

Contract Routing Form

printed on: 07/23/2019

ROUTING: Urgent Rush

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

Project: N Bassett Street Assessment District - 2019

Contract No.: 8299
Enactment No.: RES-19-00515
Dollar Amount: 1,351,513.08

File No.: 56441
Enactment Date: 07/22/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7/23/19	7/23/2019
Director of Civil Rights	7/24/19	7/26/19
Risk Manager	7-26-19	7-26-19 mce
Finance Director	7-26-19	7/26/19 mce
City Attorney	886 7-30-19	7-30-19
Mayor	07.30.19	7.30.19

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

Original + 2 Copies

07/23/2019 11:41:39 enjls - Jim Wolfe 266-4099

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 / EW / Goal / Loan / Agrmt



City of Madison

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

Master

File Number: 56441

File ID: 56441

File Type: Resolution

Status: Passed

Version: 1

Reference:

Controlling Body: Engineering Division

Lead Referral: BOARD OF PUBLIC WORKS

Cost:

File Created Date : 06/24/2019

File Name: Awarding Public Works Contract No. 8299, N. Bassett Street Assessment District 2019.

Final Action: 07/16/2019

Title: Awarding Public Works Contract No. 8299, N. Bassett Street Assessment District 2019. (4th AD)

Notes: Jim Wolfe

Code Sections:

CC Agenda Date: 07/16/2019

Indexes:

Agenda Number: 70.

Sponsors: BOARD OF PUBLIC WORKS

Effective Date: 07/22/2019

Attachments: Bid Report Contract 8299.pdf

Enactment Number: RES-19-00515

Author: Rob Phillips

Hearing Date:

Entered by: hfleegel@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/24/2019	Refer	BOARD OF PUBLIC WORKS	07/03/2019	07/03/2019	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 7/3/2019						
	Notes:						
1	BOARD OF PUBLIC WORKS	07/03/2019	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Branson, seconded by Adams, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.						
	Notes:						
1	COMMON COUNCIL	07/16/2019	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass

5012

Action Text: A motion was made by Harrington-McKinney, seconded by Verveer, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 56441

Fiscal Note

The proposed resolution awards the contract for the Basset Street improvements at a total cost of \$1,460,650. GO Borrowing and associated utility funding is provided for the project within the Pavement Management program in the adopted 2019 capital budget for Engineering Major Streets.

MUNIS:

11987

Title

Awarding Public Works Contract No. 8299, N. Bassett Street Assessment District 2019. (4th 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. 8299) for itemization of bids.

CONTRACT NO. 8299
 N. BASSETT STREET ASSESSMENT DISTRICT - 2019

S & L Underground, Inc.

\$1,351,513.08

Acct. No. 11987-402-170:54410 (91350)	\$437,284.50
Contingency 8± %	<u>34,985.50</u>
Sub-Total	\$472,270.00
Acct. No. 11987-402-174:54445 (91345)	\$43,200.00
Contingency 8± %	<u>3,460.00</u>
Sub-Total	\$46,660.00
Acct. No. 11987-84-174:54445(91345)	\$246,360.61
Contingency 8± %	<u>20,709.39</u>
Sub-Total	\$267,070.00
Acct. No. 11987-83-173:54445(91345)	\$287,614.97
Contingency 8± %	<u>23,005.03</u>
Sub-Total	\$310,620.00
Acct. No. 11987-86-179:54445(91360)	\$217,690.50
Contingency 8± %	<u>17,419.50</u>
Sub-Total	\$235,110.00
Acct. No. 11987-402-177:54435(91232)	\$86,875.00
Contingency 8± %	<u>6,955.00</u>
Sub-Total	\$93,830.00
Acct. No. 11987-402-176:54430(96882)	\$32,487.50
Contingency 8± %	<u>2,602.50</u>
Sub-Total	\$35,090.00
GRAND TOTAL	<u>\$1,460,650.00</u>

Jurisdiction: Wisconsin

Demographics

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

Address

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

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

Company Type

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

Appointments

Show 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	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
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	01/31/2017	01/10/2019	03/15/2020

First Previous **1** Next Last

Line Of Business

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

Contact

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

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Granite Re, Inc.	

\$1,351,513.08
FILE COPY

BID OF S&L UNDERGROUND, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

N. BASSETT STREET ASSESSMENT DISTRICT – 2019

CONTRACT NO. 8299

PROJECT NO. 11987

MUNIS NO. 11987

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**N. BASSETT STREET ASSESSMENT DISTRICT – 2019
CONTRACT NO. 8299**

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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: JW

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:	N. BASSETT STREET ASSESSMENT DISTRICT – 2019
CONTRACT NO.:	8299
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	6/14/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	6/13/2019
BID SUBMISSION (2:00 P.M.)	6/20/2019
BID OPEN (2:30 P.M.)	6/20/2019
PUBLISHED IN WSJ	6/6/2019 & 6/13/2019

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

N. BASSETT STREET ASSESSMENT DISTRICT – 2019 CONTRACT NO. 8299

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 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, July 18, 2019**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, July 17, 2019**.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main and services, sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, base preparation, concrete pavement, asphalt pavement, street lighting, sidewalk, and driveway aprons.

The project limits for the work are on N. Bassett St. from W. Dayton St. to W. Washington Ave.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. The plans show assumed replacement locations but these may change depending on final locations of utility work or when directed by the Construction Engineer.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

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

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. 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 prior to any removal.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

Coordination with Utilities and Other Contractors

This project will require close coordination with private utility companies. 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.

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, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

New underground utilities will also be installed by the private utility companies during this project. Contractor shall coordinate with the utilities and their contractors to provide space and time to complete the work within the contract timeframe as indicated in Section 109.2 Prosecution of Work. MG&E will be installing a new, concrete encased, duct package on N. Bassett St., within the project limits. The duct package will be installed near the easterly curb-line of N. Bassett St. MG&E plans to start this work in late may, and it is expected that their work will be completed in mid-August.

The Contractor shall be responsible for coordinating and providing work space for the Contractor that will be responsible for the CIPP lining of the existing 12" sanitary sewer on the western limits of the project. This work will be contracted separately by the City, and it is likely that this work will also take place during the timeframe of this contract.

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 with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, 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 address all requirements of this section of the Special Provisions. The contractor shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan.

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 Contractor shall not in any manner unnecessarily obstruct the streets or crossings that are outside of these project limits, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

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

The contractor shall notify (48 hour minimum notice) all residents within the construction limits of this project if the vehicular access is to be cut off to their property.

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

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 8 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a minimum of 8 days after the landscaping complete. If the street is opened before the installation of permanent signing & marking the contractor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

N Bassett St may be closed to through traffic within the project limits for the duration of the project except for the following special event dates. Emergency vehicle access to all properties shall be maintained at all times.

- 1) Move-In/Move-out between Wednesday, August 14-Friday August 16th, including the weekends immediately prior to and after these dates.- N Bassett St remains closed but no work and project site reasonably cleaned and organized to safely allow loading/unloading of residents vehicles.
- 2) Freakfest Saturday, October 26th- At least one travel lane on N Basset St shall be open starting no later than 7pm on Friday, October 25. Travel lane may be provided on binder layer of pavement or on temporary pavement (3" min. of asphalt). If on binder layer, the Contractor shall provide ramping of manholes and pedestrian ramps as necessary. Ramping of binder layer of pavement or providing temporary pavement as necessary to open a travel lane shall be considered incidental.

Contractor shall maintain one lane of traffic each direction for W Dayton St and W Mifflin St between the hours of 7:00am-8:30am and 4:00pm and 5:30pm. Contractor may maintain two-way traffic with flaggers between 8:30am and 4:00pm. Two way traffic on W. Mifflin St. may be provided on millings, as necessary.

Maintain pedestrian crossings at all intersections, and provided temporary crosswalks, as directed.

Seven days prior to closing a N Bassett St changeable message boards shall be installed at the locations shown in the traffic control plans. When N Bassett St is closed for construction the message boards shall be replaced with signing indicating, ROAD CLOSED AHEAD – N BASSETT ST AT DAYTON ST, for the duration of the project.

While N Bassett St is closed for construction, the contractor shall have a signed bike detour in place, as shown in the traffic control plans.

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

Contact Mark Winter, Traffic Engineering Division, 266-6543, with any questions concerning these traffic control specifications.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Sanitary Sewer Submittal.

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.

SECTION 109.2 PROSECUTION OF WORK

The Contractor may begin work as early as July 29, 2019. All work under this contract shall be completed by November 8, 2019. Work shall begin only after the start work letter is received.

This contract includes an interim completion date to provide a travel lane on N. Bassett St. by 7pm on Friday, October 25.

The total contract time accounts for work days necessary to coordinate with utilities for work being performed on their facilities. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,000 per calendar day.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the interim completion date shall be a single lump sum of \$10,000.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications, except as described in this special provision.

In locations where topsoil is to be placed, the Contractor shall install a minimum of 12" of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item. In areas where topsoil is to be placed adjacent to curb, sidewalk, or driveways, the topsoil shall be placed to a depth of 6" within 1 ft. of these items. All base and backfill materials within 1 ft. of these items shall be placed and compacted per the standard specifications. When working around existing tree roots, the Contractor shall coordinate with City Forestry to determine the appropriate depth of topsoil to use so as not to damage the existing tree.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction, 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 a 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.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 35 feet of new 10" PVC SDR-35 sewer main, 635 feet of new 15" AWWA C900 main, and 377 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50302). AWWA C900 Pressure Pipe sewer main and lateral as called for on the plan set shall be payable under PVC Pressure Sanitary Sewer Pipe (Bid Item 50324) and Sanitary Sewer Lateral – Pressure Pipe (Bid Item 50355).

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.

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 661 feet of new storm sewer of various sizes ranging from 12" to 54" equivalent.

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

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the

Contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

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

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

BID ITEM 53055 - SANITARY SEWER LATERAL – PRESSURE PIPE

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

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

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

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

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

BID ITEM 50357 – RECONNECT – PRESSURE PIPE

The first 5' 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 50355).

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2019 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

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

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The existing street lighting bases, poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, will be billed to the general contractor.

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), prior to removing any existing light pole base or conduits which have lighting circuits passing through.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials.

<u>ITEM</u>	<u>Quantity</u>
3/4"X24" Anchor Bolts for LB-1 Bases	33 sets of 4
1" x 40" Anchor Bolts for LB-3 Bases	4 sets of 4

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on North Bassett Street, from the West Dayton Street intersection to the West Washington Avenue intersection.

The water main infrastructure in this area currently consists of 4-inch sand cast-iron pipe from the late-19th and early 20th-centuries, and known lead services in the area were replaced with copper in 1998. A general outline of the work is as follows:

- Furnish and install new 10-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing 4-inch cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust all permanent valve boxes, hydrants, and curb boxes to appropriate grades.

Due to the layout of existing utilities, a water main bypass setup may be required. Review the requirements regarding water main bypass setups in the sanitary sewer special provisions, as well as the standard specifications.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2019 Edition*.

BID ITEM 70004 – FURNISH AND INSTALL 10-INCH PIPE AND FITTINGS

All pipe and fittings as shown on the plans shall be measured and paid as 10-inch pipe and fittings. Additional fittings as required that are not shown on the plans shall be paid per their actual sizes, per the Standard Specifications.

BID ITEM 90001 – FENCE SAFETY

DESCRIPTION

This special provision describes constructing a temporary fence where necessary between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided: Fence shall only be installed in locations around and adjacent to temporary crosswalks to help direct pedestrians to the crosswalk areas and prevent crossing at unsafe locations. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the blind.

MATERIALS

Provide notched conventional metal "T" or "U" shaped fence posts.

Provide fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1 inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at a maximum of 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

In areas where concrete sidewalk is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement or sidewalk. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.

METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90002 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. If required due to the location of the temporary cross walk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to

the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary cross walk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90003 –FLEXIBLE TUBULAR MARKER, 36", WHITE

DESCRIPTION

This work consists of furnishing and installing a white flexible tubular marker post system that includes an embedded anchor cup and anchor cup plug cap in accordance with this section and in conformity with the lines and details shown on the plans.

Each post shall consist of a 36" white thermo-plastic polyurethane post with two wraps of reflective sheeting and cap, an embedded anchor cup, and an anchor cup plug cap.

All posts shall be capable of sustaining a minimum of one hundred (100) bumper and direct wheel-over impacts at 70 MPH (112 km/h) without damage to the post.

MATERIALS

General: Posts to be constructed of the materials and by methods described below as manufactured by Plexco or approved equal.

1a) The tubular marker portion shall consist of round post a minimum of 3.15" (80mm) in diameter, with 0.125" (3.2mm) thick walls (minimum). All posts shall be constructed of UV-stabilized thermo-plastic polyurethane (TPU) for superior toughness and rebound, conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.10
Hardness (min.)	D 2240	90 A
Tear Strength (min lb/in.)	D 624, Die C	800
Tensile Strength @ yield, (min PSI)	D 412	4,000
Tensile Elongation @ break (min. %)	D 412	450
Cold Temp. Impact Test (-7° F)	FL/DOT	Pass
Gloss (min. units)	N/A	12.1

b) Anchor Bolt Assembly

The tubular marker portion shall be permanently bonded to an anchor bolt assembly. The assembly shall include an over molded stainless steel 24mm bolt extending downward from the post with a minimum of 6 complete threads showing for insertion into an aluminum anchor cup embedded into the pavement.

c) Top Cap

The tubular marker portion shall also be permanently bonded to a polyurethane top cap. The Top Cap shall be provided with name of the manufacturer and a plurality of holes to allow the escapement of air when impacted, and also prevent the collection of rubbish or debris into the tubular marker portion of the post.

3) Standard and Florescent Colors

City Posts shall be constructed of UV-stabilized polymers and colors. The color shall be solid throughout and stabilized to resist UV degradation.

4) Reflective Sheeting

All Posts shall have a minimum of two (2) 3-inch wide wraps of retro-reflective sheeting factory applied. The reflective sheeting shall be an ASTM Type V abrasion resistant micro-prismatic sheeting the same color as the City Post, applied one (1) inch down from the top with a three (3) inch gap between the two wraps.

