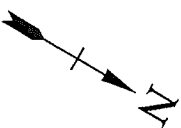
BASIS OF PAYMENT

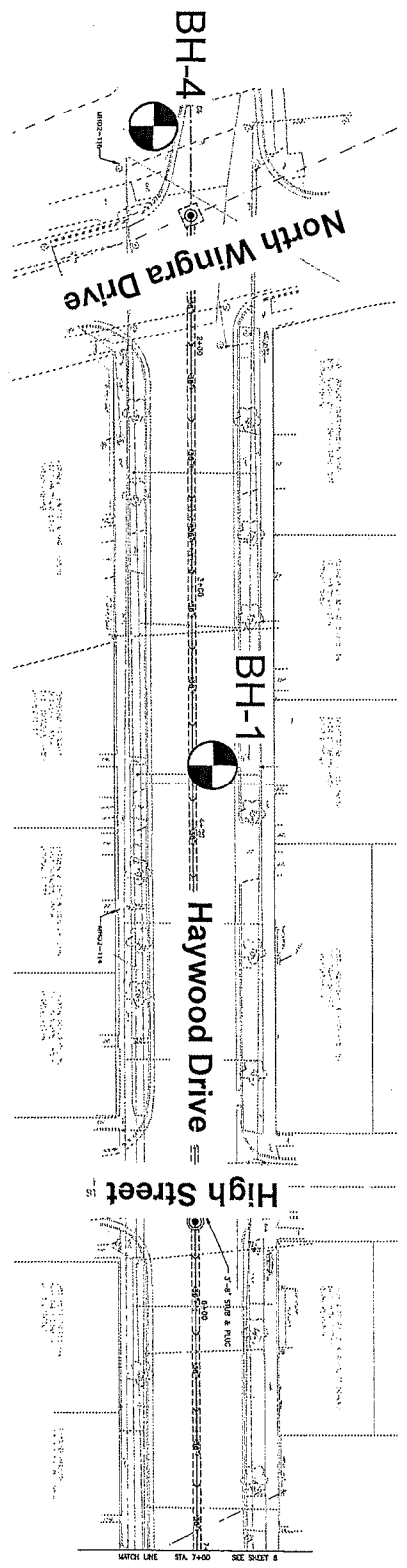
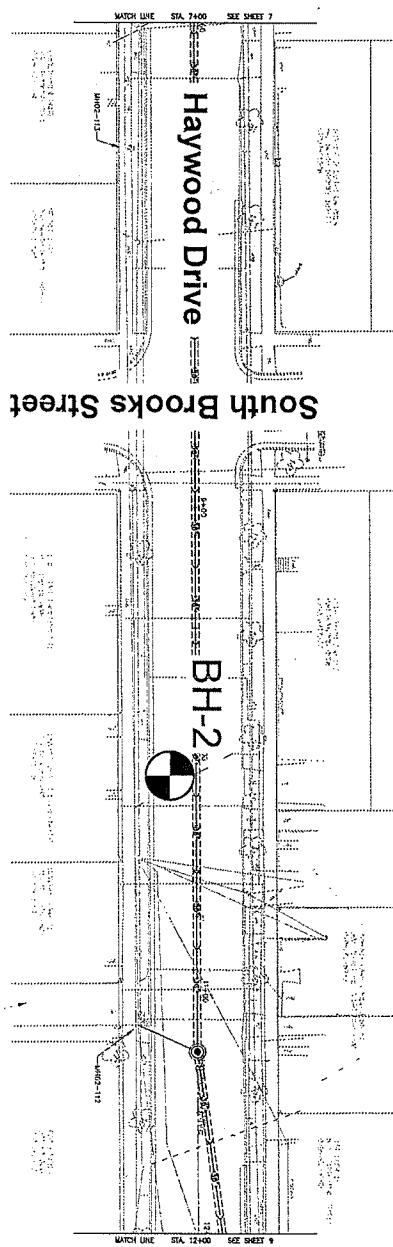
MODIFY MMSD SAS – PARTIAL ABANDON, POUR BENCH WITH FLOWLINES shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

 2 = Boring 2 (typical)



MADISON
BAY

NOT-TO-SCALE




 **Soils & Engineering Services, Inc.**
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
 CONSULTING CIVIL ENGINEERS SINCE 1966

LOCATION SKETCH
 Haywood Drive
 North Wingra Drive to West Shore Drive
 City of Madison, Dane County, Wisconsin

DRAWING
 13300.01-1

NOTES

1. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual.
2. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Soil Boring Records.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Soil Boring Records are a part of the geotechnical report. The geotechnical report should be included in the bidding or reference documents.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

q_p = Penetrometer reading, $\frac{\text{ton}}{\text{ft}^2}$

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

Frozen or F = Frozen material
 Dry = Dusty, dry to touch, absence of moisture
 Moist or M = Damp to touch, no visible water
 Wet or W = Visible free water