6) Embedded Anchor Cup

The City Post assembly is installed into an embedded aluminum alloy anchor cup that fits flush with the roadway.

7) NCHRP 350 Acceptance

The channelizer posts shall be fully crash-tested by an A2LA-certified testing facility and meet requirements for **Category 1** devices as specified in **NCHRP Report # 350**. All channelizer posts shall have the acceptance of the U.S. Department of Transportation, Federal Highway Administration. Test reports and certifications of acceptance to these standards must be supplied by the manufacturer upon request.

9) Warranty

Posts 36" and shorter in length shall be covered by warranty for a period of one (1) year from the date of purchase covering breakage of the posts; a copy of the manufacturers' warranty document shall be provided by the supplier upon request.

CONSTRUCTION METHODS

Install each post in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Posts shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any posts that are not installed specification or to the satisfaction of the Engineer. Non-conforming posts shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured as each post consisting of a 36" white thermo-plastic polyurethane post with two wraps of reflective sheeting and cap, an embedded anchor cup, installed and accepted, and an anchor cup plug cap (not installed but provided).

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each post, 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 as provided herein.

BID ITEM 90004 - 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 manufactures 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 90005 – EXCAVATION, LOADING AND HAULING OF PETROLEUM CONTAMINATED SOIL

DESCRIPTION

This special provision describes excavating, loading, and hauling of petroleum contaminated soil to the Waste Management Madison Prairie Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. Tipping fees shall be paid for by the City of Madison.

Waste Management Deer Track Park
N6756 Waldmann Ln
Watertown, WI 53094
(t) 608.837.9031

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

Notice to the Contractor – Contaminated Soil Locations

Based on soil borings and DNR files, potential zones of known or suspected petroleum-contamination are near the intersection of N. Bassett St. and W. Washington Ave. If contaminated soils—based on unusual

odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

Coordination

Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Providing hauling manifests for Madison Prairie Landfill.
2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three (3) calendar days prior to commencement of excavation activities in each of the contaminated areas.

Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

CONSTRUCTION

Subsection 205.3 of the standard specification is supplemented with the following:

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site for no more than 24 hours. WDNR stockpile requirements for contaminated materials are specified in NR 718.05. Place contaminated soil on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover piles with impervious material, such as plastic sheeting, to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

METHOD OF MEASUREMENT

Excavation, Loading and Hauling of Petroleum-Contaminated Soil will be measured in tons of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

BASIS OF PAYMENT

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

SECTION 502.1(c) DEWATERING

DESCRIPTION

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering, both clean and potentially contaminated.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for potentially contaminated water.

Potentially contaminated zones of groundwater are marked on the construction plan set. Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin

Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

Discharge potentially contaminated water from the zones as indicated on the construction plan set or as directed by the Engineer to the sanitary sewer. For the purposes of this project suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant.

Obtain a *City of Madison Permit to Discharge to the Sanitary Sewer* compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt
City of Madison Engineering
608.266-6432
meberhardt@cityofmadison.com

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the *Permit to Discharge to the Sanitary Sewer*. Submit a dewatering plan to the City of Madison for approval with the application for *Permit to Discharge to the Sanitary Sewer*.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer or the Environmental Consultant.

CONSTRUCTION

Subsection 205.3 of the standard specifications is supplemented with the following:

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from the dewatering operations directly to a minimum 1,500 gallon holding tank to allow for settlement of large solids. Periodically pump clean water from the top of the settling tank into the storm sewer system. Periodically pump potentially contaminated water from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of potentially contaminated water discharged to the sewer system.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

METHOD OF MEASUREMENT

Dewatering of clean water will not be measured. Measure dewatering of potentially contaminated water in gallons and provide this information to the Engineer at the frequency determined by the *Permit to Discharge to the Sanitary Sewer*. This information will not be used as a basis for payment.

BASIS OF PAYMENT

Dewatering is incidental to the contract; therefore, this work will not be paid separately and shall be included with the trenching operations for the particular pipe being installed. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system. The City of Madison will pay for any disposal fees for the discharge of water to the sanitary sewer system.

BID ITEM 90030 – FLUID THERMAL BACKFILL

DESCRIPTION

Work under this bid item will include placing Fluid Thermal Backfill around ATC's lines located on West Mifflin St. in order to install the proposed sanitary sewer main and storm sewer improvements. This bid item is intended to be utilized by each of the City utilities proposing crossings of the ATC's existing line.

B. Materials

The slurry will conform to the following one (1) cubic yard mix:

30 lb	Type I Portland Cement
240 lb	Class C Fly Ash
1870 lb	Medium Aggregate (3/8" pea gravel)
1570 lb	Concrete Sand – 4100 (ASTM C-33)
320 lb	Water
200 psi	Compressive Strength (28 days)

Notes:

1. No air entraining agent will be allowed to be used with the mix design

2. All design aggregate batch weights are saturated surface dry
3. Aggregate batch weights will be adjusted for free moisture at time of mixing
4. Admixture quantity may be varied within manufacturers recommended dosage to provide desired results

Use suppliers of Fluid Thermal Backfill that have been previously approved by ATC or an approved equal. Obtain ATC's approval of other suppliers prior to supplying the mix. Approved suppliers of Fluid Thermal Backfill include:

Wingra Redi-Mix Inc;
P.O. Box 44284
2975 Kapec Rd
Madison, WI 53744
Web Site: www.wingrastone.com
Central Dispatch Tel.: 608-271-9388
Toll Free Tel.: 800-249-6908
ATC Approved Thermal Flowable Backfill: Wingra Mix No. 912

Lycon, Inc.;
1110 Harding St
Janesville, WI 53545
Tel.: (608) 754-7701 / (800) 262-8604
Web Site: www.lyconinc.com
14 plants in South Central Wisconsin
Central Dispatch Tel.: 608-251-0073
Toll Free Tel.: 800-955-8758 / (800) 955-7702
ATC Approved Thermal Flowable Backfill: Lycon Prod. # 956087S (M&M #748)

Prairie Materials
12005 West Hampton Avenue
Milwaukee, WI 53225
Phone: 414-258-1985
414-258-7000
Fax: 414-258-4960
Website: www.prairie.com
ATC Approved Thermal Flowable Backfill: Prairie Materials Mix No. MX10386

C. Construction

Work will be completed in accordance of ATC's utility crossing requirements. Mix design and installation method will be in accordance with the materials section or ATC's requirements.

Each concrete truck will provide a batch mixture ticket prior to material placement. If a truck driver does not have the batch mixture ticket, that load will be rejected. During and prior to placement, take all necessary precautions not allow the Fluid Thermal Backfill material to segregate.

Remove all debris and standing water from the trench prior to the placement of the Fluid Thermal Backfill.

If the Fluid Thermal Backfill is being placed around coated pipes, do not dump material directly on the pipe; use a baffle, such as a sheet of plywood or similar method, to deflect the fill material.

Use appropriate methods to eliminate the occurrence of air voids around duct banks. If vibration is used, do so in a manner such that the vibration does not affect the integrity of conduit, pipe or cable system and that there is no segregation of the materials.

Prior to installing the Fluid Thermal Backfill, ensure that the conduits/pipes are suitably anchored so that they do not float.

Remove any shoring or sheeting from the trench no later than one hour after the Fluid Thermal Backfill has been placed so that the material is still in a semi-fluid state.

If freezing temperatures are expected to occur during the placement or curing of the Fluid Thermal Backfill implement any necessary precautions to prevent the material from freezing.

METHOD OF MEASUREMENT

FLUID THERMAL BACKFILL PIPE shall be measured by each unit constructed and accepted in the field. The amount of Fluid Thermal Backfill is estimated to be one cubic yard per crossing. Any additional Fluid Thermal Backfill used will be considered incidental to the contract unit bid price. No extra compensation will be granted for alternate mix design/backfill installation method called for by ATC.

BASIS OF PAYMENT

FLUID THERMAL BACKFILL shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: excavation; disposing of excess material; furnishing and placing backfill; and for furnishing all the labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90031 – 6'X9' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "6X9 SAS" on storm sewer schedule. The 6'x9' STORM SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness to be 8" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center is in the long dimension with #6 bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the casting on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 8" centers in both directions.
- f. Floor thickness shall be 10".

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

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

METHOD OF MEASUREMENT

6'X9' STORM SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

6'X9' STORM SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90090 – INSTALL AND MAINTAIN AND SUPPORT STRUCTURES FOR STREET LIGHTS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 150 watt HPS or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles in conflict with construction and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

METHOD OF MEASUREMENT

Install and Maintain Support Structures for Street Lights will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures for Street Lights will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, including any required relocation of poles in conflict with construction, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.

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 should not be separated.

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

N-VALUE LEGEND

DS = Drove Stone
 WH = Weight of hammer and sampling rods.

SAMPLER TYPE LEGEND

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

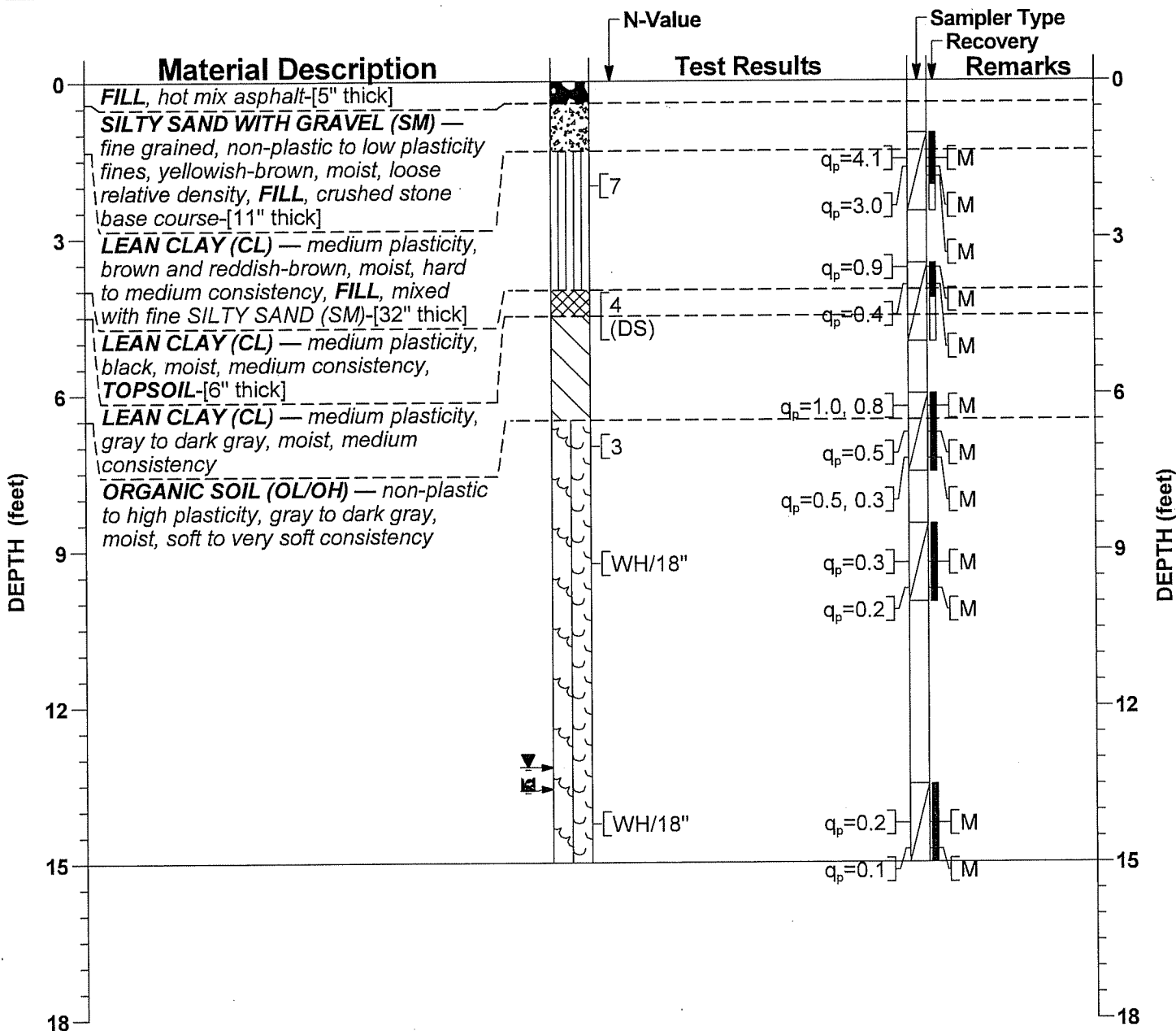


Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
 CONSULTING CIVIL ENGINEERS SINCE 1966

NOTES AND LEGEND RECORD
 N Bassett Street
 W Dayton Street - W Washington Avenue
 City of Madison, Dane County, Wisconsin

13300.13

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 23	CREW CHIEF: SJH	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) 7 N	¼: NE	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 15'-0"
STATION: —	OFFSET: —	RANGE: 9 E	¼ ¼: NW	LOG QC: CMB	DATE STARTED: 12/28/2018	DATE COMPLETED: 12/28/2018



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 13'-2" at completion	⊠ 13'-7" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	5.6"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
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 CONSULTING CIVIL ENGINEERS SINCE 1966