DRILLING METHODS LEGEND


HSA = Continuous flight hollow-stem augers

REMARKS LEGEND

OO = Organic Odor

SAMPLER TYPE LEGEND

 Grab sample

 2-inch-outside-diameter, split-barrel sampler

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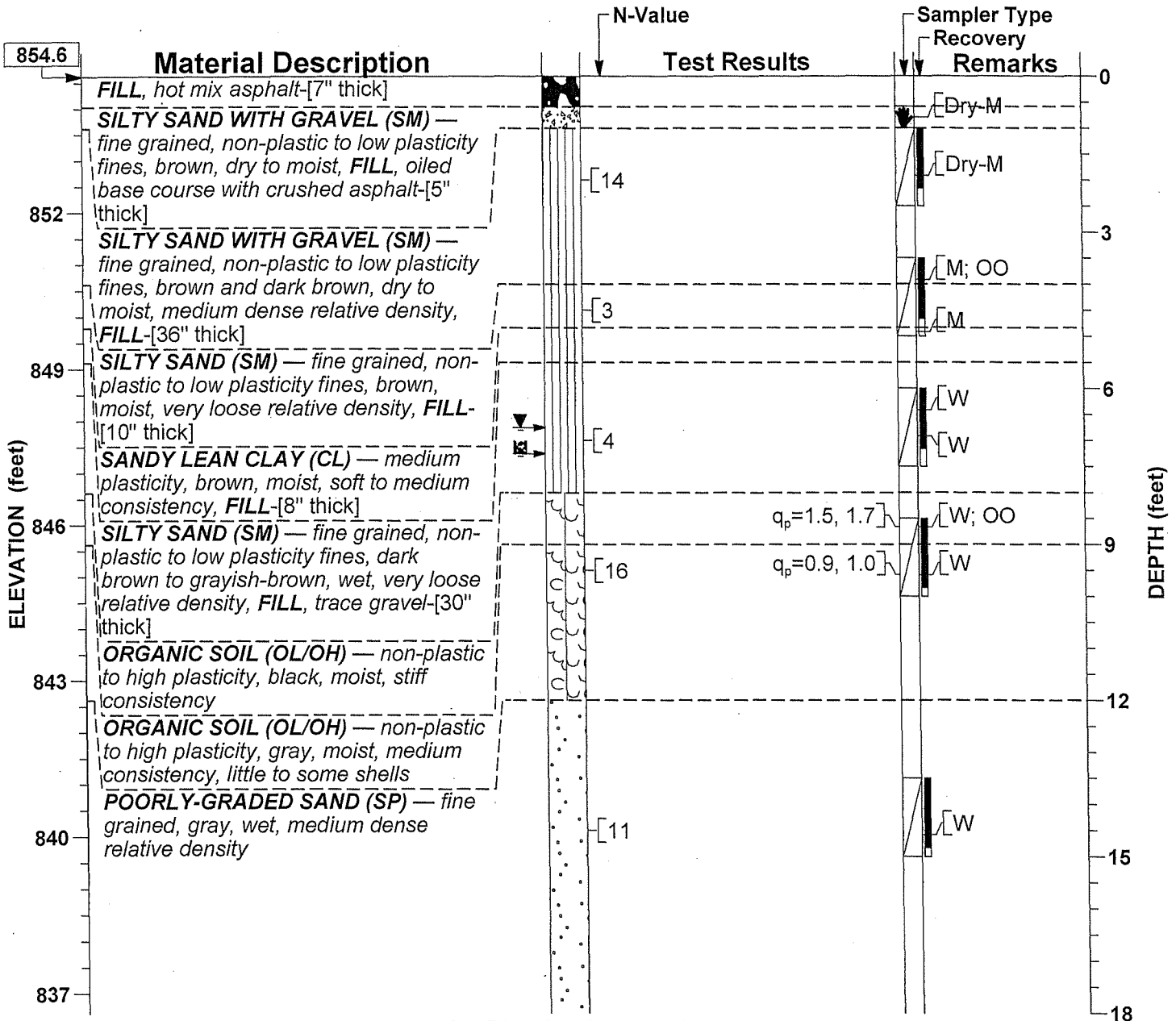
NOTES AND LEGEND RECORD
 Haywood Drive
 North Wingra Drive to West Shore Drive
 City of Madison, Dane County, Wisconsin

13300.01

General Location: 8 feet north of Haywood Drive & ; 3 feet east of House # 1114

Boring BH-1

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 26	CREW CHIEF: SJH	DRILL RIG: CME 75	PAGE: 1 of 2
NORTHING: ---	EASTING: ---	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 20'-0"
STATION: ---	OFFSET: ---	RANGE: 9 E	¼ ¼: NW	LOG QC: CMB	DATE STARTED: 07/09/2018	DATE COMPLETED: 07/09/2018



Boring BH-1 Continued On Page 2/2

WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 6'-9" at completion	⊠ 7'-3" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	5.6"

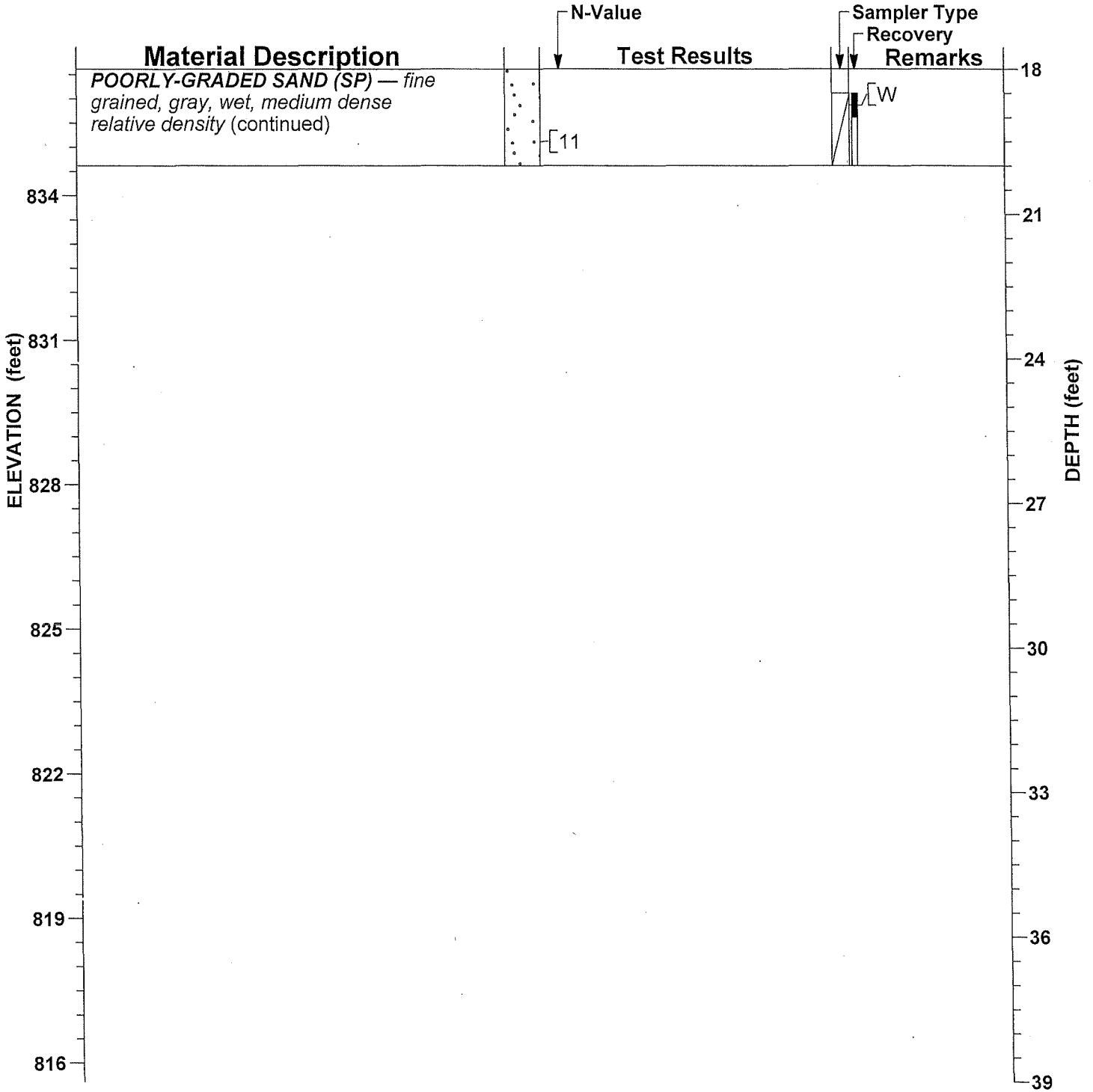
SAMPLING METHOD(S): ASTM D1586

SURFACE PATCH: Cold Mix Asphalt Patching Compound


BACKFILL: Base Course, Bentonite Chips, Caved Soil

The Notes and Legend Record is considered a part of this Soil Boring Record.

<p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p>SOIL BORING RECORD Haywood Drive North Wingra Drive to West Shore Drive City of Madison, Dane County, Wisconsin</p>	13300.01
	<p>Printed on 7/20/2018</p>	



The Notes and Legend Record is considered a part of this Soil Boring Record.

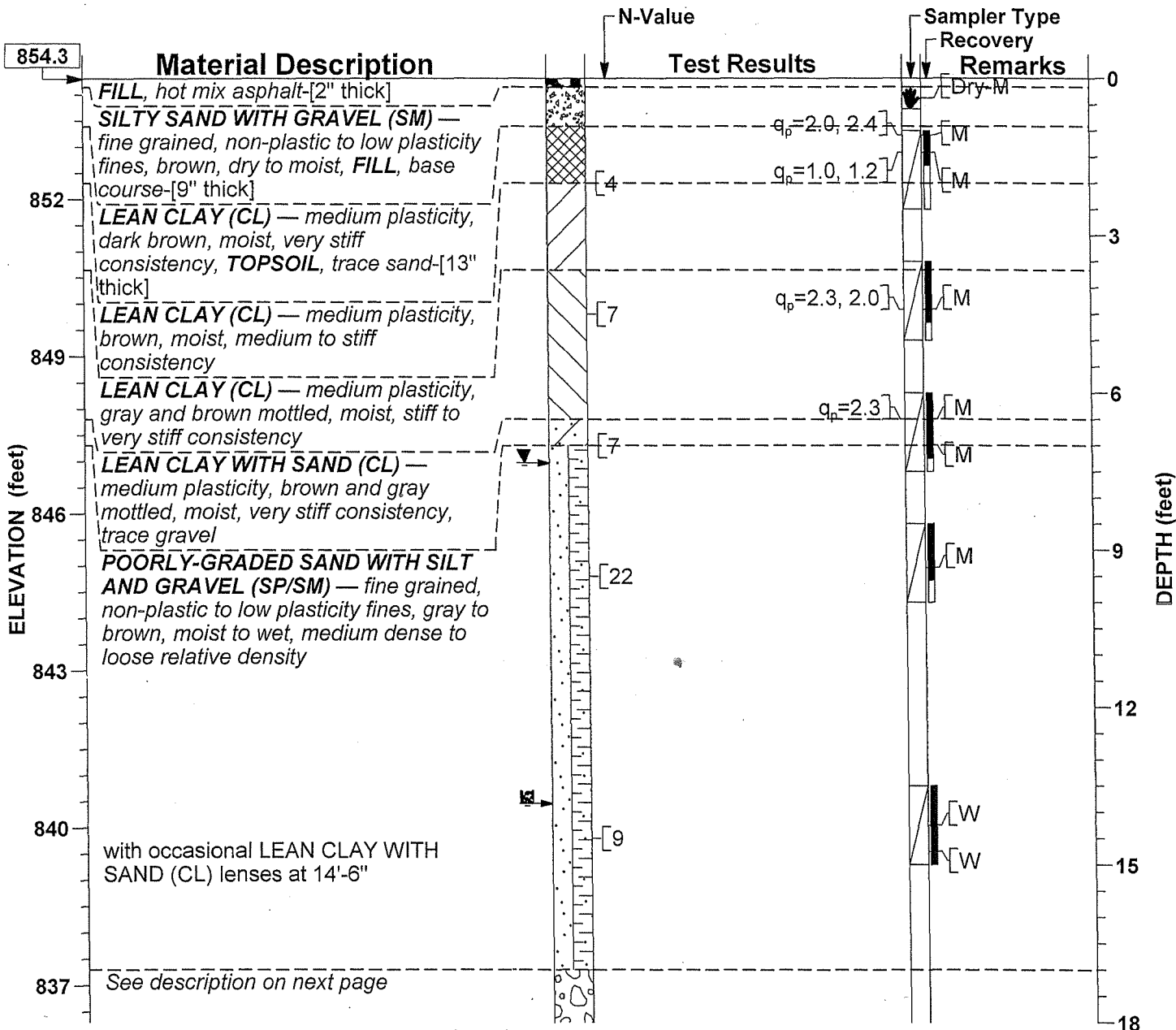
 <p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p>SOIL BORING RECORD Haywood Drive North Wingra Drive to West Shore Drive City of Madison, Dane County, Wisconsin</p>	<p>13300.01</p>
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General Location:

11 feet south of Haywood Drive ☐ ; 16 feet east of House #921 driveway

Boring BH-2

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 26	CREW CHIEF: SJH	DRILL RIG: CME 75	PAGE: 1 of 2
NORTHING: ---	EASTING: ---	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 30'-0"
STATION: ---	OFFSET: ---	RANGE: 9 E	¼ ¼: NW	LOG QC: CMB	DATE STARTED: 07/10/2018	DATE COMPLETED: 07/10/2018



Boring BH-2 Continued On Page 2/2

WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 7'-4" at completion	☐ 13'-10" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	30'-0"	5.6"
SAMPLING METHOD(S): ASTM D1586						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Base Course, Bentonite Chips, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.



Soils & Engineering Services, Inc.

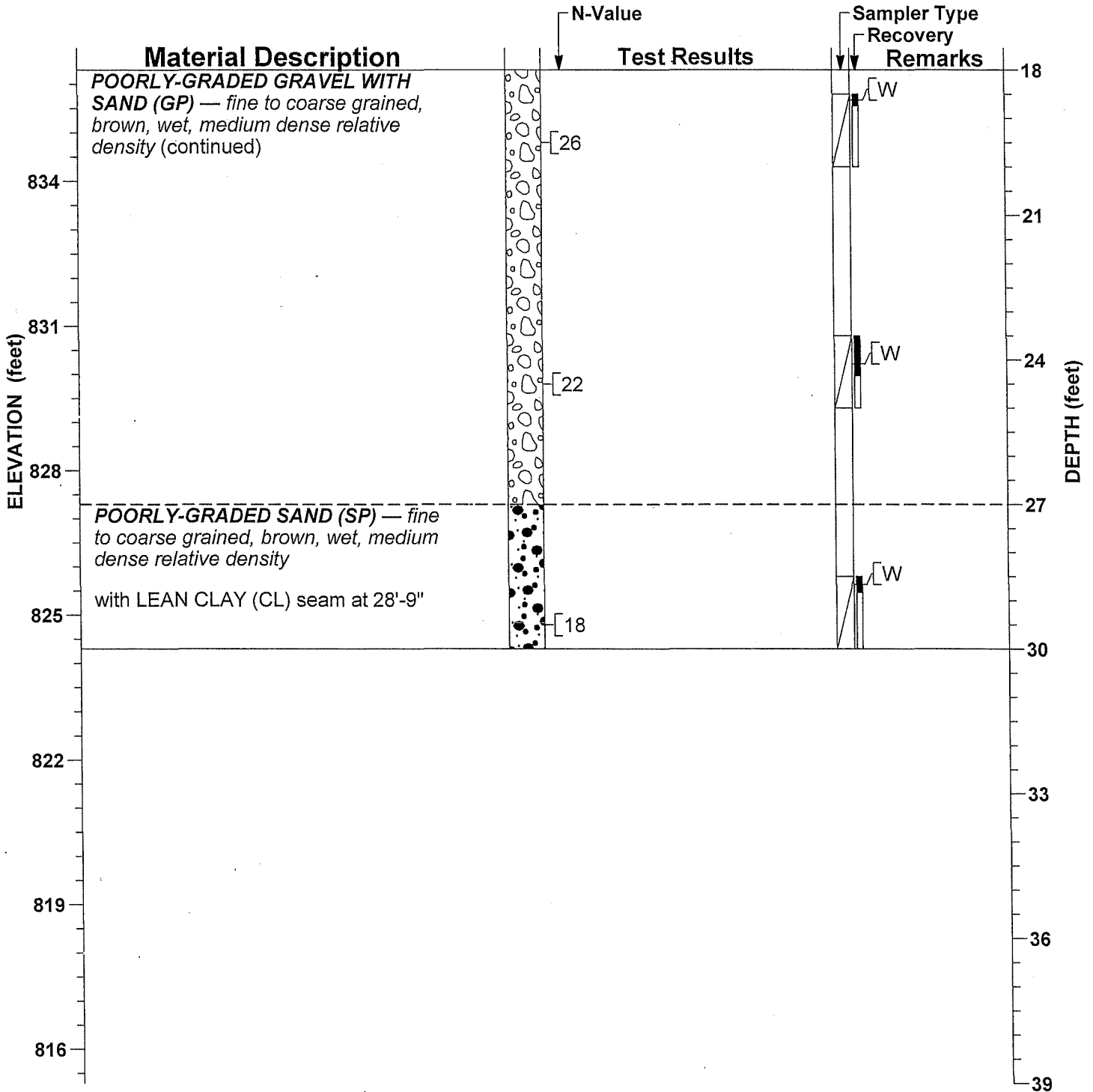
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CONSULTING CIVIL ENGINEERS SINCE 1966


SOIL BORING RECORD

Haywood Drive
 North Wingra Drive to West Shore Drive
 City of Madison, Dane County, Wisconsin

13300.01



The Notes and Legend Record is considered a part of this Soil Boring Record.