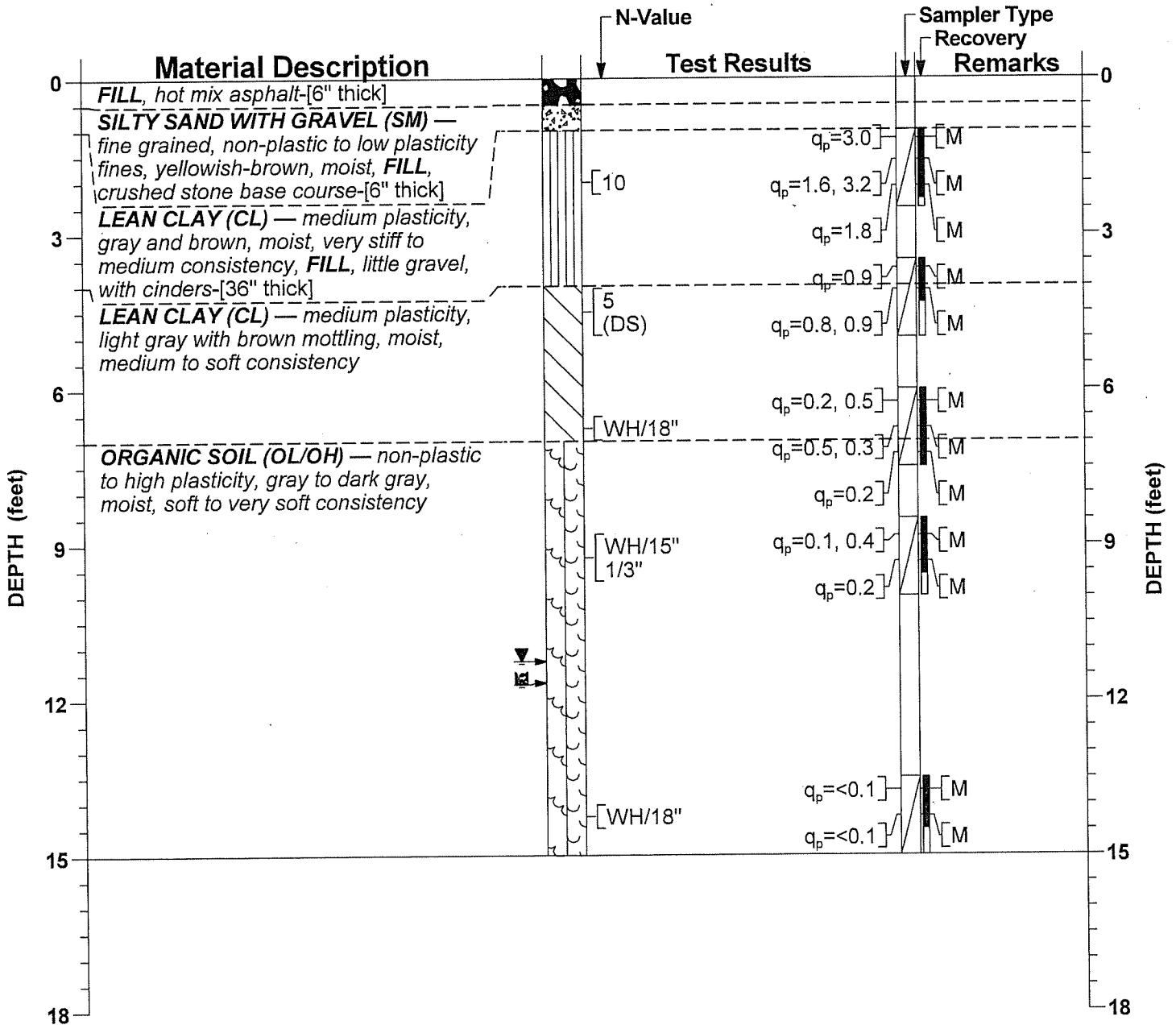
SOIL BORING RECORD
 N Bassett Street
 W Dayton Street - W Washington Avenue
 City of Madison, Dane County, Wisconsin

13300.13

General Location: 10' southwest of northeast pavement edge, 12.5' southeast of driveway \pm for 17 & 19 N Bassett Street

Boring BH-2

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 23	CREW CHIEF: SWK	DRILL RIG: D-25 Skid	PAGE: 1 of 1
NORTHING: ---	EASTING: ---	TOWNSHIP: (Madison) 7 N	$\frac{1}{4}$: NE	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 15'-0"
STATION: ---	OFFSET: ---	RANGE: 9 E	$\frac{1}{4}$ $\frac{1}{4}$: SW	LOG QC: CMB	DATE STARTED: 01/08/2019	DATE COMPLETED: 01/08/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 11'-3" at completion	■ 11'-8" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	5.6"

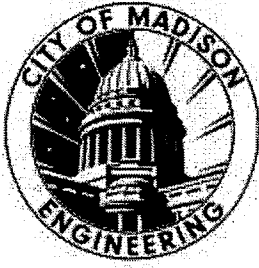
SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Base Course, Bentonite Chips, Caved Soil

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

Soils & Engineering Services, Inc.
 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

SOIL BORING RECORD
 N Bassett Street
 W Dayton Street - W Washington Avenue
 City of Madison, Dane County, Wisconsin

13300.13



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

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

June 14, 2019

**NOTICE OF ADDENDUM
 ADDENDUM NO. 1
 CONTRACT NO. 8299**

N. BASSETT STREET 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.

SPECIAL PROVISIONS:

ADD TO: ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

If sanitary sewer is replaced before existing water main is abandoned, a temporary water supply system shall be installed and maintained until the new water main is installed and put into service and shall be paid under BID ITEM 70110 TEMPORARY WATER SUPPLY SYSTEM.

PROPOSAL:

See below for a summary of items that have been removed, added or revised. Refer to the proposal for updated quantities. See proposal on bidexpress.com.

ITEMS:

Action	Bid Item	Description
MODIFY	70101	FURNISH AND INSTALL STYROFOAM
ADD	70110	TEMPORARY WATER SUPPLY SYSTEM

PLANS:

Remove and insert revised plan sheets as noted below.

Remove and replace sheets U1-U2: No sewer design change, but sheets revised to reflect changes in water main design.

Remove and replace sheets W1-W3: Sheets revise to adjust proposed water main profile depths to accommodate sanitary laterals, added notes for water lateral adjustments as required, and to include additional insulation.

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

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

<http://www.bidexpress.com>

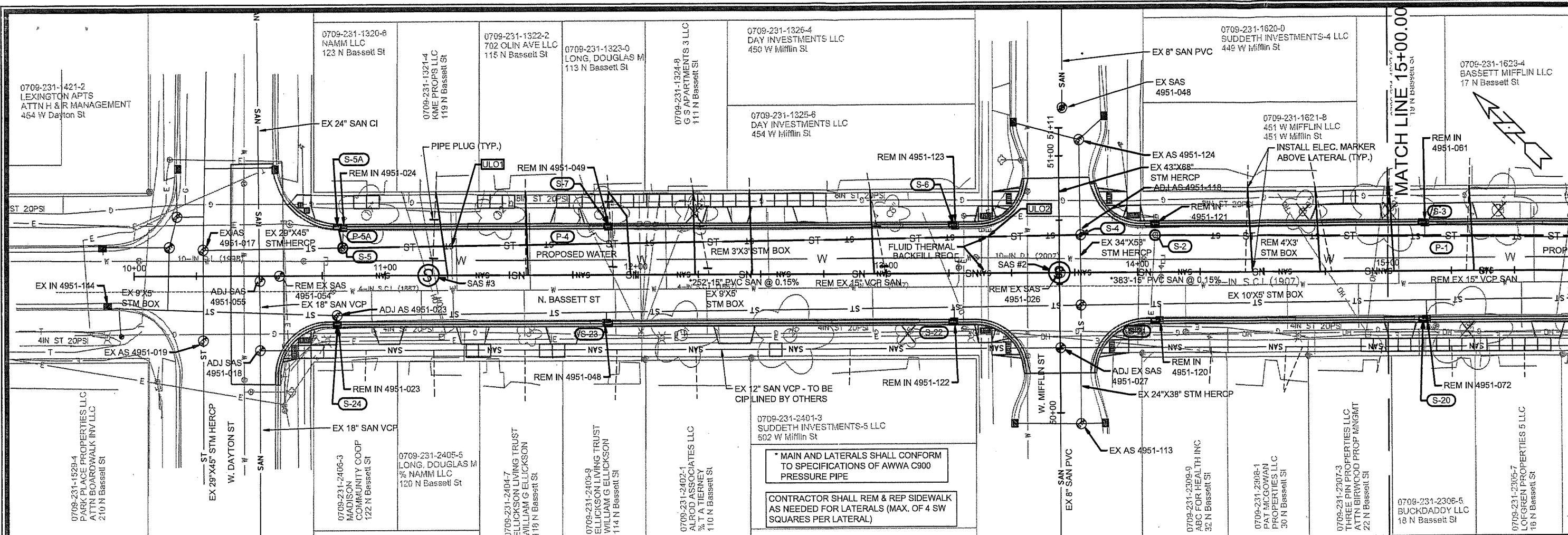
If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, looping letters.

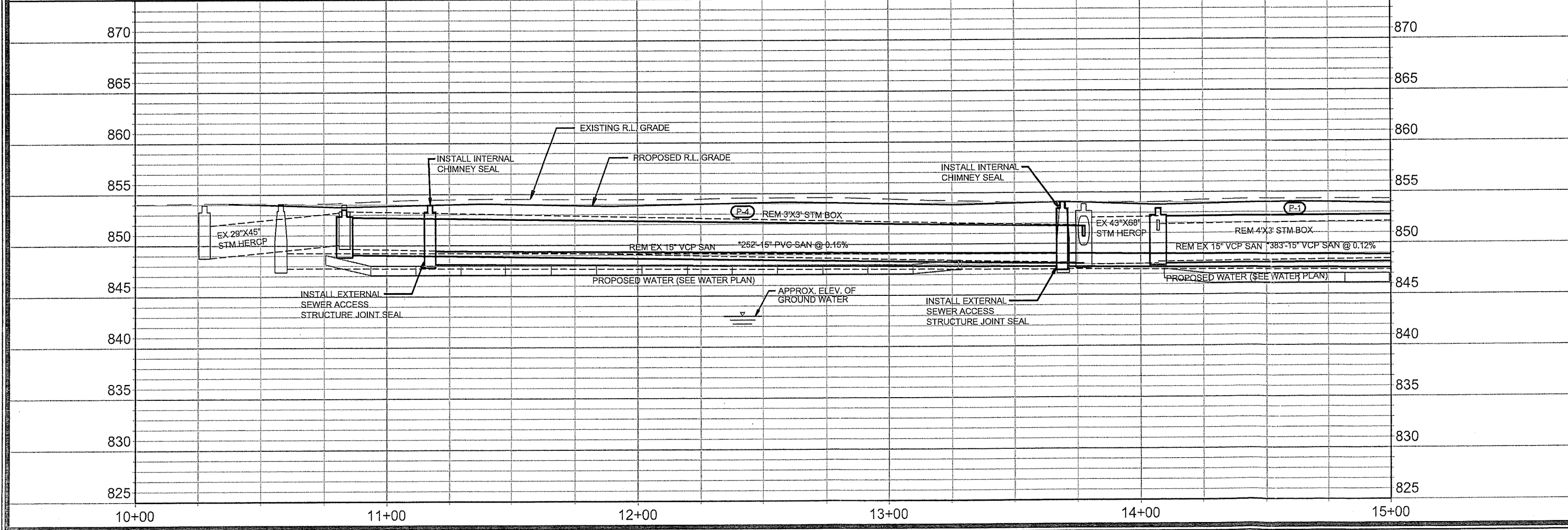
Robert F. Phillips, P.E.
City Engineer

RFP:JMW



* MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE

CONTRACTOR SHALL REM & REP SIDEWALK AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES PER LATERAL)



REPRINT FOR WATER REV. 6-14-19

MARK	REVISION	DATE	BY

Scale: 1" = 40'

11987

U-1

UTILITY PLAN AND PROFILE

N. BASSETT ST. RECON 2019

CITY OF MADISON

11987

U-1

MADISON, WI

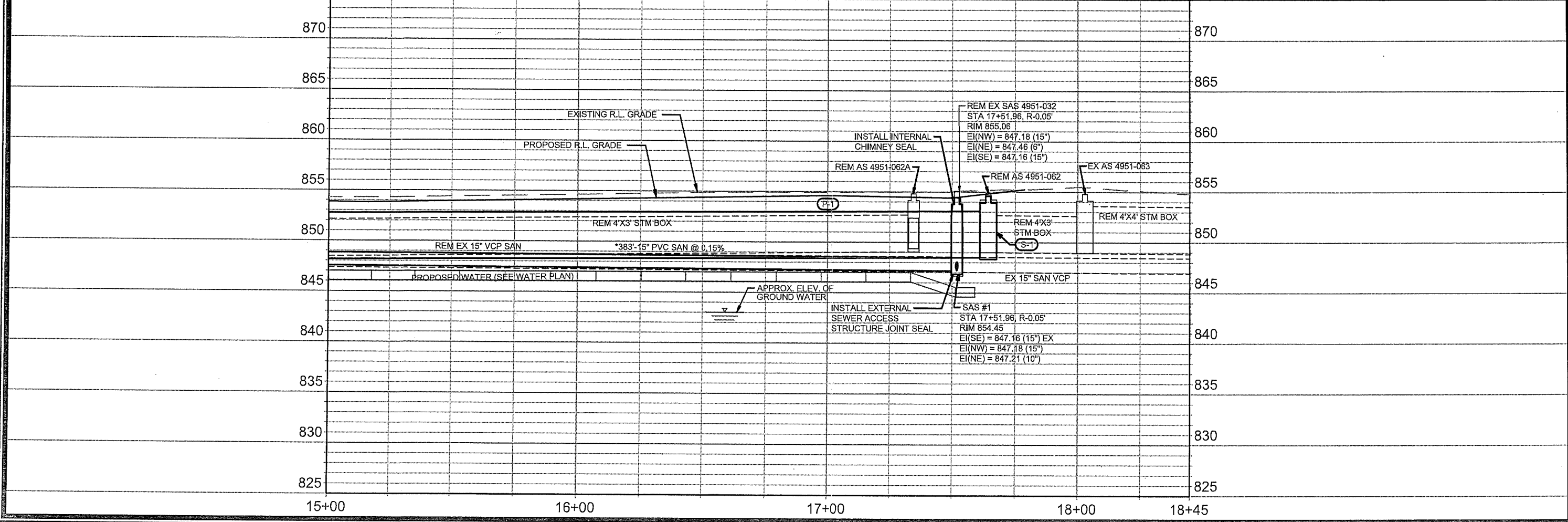
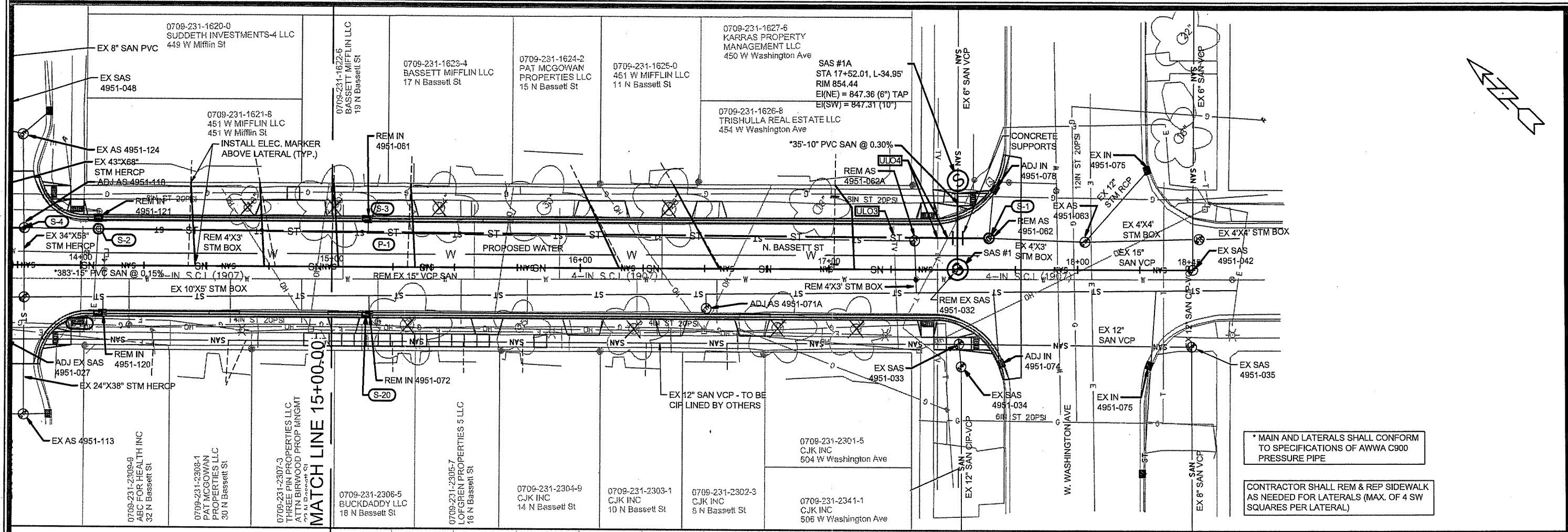
CONTRACT NO: 8299

DESIGNED BY: KDF

DATE: 6-6-19

11987

REVISIONS



* MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE

CONTRACTOR SHALL REM & REP SIDEWALK AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES PER LATERAL)

REPRINT FOR WATER REV.	6-14-19	KDF
MARK	REVISION	DATE
11987	11987	U-2

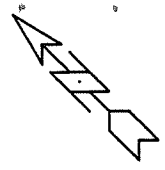
11987
MADISON, WI
CONTRACT NO: 8299

UTILITY PLAN AND PROFILE
N. BASSETT ST. RECON 2019
CITY OF MADISON

11987
U-2



REVISED



10+75.6, -5.6LT
INSTALL TEMP FLUSHING
DEVICE ON THIS END,
THEN CONNECT TO EX 10-IN WM

0709-231-421-2
LEXINGTON APTS
ATTN H & R MANAGEMENT
454 W Dayton St

0709-231-1320-6
NAMM LLC
123 N Bassett St

0709-231-1322-2
702 OLIN AVE LLC
115 N Bassett St

0709-231-1322-0
LONG DOUGLAS M
113 N Bassett St

0709-231-1324-8
S. APARTMENTS 3 LLC
111 N Bassett St

0709-231-1326-4
DAY INVESTMENTS LLC
450 W Mifflin St

0709-231-1325-5
DAY INVESTMENTS LLC
454 W Mifflin St

0709-231-1620-0
SUDDETH INVESTMENTS-4 LLC
449 W Mifflin St

14+09.4, -4.9LT
INSTALL TEMP FLUSHING
DEVICE ON THIS END,
THEN CONNECT TO EX 10-IN WM

0709-231-1327-0
451 W MIFFLIN LLC
451 W Mifflin St

6IN ST 20PSI

W DAYTON ST

6IN ST 20PSI

6IN ST 20PSI

W MIFFLIN ST

51+00 51+11

4IN ST 20PSI

W DAYTON ST

4IN ST 20PSI

4IN ST 20PSI

W MIFFLIN ST

50+00

10+75.6, -4.9LT
CUT OFF EX 4-IN WM
AT ABANDONMENT

0709-231-1529-4
PARK PLACE PROP
ATTN BOARDWALK
210 N Bassett St

0709-231-2404-3
MADISON
COMMUNITY COOP
122 N Bassett St

0709-231-2405-5
LONG DOUGLAS M
120 N Bassett St

0709-231-2404-7
ELLICKSON LIVING TRUST
WILLIAM G ELLICKSON
118 N Bassett St

0709-231-2403-8
ELLICKSON LIVING TRUST
WILLIAM G ELLICKSON
114 N Bassett St

0709-231-2401-3
SUDDETH INVESTMENTS-5 LLC
502 W Mifflin St

13+28.9, -4.1LT
CUT OFF EX 6-IN WM
AT ABANDONMENT
SALVAGE EX REDUCER

0709-231-2309-9
ABC FOR HEALTH INC
32 N Bassett St

14+09.4, -2.5LT
CUT OFF EX 6-IN WM
AT ABANDONMENT
SALVAGE EX REDUCER

0709-231-2311-23
PAT MCGOY
PROPERTY
30 N Bassett

0709-231-2311-23
THREE PIN
ATTN BIRVA
22 N Bassett

DEPTH OF EX 1-IN
WATER LATERAL AT BOC (TYP)
LOWER AS REQ. FOR PROPOSED STORM
SEWER - INCIDENTAL TO STORM SEWER
INSTALLATION

TOP = 849.0 (TYP)

294'-53" RCP STORM @ 0.35%
SEE STORM SHEETS

EX 297'-120" RCP STORM @ 0.12%
SEE STORM SHEETS

262'-15" PVC SAN @ 0.45%
SEE SANITARY SHEETS

PROPOSED 10-IN MAIN WAT

PROPOSED 10-IN MAIN WAT

870

865

860

855

850

845

840

835

830

825

10+00

11+00

12+00

13+00

14+00

15+00

MATCH LINE STA 15+00

WATER PLAN AND PROFILE

N. BASSETT STREET 2019

CITY OF MADISON

11987

MADISON, DANE, WI

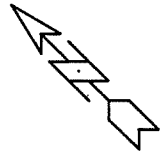
CONTRACT NO: 8299

11987

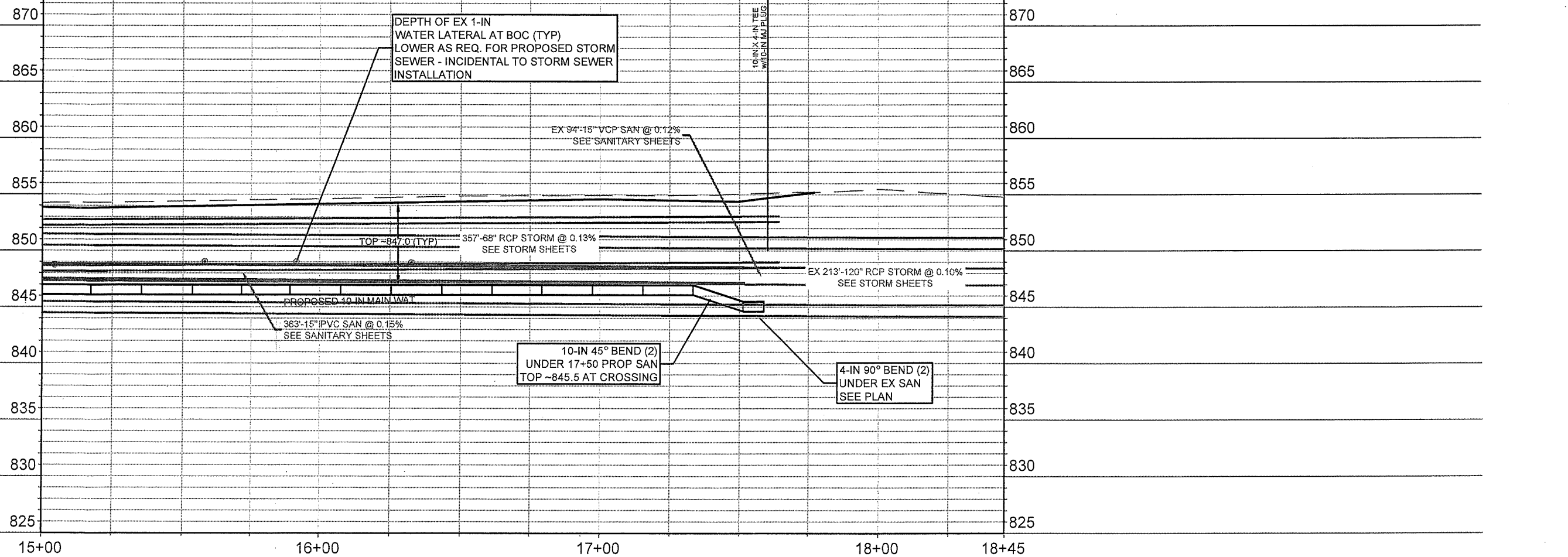
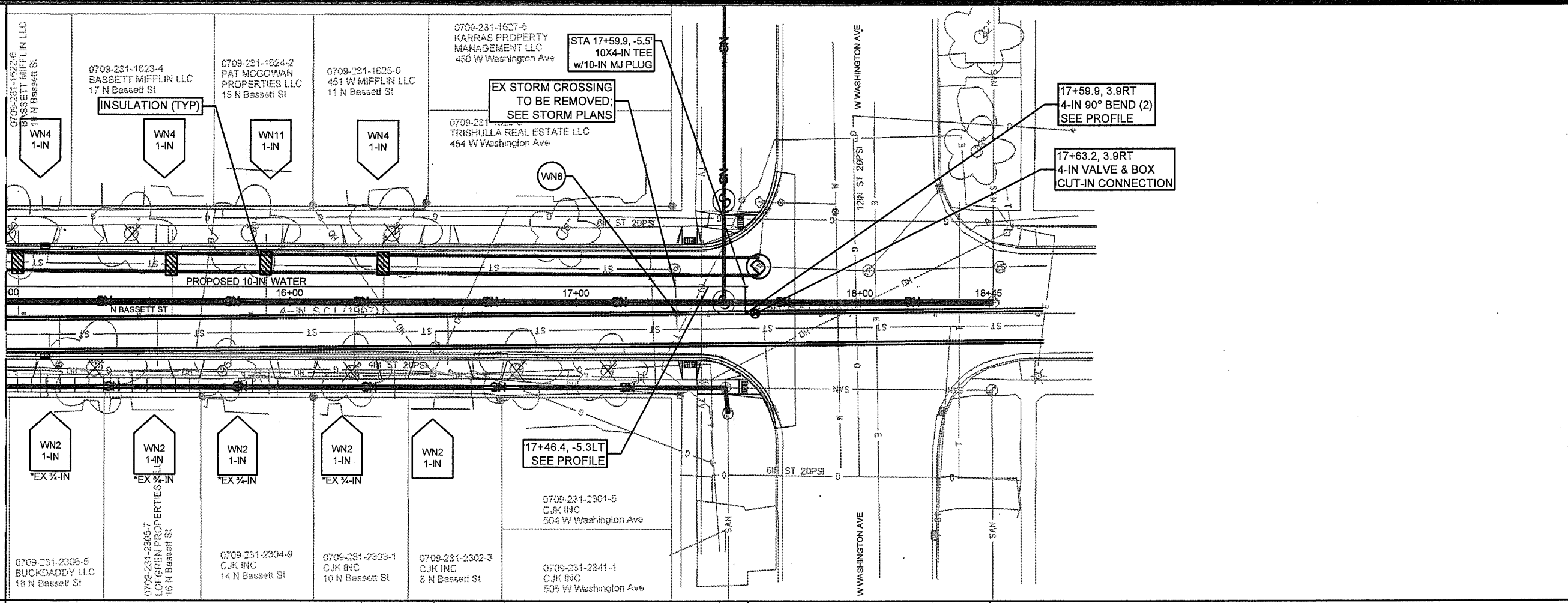
W-1

ADDENDUM 1	6-14-19	PEH
MARK	REVISION	DATE
11987	11987	Scale: 1 IN=40 FT
DESIGNED BY: PEH	DATE: 6-8-2019	W-1

REVISED



MATCH LINE STA 15+00



ADDENDUM 1	DATE	BY
	6-14-19	PEH
MARK	REVISION	DATE
	11987	11987
	DESIGNED BY: PEH	DATE: 8-8-2019
		SCALE: 1 IN=40 FT
		W-2

11987
MADISON, DANE, WI
CONTRACT NO: 8299

WATER PLAN AND PROFILE
N. BASSETT STREET 2019
CITY OF MADISON

11987
W-2

REVISED

CONSTRUCTION NOTES:

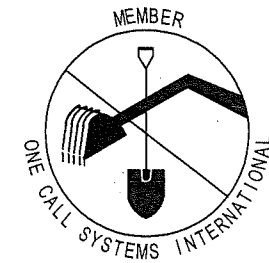
- | | |
|--|--|
| <ol style="list-style-type: none"> 1. CONSTRUCT NEW WATER MAIN 6.0' BELOW FINISHED GRADE, UNLESS OTHERWISE NOTED. INSULATE MAIN WITH POLYSTYRENE BOARD AT STORM SEWER CROSSINGS OR OTHER AREAS IDENTIFIED BY ENGINEER AS HAVING INADEQUATE COVER. 2. VERIFY SIZE OF EXISTING WATER SERVICES AND RECONNECT SERVICES AS INDICATED. 3. MINIMIZE DISRUPTION OF SERVICE TO CUSTOMERS. NOTIFY PER CONTRACT REQUIREMENTS OF ANY PLANNED WATER OUTAGE. 4. THE EXISTING UTILITIES SHOWN ON THIS PLAN REPRESENT THE BEST INFORMATION AVAILABLE TO THE WATER UTILITY AT THE TIME OF PLAN PREPARATION. CONTRACTOR IS RESPONSIBLE FOR HAVING EACH UTILITY LOCATED PRIOR TO COMMENCING WORK. | <p>WN-1 REPLACE THE EXISTING LEAD SERVICE WITH A NEW COPPER SERVICE.</p> <p>WN-2 EXTEND AND RECONNECT THE EXISTING COPPER SERVICE TO THE NEW WATER MAIN.</p> <p>WN-3 EXISTING SERVICE TO BE ABANDONED WHEN THE WATER MAIN IS CUT OFF.</p> <p>WN-4 DISCONNECT FROM THE OLD WATER MAIN AND RECONNECT THE EXISTING COPPER WATER SERVICE LATERAL TO THE NEW WATER MAIN.</p> <p>WN-5 RELOCATE THE EXISTING FIRE HYDRANT.</p> <p>WN-6 ABANDON WATER VALVE ACCESS STRUCTURE.</p> <p>WN-7 FURNISH AND INSTALL THE NEW TOP SECTION FOR THE WATER ACCESS STRUCTURE.</p> <p>WN-8 ABANDON THE VALVE BOX.</p> <p>WN-9 FURNISH THE DITCH, COMPACTION, AND ALL MATERIALS AND LABOR FOR THE INSTALLATION OF NEW SERVICE LATERAL.</p> <p>WN-10 REMOVE AND SALVAGE EXISTING HYDRANT</p> <p>WN-11 REPLACE THE EXISTING COPPER SERVICE WITH A COPPER SERVICE</p> <p>WN-20+ SEE WATER IMPACT PLAN FOR CONNECTION POINT ISOLATION AND WATER SHUT-OFF NOTIFICATION INFORMATION.</p> |
|--|--|

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

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

CALL DIGGERS HOTLINE
TOLL FREE
811 OR 1-800-242-8511
FAX-A-LOCATE 1-800-338-3860
TDD (FOR HEARING IMPAIRED) 1-800-542-2289

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



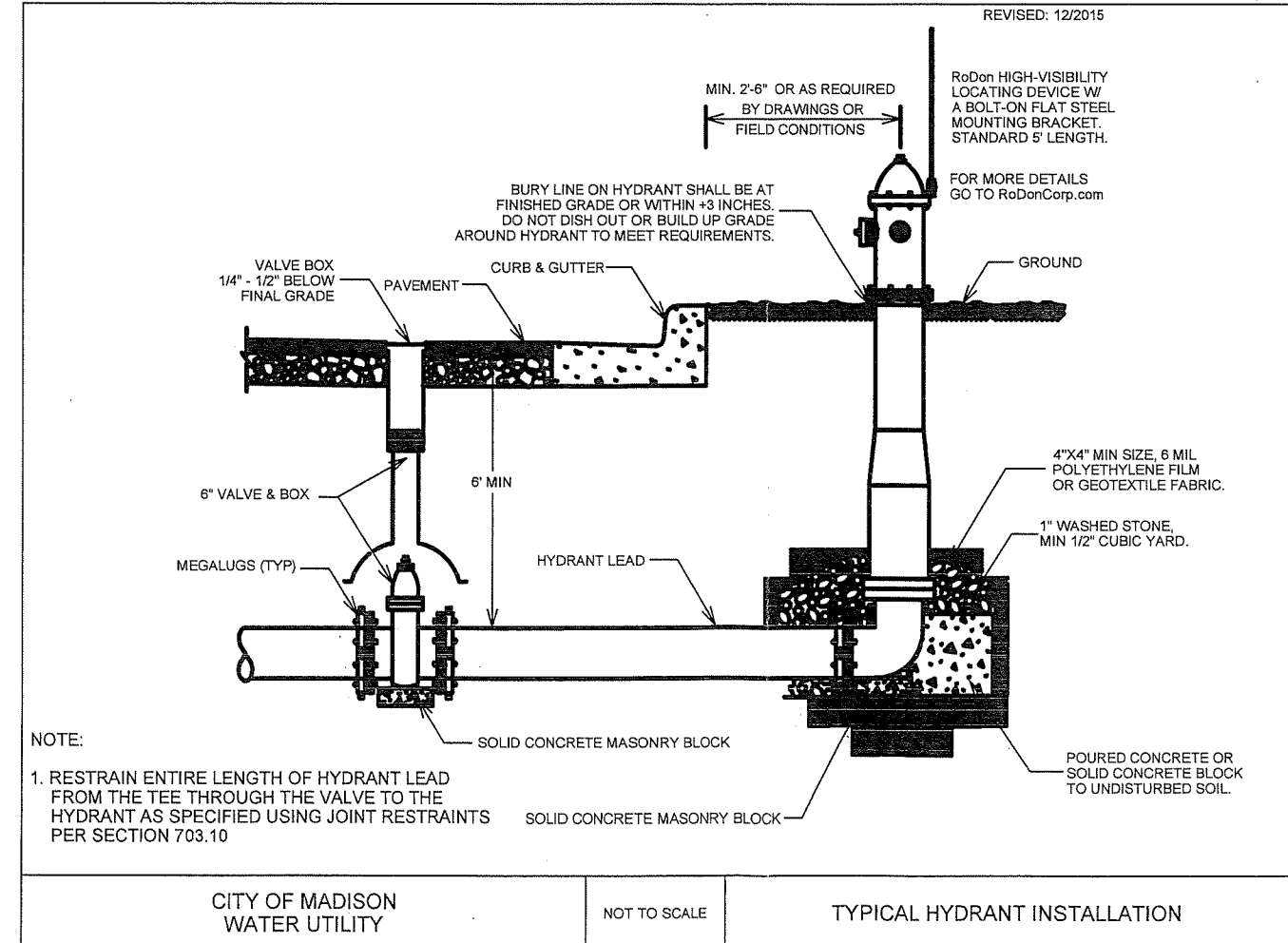
ESTIMATE OF CONTRACTOR MATERIALS:

WATER ASSETS	TOTAL
4-IN PIPE (LF)	<10
10-IN PIPE (LF)	620
POLY WRAP	700
4-IN VALVE & BOX	1
10-IN X 4-IN TEE	1
10-IN 45 BEND	2
4-IN 90 BEND	2
4-IN MJ PLUG	1
6-IN MJ PLUG	2
4-IN MJ CAP	1
TEMP FLUSHING FIXTURE	2
2-IN STYROFOAM (LF)	80
1-IN COPPER PIPING	AS REQ

PART VII - WATER MAINS AND SERVICE LATERALS

DETAIL DRAWING NO. 7.04

REVISED: 12/2015



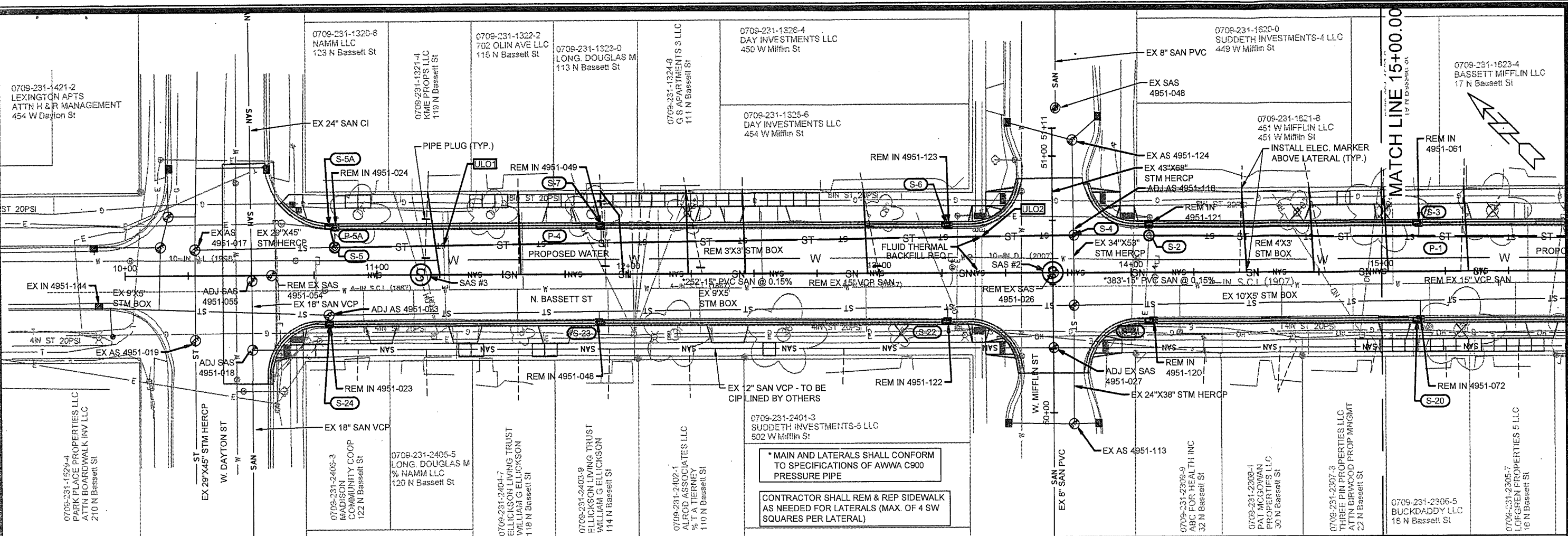
CITY OF MADISON
WATER UTILITY

NOT TO SCALE

TYPICAL HYDRANT INSTALLATION

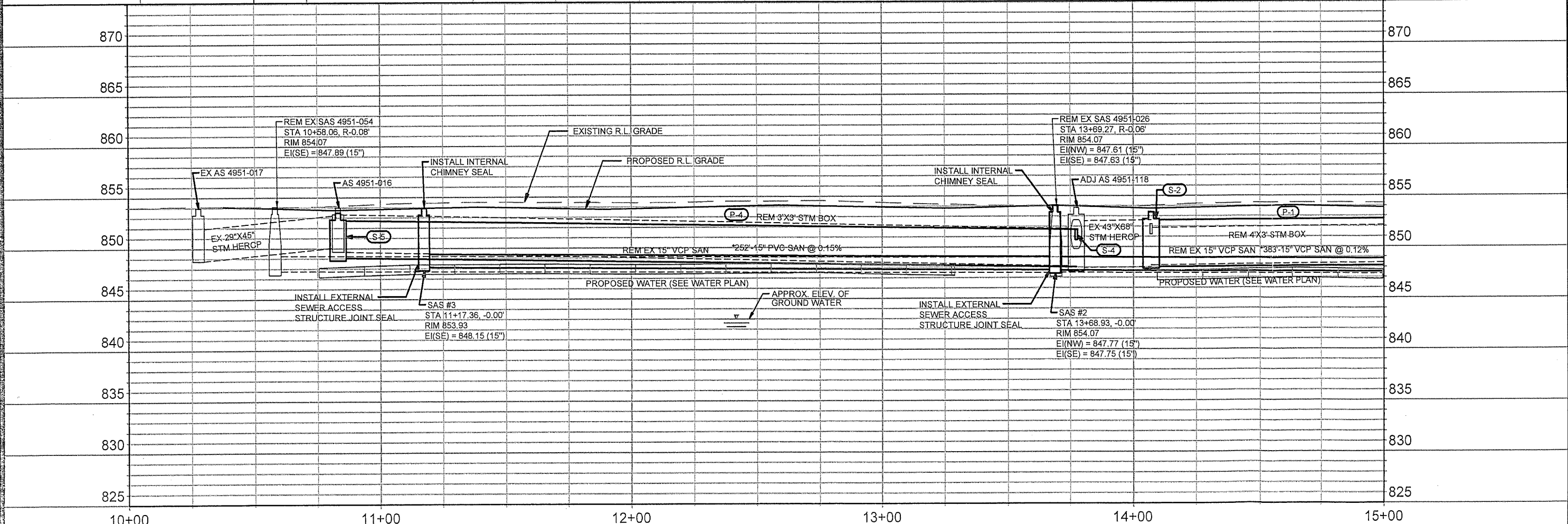
ADDENDUM 1	REVISION	DATE	BY	SCALE	DATE	BY
11987	11987	6-6-2019	PEH	#	#	#
MSN WAT MATERIALS			CITY OF MADISON			
N. BASSETT STREET 2019			CONTRACT NO: 8299			
11987			W-3			

REVISED



* MAIN AND LATERALS SHALL CONFORM TO SPECIFICATIONS OF AWWA C900 PRESSURE PIPE

CONTRACTOR SHALL REM & REP SIDEWALK AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES PER LATERAL)