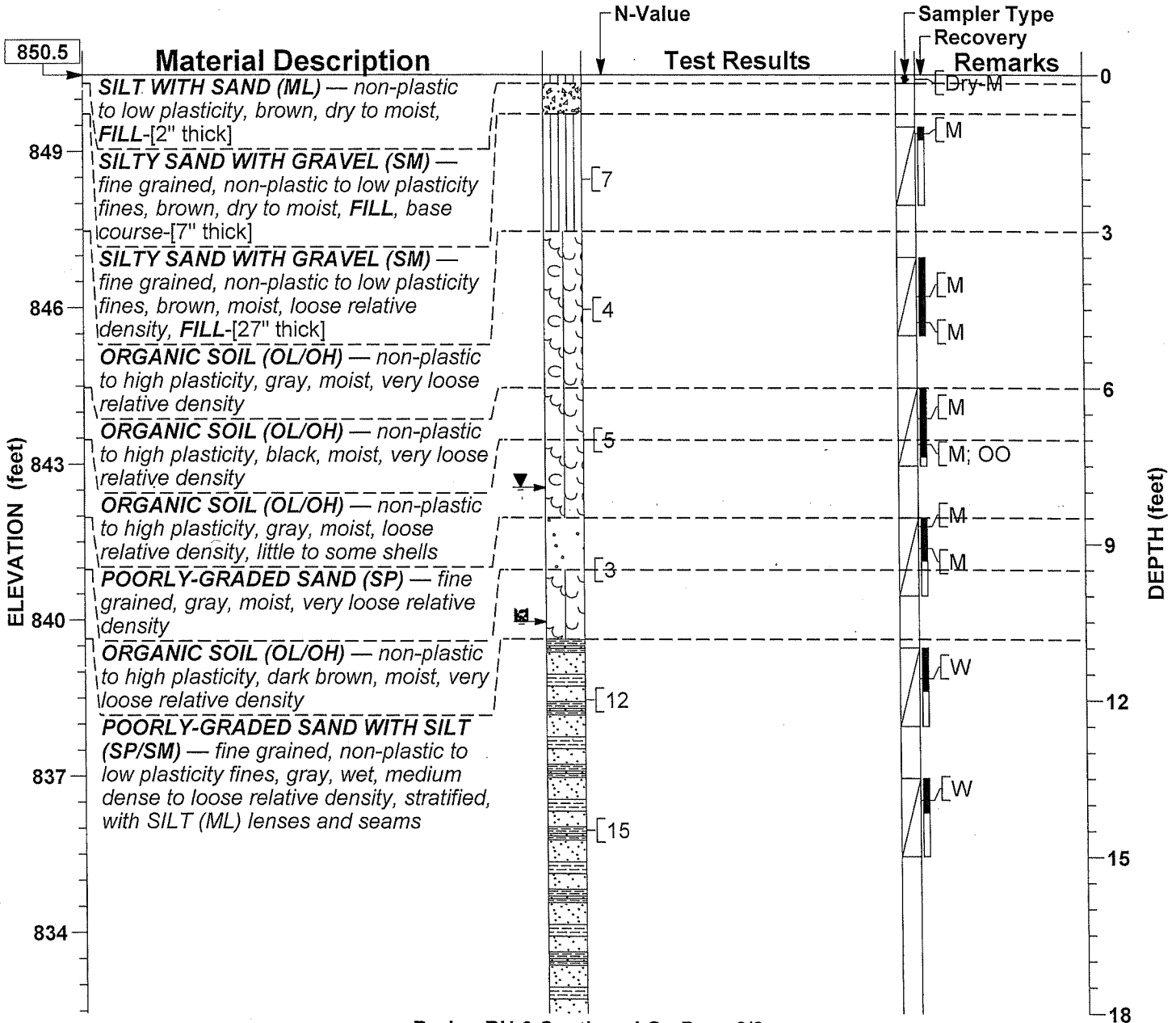
 <p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p>SOIL BORING RECORD Haywood Drive North Wingra Drive to West Shore Drive City of Madison, Dane County, Wisconsin</p>	<p>13300.01</p>
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General Location:

9 feet south of sidewalk north of Mister Car Wash; 92 feet east of east Park Street curb

Boring BH-3

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 26	CREW CHIEF: SJH	DRILL RIG: CME 75	PAGE: 1 of 2
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 20'-0"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: NW	LOG QC: CMB	DATE STARTED: 07/11/2018	DATE COMPLETED: 07/11/2018



Boring BH-3 Continued On Page 2/2

WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 7'-11" at completion	■ 10'-6" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	5.6"
SAMPLING METHOD(S): ASTM D1586						
SURFACE PATCH: —						
BACKFILL: Topsoil, Bentonite Chips, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.



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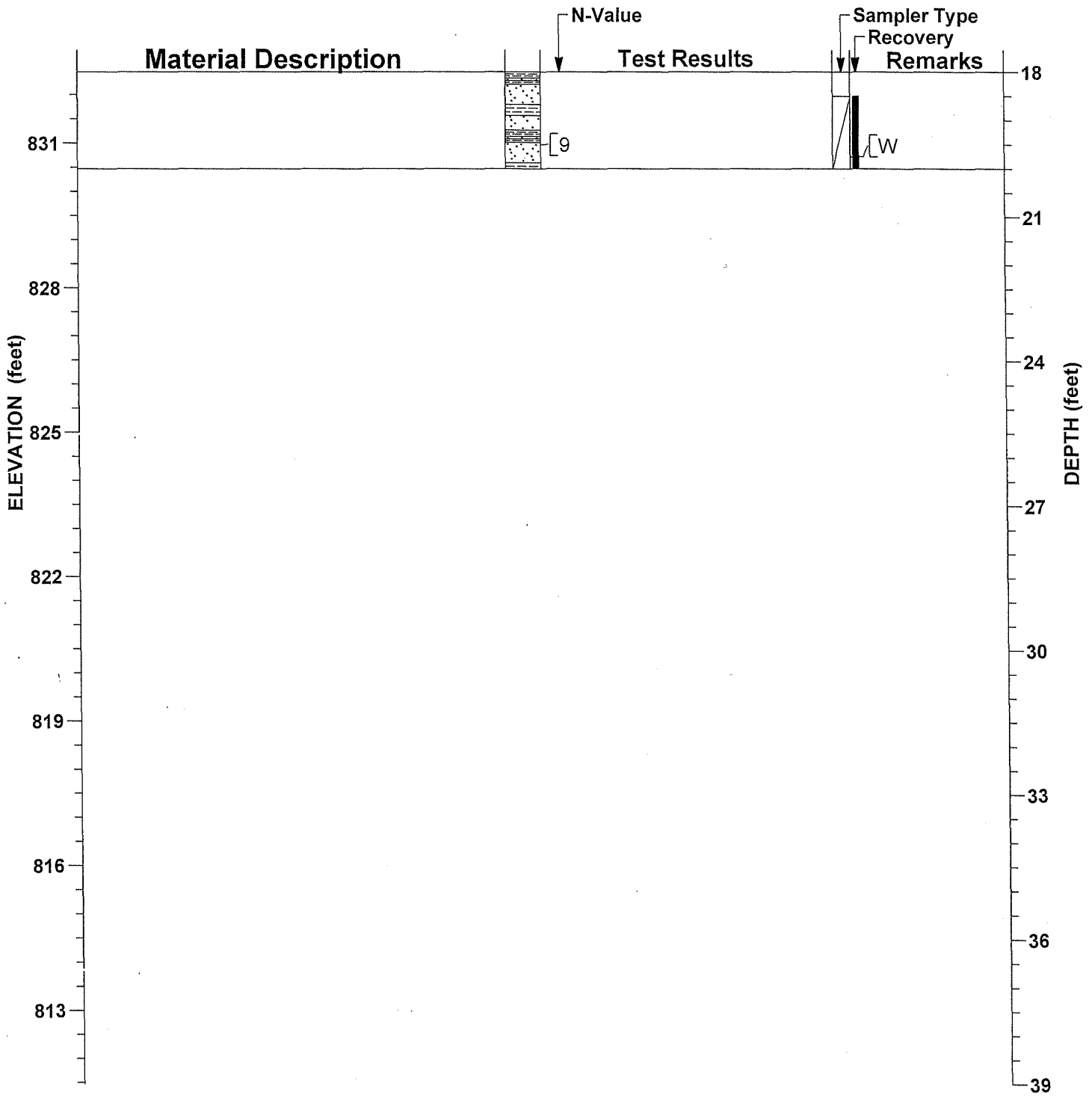
CONSULTING CIVIL ENGINEERS SINCE 1966