11987

MADISON, WI

CONTRACT NO: 8299

UTILITY PLAN AND PROFILE

N. BASSETT ST. RECON 2019

CITY OF MADISON

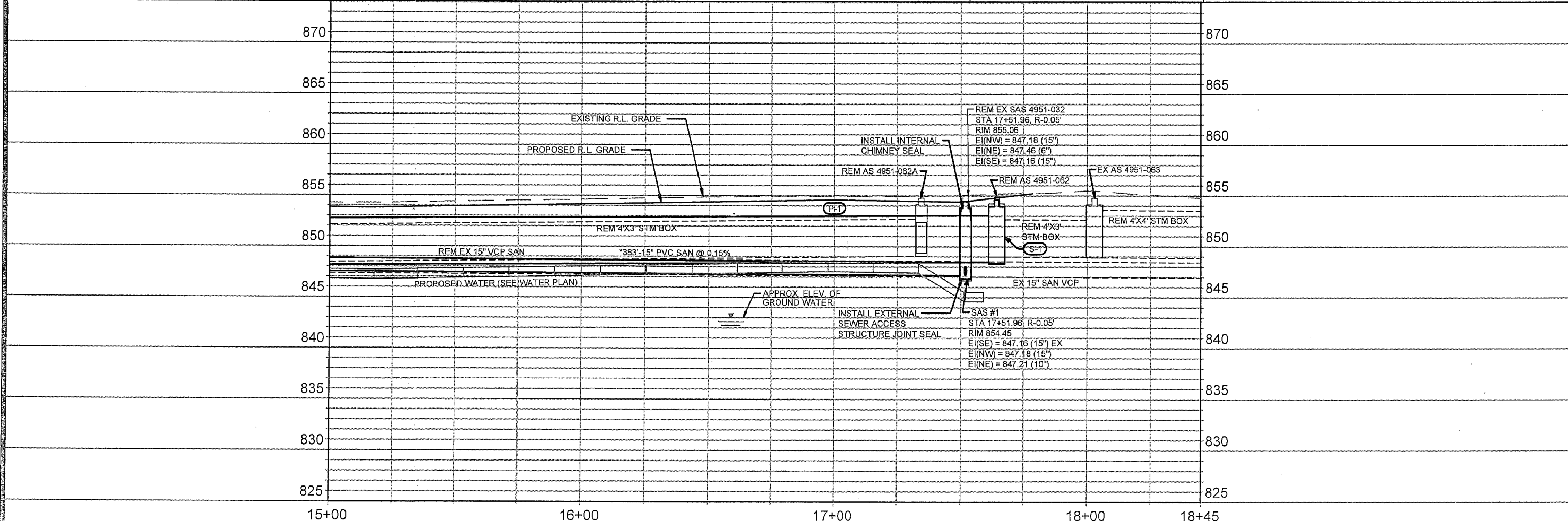
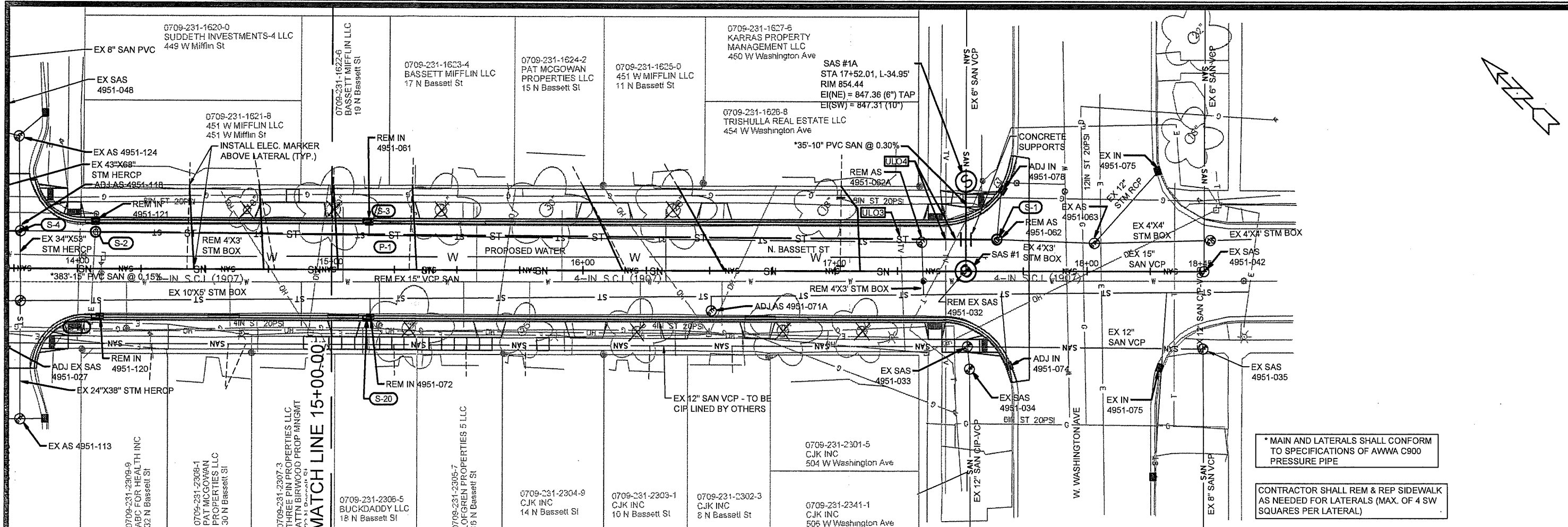
11987

U-1

MARK	REVISION	DATE	BY
11987	U-1	8-2-19	KDF

Scale: 1" = 40'

ORIGINAL



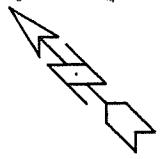
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CONTRACTOR SHALL REM & REP SIDEWALK AS NEEDED FOR LATERALS (MAX. OF 4 SW SQUARES PER LATERAL)

11987	11987	11987	11987	11987	11987
DESIGNED BY: KOF	DATE: 6-8-19	REVISION	DATE	BY	U-2
11987			11987		
UTILITY PLAN AND PROFILE			CITY OF MADISON		
N. BASSETT ST. RECON 2019			CITY OF MADISON		
CONTRACT NO: 8299			CITY OF MADISON		
11987			11987		
U-2			U-2		

ORIGINAL





10+75.6, -5.6LT
INSTALL TEMP FLUSHING
DEVICE ON THIS END,
THEN CONNECT TO EX 10-IN WM

0709-231-421-2
LEXINGTON APTS
ATTN H & R MANAGEMENT
454 W Dayton St

0709-231-1320-6
NAMM LLC
125 N Bassett St

0709-231-1321-4
KME PROPS LLC
119 N Bassett St

0709-231-1322-2
702 OLIN AVE LLC
115 N Bassett St

0709-231-1323-C
LONG DOUGLAS M
113 N Bassett St

0709-231-1324-B
S S APARTMENTS & LLC
111 N Bassett St

0709-231-1325-4
DAY INVESTMENTS LLC
450 W Wmflin St

0709-231-1620-0
SUDDETH INVESTMENTS-4 LLC
448 W Wmflin St

14+09.4, -4.9LT
INSTALL TEMP FLUSHING
DEVICE ON THIS END,
THEN CONNECT TO EX 10-IN WM

0709-231-1324-B
S S APARTMENTS & LLC
111 N Bassett St

13+28.9, -6.0LT
CONNECT TO EX 10-IN WM

0709-231-1325-6
DAY INVESTMENTS LLC
454 W Wmflin St

10+75.6, -4.9LT
CUT OFF EX 4-IN WM
AT ABANDONMENT

0709-231-1529-4
PARK PLACE PROP
ATTN BOARDWALK
210 N Bassett St

WN8

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

WN2
1-IN
EX 3/4-IN

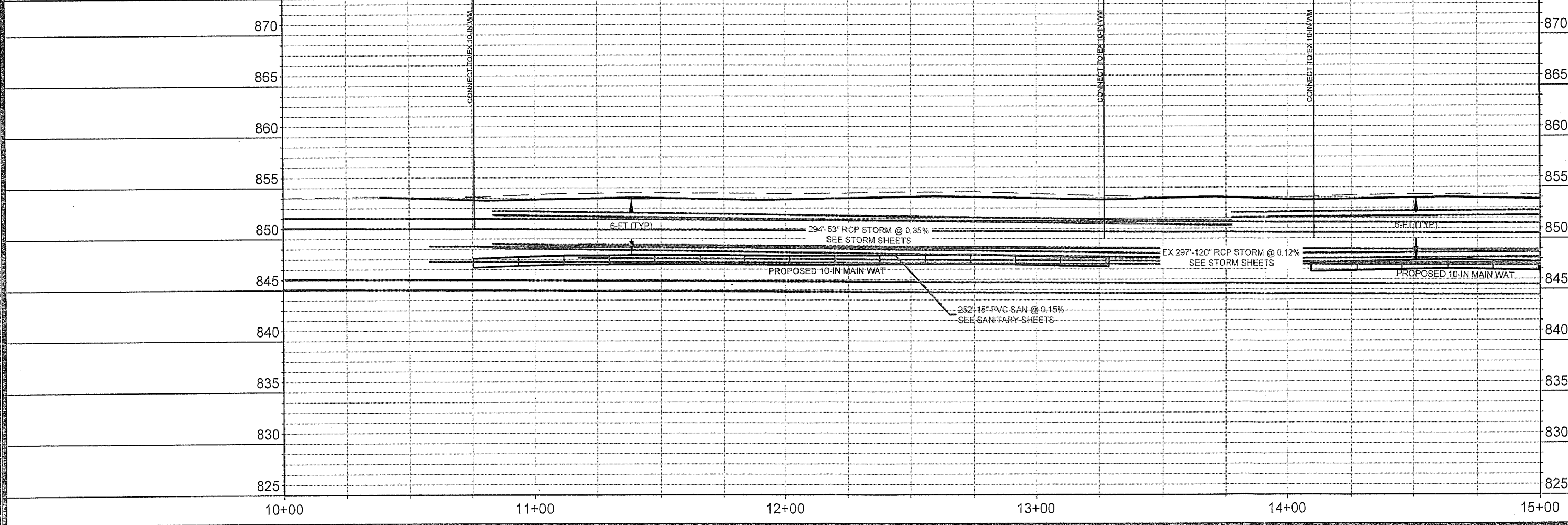
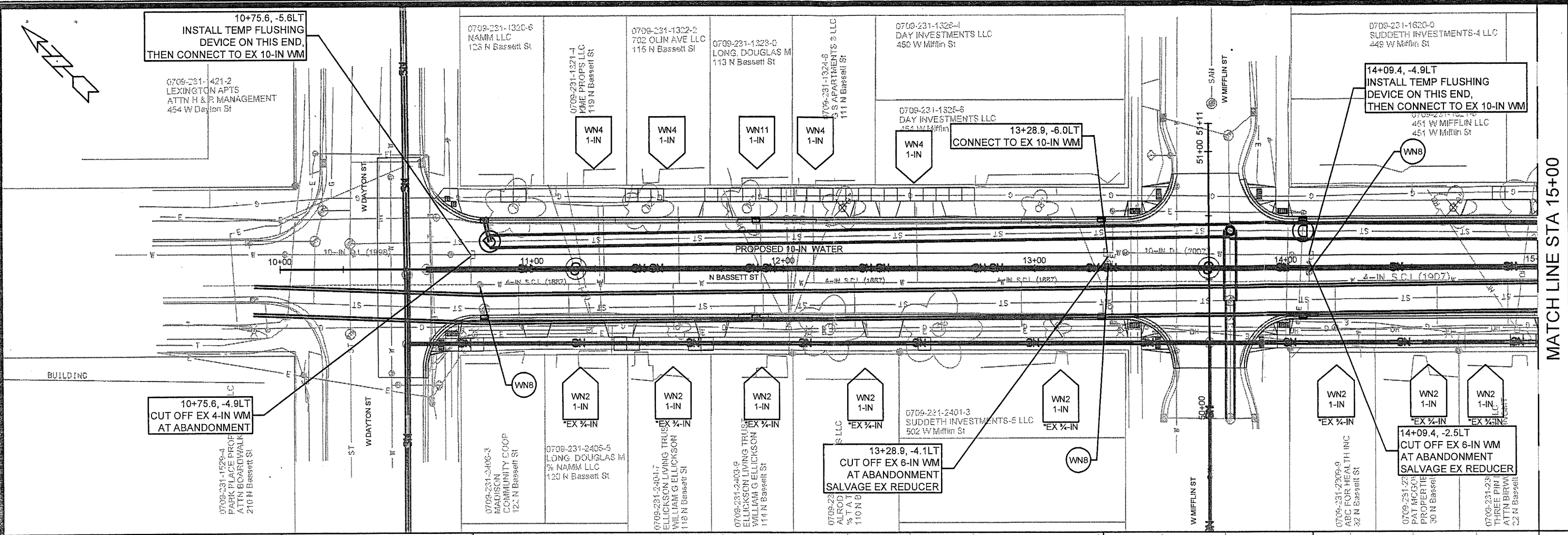
13+28.9, -4.1LT
CUT OFF EX 6-IN WM
AT ABANDONMENT
SALVAGE EX REDUCER

0709-221-2401-3
SUDDETH INVESTMENTS-5 LLC
502 W Wmflin St

14+09.4, -2.5LT
CUT OFF EX 6-IN WM
AT ABANDONMENT
SALVAGE EX REDUCER

0709-231-223
PAT MCCOY
PROPERTY
30 N Bassett

0709-231-23
THREE PIN
ATTN BIRW
22 N Bassett



MATCH LINE STA 15+00

MARK	REVISION	DATE	BY
11987	DESIGNED BY: PEH	DATE: 6-6-2019	W-1

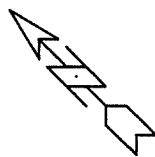
11987
MADISON, DANE, WI
CONTRACT NO: 8299

WATER PLAN AND PROFILE
N. BASSETT STREET 2019
CITY OF MADISON

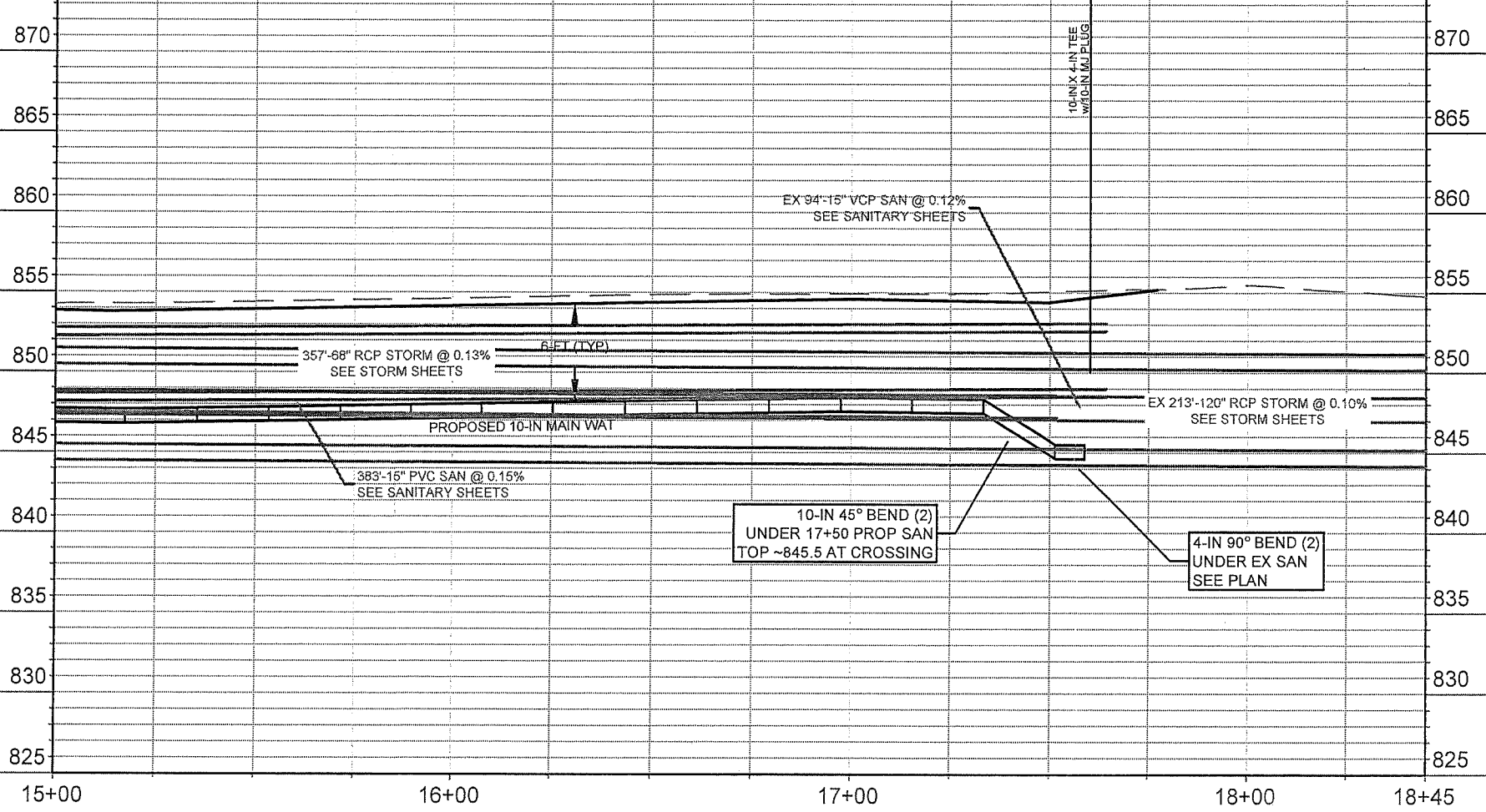
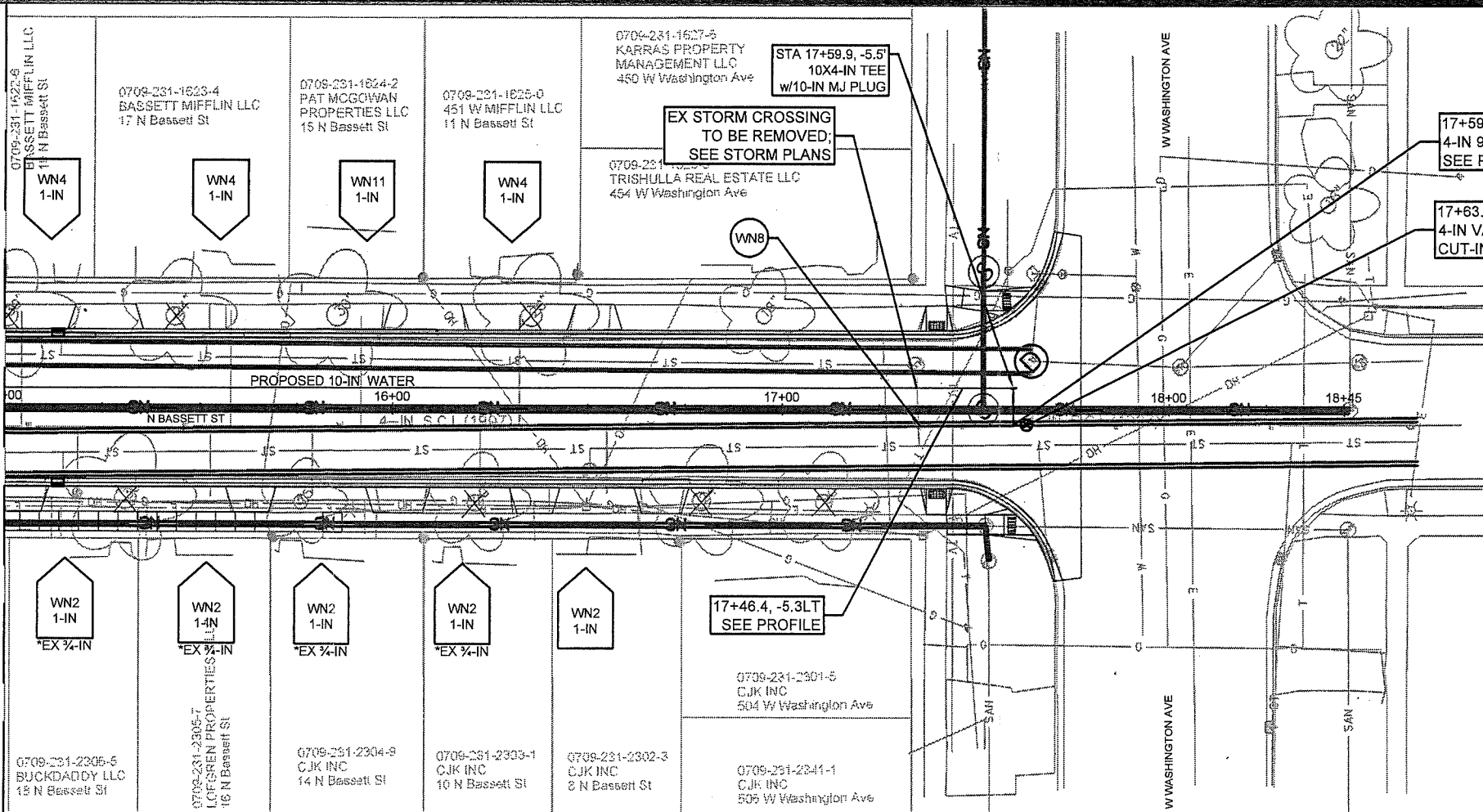


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W-1

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MATCH LINE STA 15+00



11987	11987	11987	11987	11987	11987	11987	11987	11987	11987
MARK	REVISION	DATE	BY	DATE	BY	DATE	BY	DATE	BY
11987	8-6-2019	11987	W-2	11987	W-2	11987	W-2	11987	W-2

11987
 MADISON, DANE, WI
 CONTRACT NO: 8299

WATER PLAN AND PROFILE
 N. BASSETT STREET 2019
 CITY OF MADISON



11987
 W-2

DK16/MK

CONSTRUCTION NOTES:

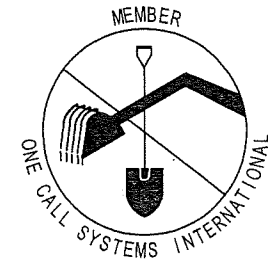
- | | |
|--|--|
| <ol style="list-style-type: none"> CONSTRUCT NEW WATER MAIN 6.0' BELOW FINISHED GRADE, UNLESS OTHERWISE NOTED. INSULATE MAIN WITH POLYSTYRENE BOARD AT STORM SEWER CROSSINGS OR OTHER AREAS IDENTIFIED BY ENGINEER AS HAVING INADEQUATE COVER. VERIFY SIZE OF EXISTING WATER SERVICES AND RECONNECT SERVICES AS INDICATED. MINIMIZE DISRUPTION OF SERVICE TO CUSTOMERS. NOTIFY PER CONTRACT REQUIREMENTS OF ANY PLANNED WATER OUTAGE. THE EXISTING UTILITIES SHOWN ON THIS PLAN REPRESENT THE BEST INFORMATION AVAILABLE TO THE WATER UTILITY AT THE TIME OF PLAN PREPARATION. CONTRACTOR IS RESPONSIBLE FOR HAVING EACH UTILITY LOCATED PRIOR TO COMMENCING WORK. | <p>WN-1 REPLACE THE EXISTING LEAD SERVICE WITH A NEW COPPER SERVICE.</p> <p>WN-2 EXTEND AND RECONNECT THE EXISTING COPPER SERVICE TO THE NEW WATER MAIN.</p> <p>WN-3 EXISTING SERVICE TO BE ABANDONED WHEN THE WATER MAIN IS CUT OFF.</p> <p>WN-4 DISCONNECT FROM THE OLD WATER MAIN AND RECONNECT THE EXISTING COPPER WATER SERVICE LATERAL TO THE NEW WATER MAIN.</p> <p>WN-5 RELOCATE THE EXISTING FIRE HYDRANT.</p> <p>WN-6 ABANDON WATER VALVE ACCESS STRUCTURE.</p> <p>WN-7 FURNISH AND INSTALL THE NEW TOP SECTION FOR THE WATER ACCESS STRUCTURE.</p> <p>WN-8 ABANDON THE VALVE BOX.</p> <p>WN-9 FURNISH THE DITCH, COMPACTION, AND ALL MATERIALS AND LABOR FOR THE INSTALLATION OF NEW SERVICE LATERAL.</p> <p>WN-10 REMOVE AND SALVAGE EXISTING HYDRANT</p> <p>WN-11 REPLACE THE EXISTING COPPER SERVICE WITH A COPPER SERVICE</p> <p>WN-20+ SEE WATER IMPACT PLAN FOR CONNECTION POINT ISOLATION AND WATER SHUT-OFF NOTIFICATION INFORMATION.</p> |
|--|--|

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

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

CALL DIGGERS HOTLINE
TOLL FREE
811 OR 1-800-242-8511
FAX-A-LOCATE 1-800-338-3860
TDD (FOR HEARING IMPAIRED) 1-800-542-2289

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



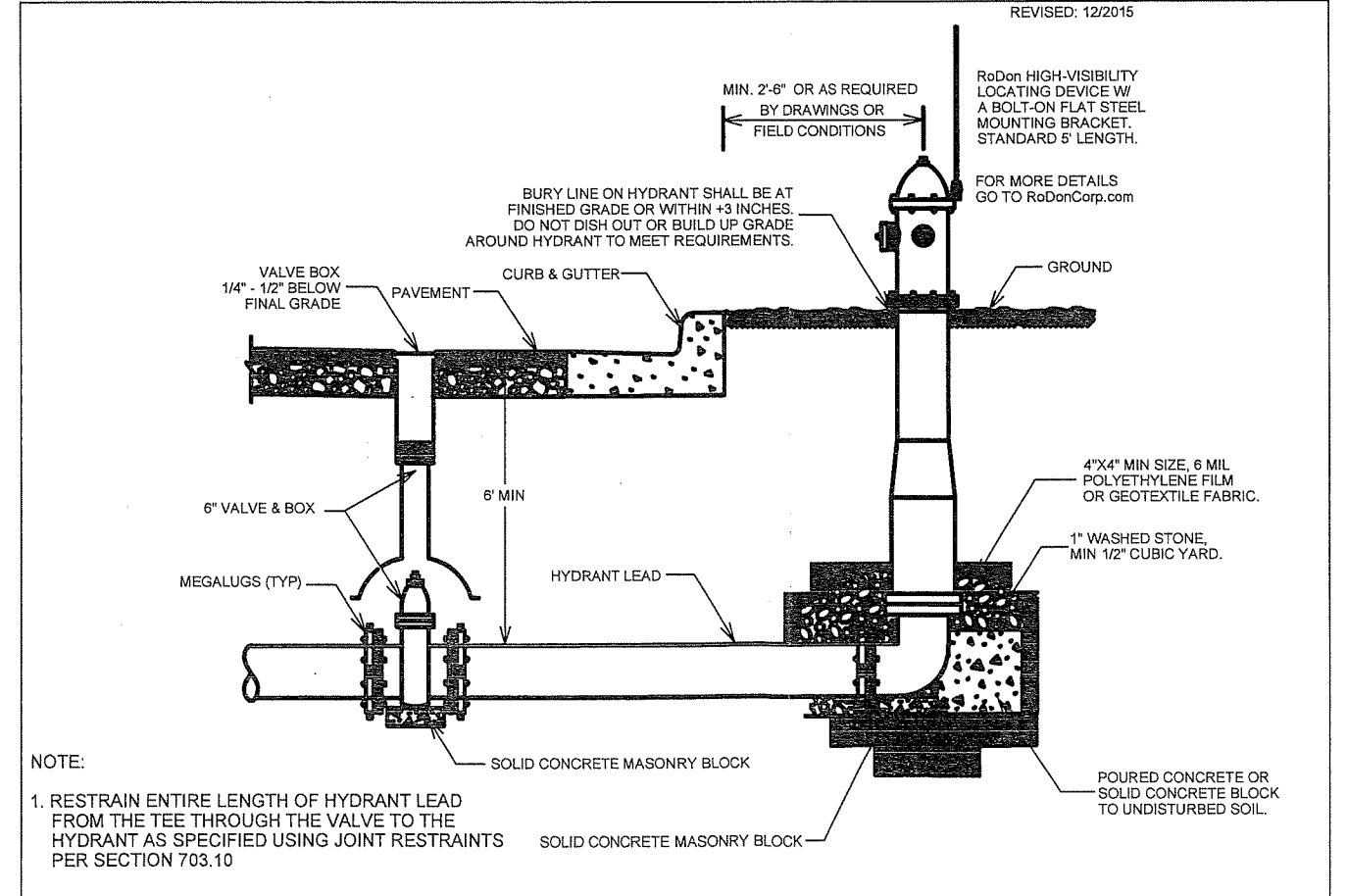
ESTIMATE OF CONTRACTOR MATERIALS:

WATER ASSETS	TOTAL
4-IN PIPE (LF)	<10
10-IN PIPE (LF)	620
POLY WRAP	700
4-IN VALVE & BOX	1
10-IN X 4-IN TEE	1
10-IN 45 BEND	2
4-IN 90 BEND	2
4-IN MJ PLUG	1
6-IN MJ PLUG	2
4-IN MJ CAP	1
TEMP FLUSHING FIXTURE	2
2-IN STYROFOAM (LF)	40
1-IN COPPER PIPING	AS REQ