SOIL BORING RECORD


Haywood Drive
 North Wingra Drive to West Shore Drive
 City of Madison, Dane County, Wisconsin

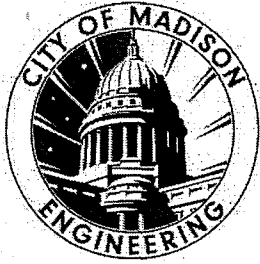
13300.01

Boring BH-3



The Notes and Legend Record is considered a part of this Soil Boring Record.

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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

February 1, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8297**

Haywood Drive Reconstruction Assessment District - 2019

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

PLANS:

REMOVE

Remove Sheets P1, P2, U4

INSERT

Insert Sheets P1, P2, U4 (Revised 2-1-2019 & 2-4-2019)

Proposed abandon sanitary structures, show the sidewalk removal required to abandon structure. The casting are to remain in place on the MMSD structure abandonment in Park Street and revised abandonment requirements for all MMSD structures.

SPECIAL PROVISIONS:

REVISE

SECTION 107.7 MAINTENANCE OF TRAFFIC

Insert into special provisions after paragraph 3.

For all work on South Park Street for the abandonment of the MMSD sewer access structures peak hour restrictions shall apply. Peak hours shall be defined as Monday through Friday between the hours of 7 A.M. and 9 A.M. and 3 P.M. to 6 P.M. The Contractor shall only close one lane in each direction during the non-peak hours and the closure shall conform to the MUTCD. The Contractor shall also have several flaggers available and on site when working on South Park Street to assist in the traffic control. Electronic, flashing arrow boards shall be in place at any lane closure on South Park Street.

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
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

REMOVE

BID ITEM 50356 – RECONNECT SANITARY LATERAL

REPLACE

BID ITEM 50356 – RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL). Connections to the existing 36" diameter MMSD sewer main shall be done with 6" diameter Inserta Tee (or equivalent) pipe connections. The Contractor shall adhere to the installation procedures called out by the manufacturer. The existing 36" RCP pipe shall be field cored to the appropriate size with a diamond drill bit per the manufacturer's specifications, The Inserta Tee (or equivalent) shall then be compression fit into the hole to achieve a water tight connections. The lateral connections shall be made at an angle corresponding to 2 o'clock or 10 o'clock on the pipe circumference, depending on which side of the street the lateral serves. Risers should not enter the top of the 36" diameter main. All work under this bid item shall be done in accordance with Article 503 of the City of Madison Standard Specifications for Publics Works Construction, latest addition. Lateral risers shall be installed in conformance with the S.D.D. 5.3.1 and made payable as Reconnect (Bid Item 50356) and Sanitary Sewer Lateral (Bid Item 50353)

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

ADD

BID ITEM 20335 – ABANDON SEWER PIPE WITH SLURRY

Abandoning pipe with slurry shall require the entire pipe be filled with slurry. Any sanitary mains, that are intended to be abandoned that are damaged during the lateral installations/relocations shall be repaired by the Contractor at their expense and shall be considered incidental to this bid item.

ADD

BID ITEM 90071 – ABANDON SEWER ACCESS STRUCTURE (MMSD)

Work under this item shall abandon the MMSD owned structures called for abandonment in accordance with Article 203 of the Standard Specifications for Public Works Construction, with the following exceptions. This specification does not pertain to the partial abandon of MMSD MH02-112. MMSD structures shall not have cored holes in the base of any the structures. All MMSD structures shall be abandoned by filling the entire structure that is to remain with either pea gravel or lightweight cellular concrete such as Elastizell, or an approved equivalent.

The three (3) MMSD structures in Park Street shall also be abandoned this way but will not be have the structure roofs and adjustment rings removed to the 2' depth as required in the standard specifications or the casting removed (MH02-110, MH02-110A, and MH02-111). These manhole castings shall remain as they are with no concrete pavement, sidewalk or curb removal. For these 3 structures, the contractor shall fill the entire structure to the rim with the pea gravel or lightweight cellular concrete such as Elastizell, or an approved equivalent.

METHOD OF MEASUREMENT

ABANDON SEWER ACCESS STRUCTURE (MMSD) shall be measured as each completed unit acceptably completed.

BASIS OF PAYMENT

ABANDON SEWER ACCESS STRUCTURE (MMSD) shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

PROPOSAL

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

Action	Bid Item	Description	Original Quantity	New Quantity
MODIFY	20331	ABANDON SEWER ACCESS STRUCTURE (SANITARY)	9	5
MODIFY	20335	ABANDON SEWER PIPE WITH SLURRY	150.1	177.6
ADD	90071	ABANDON SEWER ACCESS STRUCTURE (MMSD)	---	5

Please see Bid Express for revised bid item quantities.

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

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

<http://www.bidexpress.com>

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



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

RFP:ensms

Contract 8297 – Dane County Contracting, LLC

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

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

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

HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8297

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: Dane County Contracting, LLC
Address: 7346 Darwin Ct #6, Dane, WI 53529
Telephone Number: 608-849-3040 Fax Number: 608-849-3041
Contact Person/Title: Tom Richards - Manager

Prime Bidder Certification

I, Tom Richards Manager of

Dane County Contracting, LLC Company certify that the information

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

[Signature]
Witness' Signature

[Signature]
Bidder's Signature

2-7-19
Date

HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8297

DATE: 2/7/19

**Dane County Contracting,
LLC.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$18,700.00	\$18,700.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	61.00	\$10.00	\$610.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	61.00	\$10.00	\$610.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$55,000.00	\$55,000.00
20101.0 - EXCAVATION CUT - C.Y.	2215.00	\$25.00	\$55,375.00
20219.0 - BREAKER RUN - TON	405.00	\$16.50	\$6,682.50
20221.0 - TOPSOIL - S.Y.	1550.00	\$6.25	\$9,687.50
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	140.00	\$2.00	\$280.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	2145.00	\$4.00	\$8,580.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	6290.00	\$3.50	\$22,015.00
20401.0 - CLEARING - I.D.	61.00	\$34.00	\$2,074.00
20403.0 - GRUBBING - I.D.	61.00	\$27.00	\$1,647.00
20701.0 - TERRACE SEEDING - S.Y.	1550.00	\$1.85	\$2,867.50
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1550.00	\$2.00	\$3,100.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	2145.00	\$17.00	\$36,465.00
30208.0 - HAND FORMED CURB AND GUTTER(UNDISTRIBUTED) - L.F.	50.00	\$36.00	\$1,800.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	3750.00	\$6.50	\$24,375.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	4740.00	\$6.75	\$31,995.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	112.00	\$31.00	\$3,472.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	1240.00	\$17.00	\$21,080.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 - TON	970.00	\$17.00	\$16,490.00
40201.0 - HMA PAVEMENT 3 LT 58-28S - TON	660.00	\$75.00	\$49,500.00
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	600.00	\$78.00	\$46,800.00
40218.0 - TACK COAT - GAL	475.00	\$2.50	\$1,187.50
40301.0 - FULL WIDTH GRINDING - S.Y.	585.00	\$11.50	\$6,727.50
40410.0 - CONCRETE SPEED HUMP - S.Y.	250.00	\$8.50	\$2,125.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	230.00	\$8.75	\$2,012.50
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	570.00	\$9.75	\$5,557.50
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	80.00	\$11.00	\$880.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	340.00	\$14.00	\$4,760.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	160.00	\$15.00	\$2,400.00
90001.0 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN - S.F	500.00	\$12.50	\$6,250.00
20217.0 - CLEAR STONE - TON	665.00	\$17.00	\$11,305.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	7.00	\$750.00	\$5,250.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$525.00	\$2,100.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$600.00	\$1,200.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	4.00	\$600.00	\$2,400.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,700.00	\$4,700.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	8.00	\$250.00	\$2,000.00
21042.0 - INLET PROTECTION, TYPE D - PROVIDE & INSTALL - EACH	12.00	\$170.00	\$2,040.00
21043.0 - INLET PROTECTION, TYPE D - MAINTAIN - EACH	12.00	\$57.00	\$684.00
21044.0 - INLET PROTECTION, TYPE D - REMOVE - EACH	12.00	\$31.00	\$372.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	519.00	\$95.00	\$49,305.00
50741.0 - TYPE H INLET - EACH	7.00	\$2,800.00	\$19,600.00
20336.0 - PIPE PLUG - EACH	2.00	\$300.00	\$600.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	519.00	\$0.01	\$5.19
50440.0 - 6 INCH TYPE III STORM SEWER PIPE - L.F.	10.00	\$100.00	\$1,000.00
50723.0 - 3'X3' STORM SAS - EACH	1.00	\$3,400.00	\$3,400.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$3,200.00	\$3,200.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$1,200.00	\$1,200.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	1.00	\$1,100.00	\$1,100.00

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Item	Quantity	Price	Extension
50801.0 - UTILITY LINE OPENING (STORM) - EACH	2.00	\$250.00	\$500.00
20331.0 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH	5.00	\$550.00	\$2,750.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	177.60	\$270.00	\$47,952.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$25,000.00	\$25,000.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	930.00	\$1.00	\$930.00
50301.0 - 8" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	466.00	\$195.00	\$90,870.00
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	464.00	\$215.00	\$99,760.00
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	18.00	\$2,800.00	\$50,400.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$2,700.00	\$2,700.00
50701.0 - 4' DIA SAS - EACH	2.00	\$3,700.00	\$7,400.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	55.00	\$50.00	\$2,750.00
50783.0 - 8 INCH INSIDE DROP - V.F.	19.90	\$275.00	\$5,472.50
50791.0 - SANITARY SEWER TAP - EACH	6.00	\$2,600.00	\$15,600.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	1.00	\$2,200.00	\$2,200.00
90070.0 - MODIFY MMSD SAS - PARTIAL ABANDON, POUR BENCH WITH FLOWLINES - EACH	1.00	\$2,150.00	\$2,150.00
90071 - ABANDON SEWER ACCESS STRUCTURE (MMSD) - EACH	5.00	\$2,600.00	\$13,000.00
67 Items	Totals		\$932,001.19

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:

HAYWOOD DRIVE RECONSTRUCTION ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8297

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

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

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

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

Seal PRINCIPAL
Dane County Contracting, LLC

Name of Principal

Tom Richards

By

Tom Richards

Name and Title

2/6/19
Date

Seal SURETY
Granite Re, Inc.