PART VII - WATER MAINS AND SERVICE LATERALS

DETAIL DRAWING NO. 7.04

REVISED: 12/2015



CITY OF MADISON
WATER UTILITY

NOT TO SCALE

TYPICAL HYDRANT INSTALLATION

MSN WAT MATERIALS

N. BASSETT STREET 2019

CITY OF MADISON

11987

MADISON, DANE, WI

CONTRACT NO: 8299



11987

W-3

DEGINA

SECTION E: BIDDERS ACKNOWLEDGEMENT

N. BASSETT STREET ASSESSMENT DISTRICT – 2019
CONTRACT NO. 8299

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

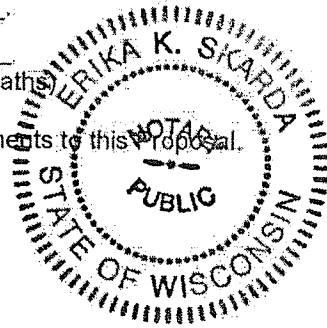
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of S+L Underground, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____ that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

[Signature]
 SIGNATURE
President
 TITLE, IF ANY



Sworn and subscribed to before me this 20th day of June, 2019
[Signature]

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



Contract 8299 – S&L Underground, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

N. BASSETT STREET ASSESSMENT DISTRICT – 2019
CONTRACT NO. 8299

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: S + L Underground, Inc.
Address: W10440 County Road K Lodi, WI 53555
Telephone Number: 608-592-0625 Fax Number: 608-592-3804
Contact Person/Title: Bill Pulvermacher, Sr. Estimator

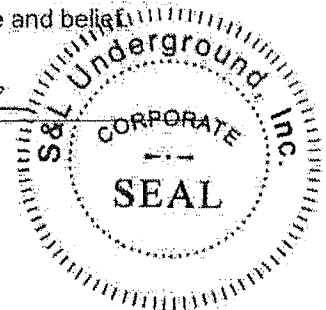
Prime Bidder Certification

I, Ben Larrabee President of
Name Title
S + L Underground, Inc. certify that the information
Company

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

Erika Stolar
Witness Signature
6/20/2019
Date

B 22
Bidder's Signature



N. BASSETT STREET ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8299

DATE: 6/20/19

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,000.00	\$5,000.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	14.00	\$25.00	\$350.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$100.00	\$700.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$55,000.00	\$55,000.00
20101.0 - EXCAVATION CUT - C.Y.	2590.00	\$24.00	\$62,160.00
20130.0 - UNDERDRAIN - L.F.	800.00	\$17.00	\$13,600.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	900.00	\$2.60	\$2,340.00
20217.0 - CLEAR STONE - TON	400.00	\$19.00	\$7,600.00
20219.0 - BREAKER RUN - TON	800.00	\$17.00	\$13,600.00
20221.0 - TOPSOIL - S.Y.	1000.00	\$21.00	\$21,000.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	270.00	\$4.00	\$1,080.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	5.00	\$1,300.00	\$6,500.00
20313.0 - REMOVE INLET - EACH	10.00	\$620.00	\$6,200.00
20314.0 - REMOVE PIPE - LF	58.00	\$38.00	\$2,204.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1460.00	\$4.50	\$6,570.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	5400.00	\$3.60	\$19,440.00
20401.0 - CLEARING - I.D.	110.00	\$82.50	\$9,075.00
20402.0 - GRUBBING - I.D.	210.00	\$24.20	\$5,082.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	5.00	\$380.00	\$1,900.00
20503.0 - ADJUST INLET - EACH	5.00	\$380.00	\$1,900.00
20701.0 - TERRACE SEEDING - S.Y.	1000.00	\$2.00	\$2,000.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	4.00	\$1,000.00	\$4,000.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,300.00	\$4,300.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	10.00	\$100.00	\$1,000.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	15.00	\$65.00	\$975.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	10.00	\$25.00	\$250.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	22.00	\$180.00	\$3,960.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	30.00	\$65.00	\$1,950.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	22.00	\$25.00	\$550.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	1000.00	\$3.25	\$3,250.00
30131.0 - COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) (UNDISTRIBUTED) - S.F.	2000.00	\$0.25	\$500.00
30132.0 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) (UNDISTRIBUTED) - L.F.	700.00	\$1.00	\$700.00
30207.0 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	1460.00	\$18.70	\$27,302.00
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	150.00	\$40.00	\$6,000.00
30301.0 - 5" CONCRETE SIDEWALK - S.F.	3200.00	\$6.25	\$20,000.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	2400.00	\$7.40	\$17,760.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	120.00	\$35.00	\$4,200.00
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1100.00	\$18.60	\$20,460.00

N. BASSETT STREET ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8299

DATE: 6/20/19

S&L Underground, Inc.

Item	Quantity	Price	Extension
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1800.00	\$18.60	\$33,480.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	700.00	\$72.60	\$50,820.00
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	400.00	\$80.90	\$32,360.00
40218.0 - TACK COAT - GAL.	100.00	\$2.30	\$230.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	25.00	\$103.00	\$2,575.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$1.00	\$1.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	661.00	\$0.01	\$6.61
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	1047.00	\$0.01	\$10.47
50322.0 - 10 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	35.00	\$189.00	\$6,615.00
50324.0 - 15 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	635.00	\$204.00	\$129,540.00
50355.0 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	377.00	\$132.00	\$49,764.00
50357.0 - RECONNECT - PRESSURE PIPE - EACH	13.00	\$3,310.00	\$43,030.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$3,900.00	\$3,900.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	28.00	\$80.00	\$2,240.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	10.00	\$146.00	\$1,460.00
50422.0 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	294.00	\$224.00	\$65,856.00
50424.0 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	357.00	\$294.00	\$104,958.00
50701.0 - 4' DIA SAS - EACH	4.00	\$4,200.00	\$16,800.00
50726.0 - 6'X6' STORM SAS - EACH	2.00	\$7,535.00	\$15,070.00
50727.0 - SADDLED STORM - EACH	3.00	\$4,750.00	\$14,250.00
50741.0 - TYPE H INLET - EACH	1.00	\$2,445.00	\$2,445.00
50762.0 - SADDLED INLET TYPE II - EACH	5.00	\$1,910.00	\$9,550.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$550.00	\$1,650.00
50791.0 - SANITARY SEWER TAP - EACH	1.00	\$2,750.00	\$2,750.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$2,900.00	\$2,900.00
50797.0 - INTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	4.00	\$230.00	\$920.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	9.00	\$750.00	\$6,750.00
50802.0 - CONCRETE SUPPORTS - EACH	1.00	\$1,930.00	\$1,930.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	550.00	\$5.75	\$3,162.50
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	700.00	\$5.25	\$3,675.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	550.00	\$5.00	\$2,750.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1500.00	\$4.75	\$7,125.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	100.00	\$50.00	\$5,000.00
60261.0 - ELECTRICAL TRENCH - L.F.	1960.00	\$7.50	\$14,700.00
60401.0 - CONSTRUCT LB-1 BASE - EACH	12.00	\$1,100.00	\$13,200.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	6.00	\$1,150.00	\$6,900.00
60409.0 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$2,050.00	\$2,050.00
60411.0 - CONSTRUCT TYPE "G" BASE - EACH	2.00	\$950.00	\$1,900.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	7.00	\$350.00	\$2,450.00
60423.0 - REMOVE TRAFFIC SIGNAL BASE - EACH	2.00	\$350.00	\$700.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	7.00	\$350.00	\$2,450.00

N. BASSETT STREET ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8299

DATE: 6/20/19

S&L Underground, Inc.

Item	Quantity	Price	Extension
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	6.00	\$1,050.00	\$6,300.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	8.00	\$1,500.00	\$12,000.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	150.00	\$4.75	\$712.50
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	360.00	\$5.00	\$1,800.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	150.00	\$13.00	\$1,950.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	250.00	\$13.50	\$3,375.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	150.00	\$20.00	\$3,000.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	75.00	\$16.00	\$1,200.00
60826.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	1.00	\$270.00	\$270.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	1.00	\$275.00	\$275.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	2.00	\$270.00	\$540.00
60832.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT & LEFT ARROW - EACH	4.00	\$300.00	\$1,200.00
60833.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT & RIGHT ARROW - EACH	2.00	\$300.00	\$600.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	1.00	\$300.00	\$300.00
60840.0 - PAVEMENT MARKING PAINT, LINE, 4-INCH - L.F.	1350.00	\$4.50	\$6,075.00
60848.0 - PAVEMENT MARKING PAINT, DIAGONAL LINE, 4-INCH - L.F.	120.00	\$9.00	\$1,080.00
60863.0 - PAVEMENT MARKING PAINT, SYMBOL, BIKE LANE - EACH	2.00	\$130.00	\$260.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	620.00	\$198.00	\$122,760.00
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	1.00	\$1,510.00	\$1,510.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	2.00	\$4,270.00	\$8,540.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	20.00	\$2,210.00	\$44,200.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$3,000.00	\$12,000.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$2,100.00	\$6,300.00
70090.0 - ABANDON WATER VALVE BOX - EACH	4.00	\$220.00	\$880.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	80.00	\$17.00	\$1,360.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	14.00	\$410.00	\$5,740.00
70110.0 - TEMPORARY WATER SUPPLY SYSTEM - LUMP SUM	1.00	\$1.00	\$1.00
90001.0 - FENCE SAFETY - L.F.	1600.00	\$4.50	\$7,200.00
90002.0 - TEMPORARY CROSSWALK ACCESS - EACH	6.00	\$450.00	\$2,700.00
90003.0 - FLEXIBLE TUBULAR MARKER, 36", WHITE - EACH	24.00	\$37.00	\$888.00
90004.0 - HIGH FRICTION COLORED SURFACE - BIKE LANE GREEN - S.F.	300.00	\$12.75	\$3,825.00
90005.0 - EXCAVATING AND HAULING OF CONTAMINATED SOIL - TON	200.00	\$36.00	\$7,200.00
90030.0 - FLUID THERMAL BACKFILL - EACH	2.00	\$3,820.00	\$7,640.00
90031.0 - 6'X9' STORM SAS - EACH	1.00	\$11,950.00	\$11,950.00
90090.0 - INSTALL AND MAINTAIN SUPPORT STRUCTURES - LUMP SUM	1.00	\$35,000.00	\$35,000.00
115 Items	Totals		\$1,351,513.08

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:

N. BASSETT STREET ASSESSMENT DISTRICT – 2019 CONTRACT NO. 8299

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

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

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

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

Seal PRINCIPAL

S & L Underground, Inc.

Name of Principal

Ben Larrabee

6/20/2019

Date

By Ben Larrabee, President
Name and Title



Seal SURETY

Granite Re, Inc.

Name of Surety

By Connie Smith

06/11/2019

Date

Connie Smith, Attorney-in-Fact

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2019, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

06/11/2019

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.

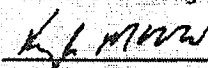
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.

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

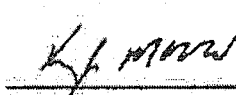
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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

11 day of JUNE, 2019





Kyle P. McDonald, Secretary/Treasurer

SECTION H: AGREEMENT

THIS AGREEMENT made this 17 day of JULY in the year Two Thousand and Nineteen between **S&L UNDERGROUND, INC.**, hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **JULY 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:

N. BASSETT STREET ASSESSMENT DISTRICT – 2019 CONTRACT NO. 8299

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **ONE MILLION THREE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED THIRTEEN AND 08/100 (\$1,351,513.08)** 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)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

N. BASSETT STREET ASSESSMENT DISTRICT – 2019
CONTRACT NO. 8299

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:

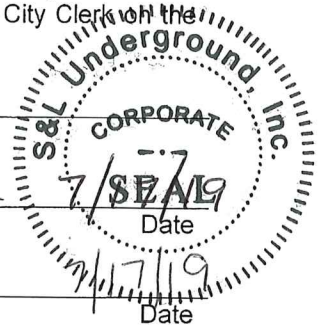
Erika Sleuba 7/17/19
Witness Date
Erika Sleuba 7/17/19
Witness Date

S&L UNDERGROUND, INC.

Company Name

B. J. [Signature]
President

[Signature]
Secretary



CITY OF MADISON, WISCONSIN

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

[Signature] 7/30/19
Finance Director Date
[Signature] 7.30.19
Witness Date
[Signature] 7/23/19
Witness Date

Approved as to form:

[Signature] 7.30.19
City Attorney Date
[Signature] 7/30/19
Mayor Date
Lauren H. Pez for 7/23/2019
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we S&L UNDERGROUND, INC. as principal,
and Granite Re, Inc.
Company of Oklahoma as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of ONE MILLION THREE HUNDRED FIFTY-ONE THOUSAND FIVE
HUNDRED THIRTEEN AND 08/100 (\$1,351,513.08) 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:

**N. BASSETT STREET ASSESSMENT DISTRICT – 2019
CONTRACT NO. 8299**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the
prosecution of said work, and save the City harmless from all claims for damages because of negligence
in the prosecution of said work, and shall save harmless the said City from all claims for compensation
(under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is
to be void, otherwise of full force, virtue and effect.

Signed and sealed this 17th day of July, 2019

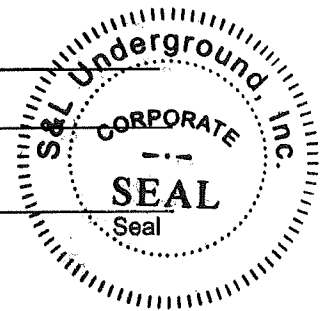
Countersigned:

Erika Steeler
Witness
Dawasee
Secretary

S&L UNDERGROUND, INC.

Company Name (Principal)

B. J. [Signature]
President



Granite Re, Inc.

Surety Seal

Salary Employee Commission

By Connie Smith
Attorney-in-Fact Connie Smith

Approved as to form:

[Signature]
City Attorney

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.

07/17/2019
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:

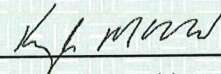
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

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)



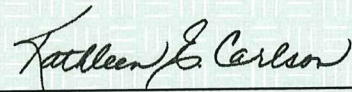
Kenneth D. Whittington, President


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



Notary Public

GRANITE RE, INC. Certificate

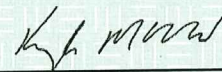
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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

11 day of July, 2019





Kyle P. McDonald, Secretary/Treasurer