Name of Surety

Connie Smith

By

Connie Smith, Attorney-in-Fact

Name and Title

02/04/2019
Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 2587929 for the year 2019, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

02/04/2019

Date

Connie Smith

Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

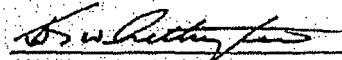
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

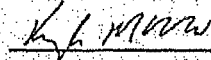
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President

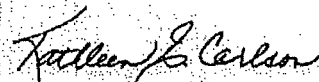


Kyle P. McDonald, Treasurer

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



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



Notary Public

GRANITE RE, INC.
Certificate

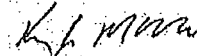
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said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

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

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

 day of Feb, 2019





Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 3d day of MAY in the year Two Thousand and Nineteen between DANE COUNTY CONTRACTING, LLC hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

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2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of NINE HUNDRED THIRTY-TWO THOUSAND ONE AND 19/100 (\$932,001.19) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

DANE COUNTY CONTRACTING, LLC

Company Name

Liisa K. Hallman 4.30.19
Witness Date

Liisa K. Hallman 4.30.19
Witness Date

Tom Z... 4.30.19
~~President~~ *manager* Date

Lee... 4.30.19
~~Secretary~~ *manager* Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

W. Schroeder 5/22/19
Finance Director Date

Dee Cini 6.5.19
Witness Date

Lauren M. Perez 5-16-2019
Witness Date

[Signature] Date
City Attorney

[Signature] 6/2/19
Mayor Date

Maibeth Witzel-Behl 5-16-2019
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DANE COUNTY CONTRACTING, LLC as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of NINE HUNDRED THIRTY-TWO THOUSAND ONE AND 19/100 (\$932,001.19) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

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In Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect. ~~It is a condition of this Bond that all contract funds are to be released through Northern Escrow, Inc., 1276 S Robert St, W St Paul, MN 55118; 651-457-9621-voice; 651-457-7531;~~

Signed and sealed this 3rd day of May, 2019

Countersigned:

Luisa K. Hallman
Witness

Brian A. Pongratz
Secretary

Approved as to form:

Will P. [Signature]
City Attorney

DANE COUNTY CONTRACTING, LLC
Company Name (Principal)

[Signature]
President Seal

-fax"
REV 6-5-19
AUTHORIZATION
ATTACHED

Granite Re, Inc.

Surety Seal
 Salary Employee Commission

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

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

05/03/2019
Date

Connie Smith
Agent Signature Connie Smith

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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


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

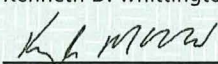
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





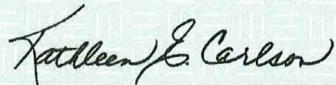
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

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

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





Kathleen E. Carlson
Notary Public

GRANITE RE, INC. Certificate

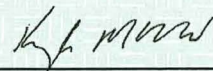
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said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

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

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

5 day of MAY, 2019





Kyle P. McDonald, Secretary/Treasurer

Viste, Doran

From: Trisha Hallman <trisha-dcc@tds.net>
Sent: Wednesday, June 5, 2019 7:31 AM
To: Viste, Doran
Subject: FW: Haywood Drive--Contract 8297: Need New Payment & Performance Bonds

Doran,

Tom Richards and Brian Pongratz have given permission to cross the verbage off on the contract per Connie from J Ryan Bonding as stated below.

If you have any questions please feel free to contact me.

Thank you!

Trisha Hallman
Office Manager/Project Manager
Dane County Contracting, LLC.
7346 Darlin Court #6
Dane, WI 53529
Office: (608) 849-3040
Fax: (608) 849-3041

From: danecountycontracting@tds.net [mailto:danecountycontracting@tds.net]
Sent: Monday, June 03, 2019 2:43 PM
To: Office <trisha-dcc@tds.net>
Subject: Fwd: Haywood Drive--Contract 8297: Need New Payment & Performance Bonds

Sent from my iPhone

Begin forwarded message:

From: "Judy Kamin" <judykamindcc@gmail.com>
Date: June 3, 2019 at 2:28:02 PM CDT
To: "Trisha Hallman" <trisha-dcc@tds.net>
Cc: "Tom Richards" <danecountycontracting@tds.net>
Subject: FW: FW: Haywood Drive--Contract 8297: Need New Payment & Performance Bonds

Judy Kamin
Administrative Assistant
Dane County Contracting, LLC
7346 Darlin Ct #6
Dane WI 53529
Phone: 608-849-3040

From: Connie Smith <CSmith@jryanbonding.com>
Sent: Monday, June 03, 2019 8:57 AM
To: Judy Kamin <judykamindcc@gmail.com>
Subject: FW: FW: Haywood Drive--Contract 8297: Need New Payment & Performance Bonds

Trisha – Can you please have Tom and Brian send an email to Doran at the City of Madison giving him permission to cross off the escrow verbiage? Please see below.

Thank you,

Connie

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

From: Viste, Doran [<mailto:DViste@cityofmadison.com>]
Sent: Monday, June 03, 2019 8:53 AM
To: Connie Smith <CSmith@jryanbonding.com>
Subject: RE: FW: Haywood Drive--Contract 8297: Need New Payment & Performance Bonds

I just need the same authorization from the Contractor's signatories.

From: Connie Smith <CSmith@jryanbonding.com>
Sent: Monday, June 3, 2019 8:48 AM
To: Viste, Doran <DViste@cityofmadison.com>
Subject: RE: FW: Haywood Drive--Contract 8297: Need New Payment & Performance Bonds

Doran – We are fine with you crossing off the escrow verbiage.

Please let me know if you need any additional information.

Connie

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