

\$704,056.11
ORIGINAL

BID OF S&L UNDERGROUND, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021

CONTRACT NO. 8567

MUNIS NO. 13177

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 20, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021
CONTRACT NO. 8567**

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This Proposal, and Agreement have
been prepared by:

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

Christy Bachmann on behalf of:
Robert F. Phillips, P.E., City Engineer

RFP: fel

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:	MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	8567
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	June 17, 2021
BID SUBMISSION (2:00 P.M.)	June 24, 2021
BID OPEN (2:30 P.M.)	June 24, 2021
PUBLISHED IN WSJ	June 10 & 17, 2021

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtortesmeza@cityofmdison.com.

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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Notwithstanding any language to the contrary contained herein, the City

may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion or performance of the contract.

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8567

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 \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, excavation cut, clearing, grubbing, replacement of sanitary sewer, storm sewer, water main, sidewalk, driveway aprons, curb and gutter, base course, pavement, and terrace restoration with topsoil, seed and matting.

The project limits for the work are Melvin Court from the north end cul-de-sac to East Washington Avenue and Ridgeway Avenue from the west end cul-de-sac to Melvin Court.

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. It is anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb and gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into Sewer Access Structures and Storm Sewer 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 the contract duration.

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

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

Work under this contract will require coordination with private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and allow working areas for installation of new facilities or for relocation work.

The Contractor shall contact MG&E electric when working in close proximity to power poles so that poles can be supported if required.

Madison Gas & Electric (MG&E) will replace the existing gas main facilities on Melvin Court from Ridgeway Avenue to Quincy Avenue and on Ridgeway Avenue from Melvin Court to the west end cul-de-sac during the duration of this contract. The Contractor shall coordinate the relocation work with MG&E.

Potential conflicts installing proposed storm sewer have been identified at the following locations:

- P-56 with gas main - STA 12+59, LT- 20'
- P-58 with gas main - STA 12+85, LT- 10'
- P-58 with electrical underground – STA 13+19, LT-13'
- P-5 with gas main- STA 16+15, RT- 20'

Contacts for private utilities are:

Katie Bloomer (MG&E Gas) 608-252-7287, kbloomer@mge.com

Mark Bohm (MG&E Electric) 608-252-4730, mbohm@mge.com

Carol Anason (AT&T) 608-252-2385, ca2624@att.com

Ryan Denewellis (AT&T) 608-358-6285, rd1238@att.com

Jon Marschke (Charter Communications), 608-225-2479, Jon.Marschke@charter.com

Jerry Myers (TDS) 608-664-4404, jerry.myers@tdstelecom.com

The contractor shall contact Madison Water Utility Construction Inspector Jeff Belshaw (608-206-3856) two days prior to any work on the water system.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Jeremy Nash at jnash@cityofmadison.com, five 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

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 project may be closed to through traffic at the project limits. All lanes of traffic on E Washington Ave shall remain open at all times.

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

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

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

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

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

Contractor shall place portable changeable message boards on Melvin Ct at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

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

Maintain sidewalk at all times on one side of the street and both sides whenever possible. When sidewalk must be closed for construction purposes, Contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

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

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the Construction Engineer that permanent signing is in place and temporary traffic control may be removed. The Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

Contact Jeremy Nash, City of Madison Traffic Engineering, at jnash@cityofmadison.com or 608-616-9098 for questions on this spec.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall notify the City of Madison Police Department, Fire Department, and Traffic Engineering 48 hours in advance of all closure of streets.

SECTION 108.2 PERMITS

A City of Madison Erosion Control permit, DNR sewer extension permit and DNR Notice of Intent (NOI) for coverage under a Construction Site General permit are required and will be applied for by the City for this project.

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Type II Dewatering

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The Contractor shall meet the conditions of the permits involving properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, as directed by the Construction Engineer or his designees, or as directed by any official representative of the DNR. This work will be paid for under the appropriate bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

The City's obtaining these permits 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 THE WORK

The Contractor may begin work on or after **August 16, 2021**. The completion date shall be **October 29, 2021**.

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

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

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.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. Monday – Saturday unless approved by the Engineer in writing. No work shall be allowed on holidays unless approved by the Engineer.

SECTION 210.1(c) STREET SWEEPING

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sanitary sewer and storm sewer designer for this project is Lauren Striegl. She may be contacted at (608) 266-4094 or lstriegl@cityofmadison.com.

SANITARY SEWER GENERAL

This project will replace approximately 599 LF of 8" sanitary main on Melvin Ct and Ridgeway Ave. All laterals along the section of sanitary main to be relocated will be replaced and extended to tie into the new sanitary main. Approximately 599 LF of new 8" sanitary main and 243 LF of new sanitary lateral will be installed with this project. Existing sanitary main will be removed along Ridgeway Ave (where sanitary main will be replaced in place) and will be abandoned in place with slurry along Melvin Ct.

Existing sanitary main on Melvin Ct north of Quincy Ave will remain in place and should not be impacted.

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

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction (2021 Edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under Sanitary Sewer Tap (Bid Item 50791). All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

Connection of new pipes to existing structures shall utilize compression couplings where existing PVC sanitary main is installed at existing sewer access structures. Where it is not possible to connect with compression couplings, the connection shall be accommodated with a Sanitary Sewer Tap (Bid Item 50791) and Reconstruct Bench & Flowline(s) (Bid Item 50103).

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

This project will remove the existing storm sewer system on Melvin Ct from its intersection with E Washington Ave to the cul-de-sac, and installation of an expanded and upsized storm sewer system for the street. Additionally, an inlet in the cul-de-sac of Ridgeway Ave will be removed and replaced with a larger terrace inlet. Storm sewer pipe work may include (but shall not be limited to) removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

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. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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.

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.

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV

Utility Trench Patch Type IV is required on Melvin Ct and Ridgeway Ave in areas that will be pulverized for work relating to underground utility excavation.

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

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

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

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

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

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

BID ITEM 50356 – RECONNECT

All work under this bid item shall be done in accordance with Article 503 of the City of Madison Standard Specifications for Public Works Construction, latest edition. Lateral risers shall be installed in conformance with the S.D.D. 5.3.1 and made payable as Reconnect (Bid Item 50356) and Sanitary Sewer Lateral (SDR-35, SDR-26) (Bid Item 50353).

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction (2021 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.

Per the City of Madison Standard Specifications for Public Works Construction (2021 Edition) Section 507.3(c), each private storm sewer lateral shall have an electronic marker ball installed at the capped end

location on the private property line.

A marker ball will be required for the manufactured 28.5° 24-in Type II Pavement Storm bend, shown as "S-52" in the plans. The marker ball should be placed directly above the bend as installed.

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, latest edition. It is the discretion of the Contractor to locate utilities by either a trench excavation or by a pothole technique. However, the Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet apart.

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Tim Pearson. He may be contacted at (608) 206-3956 or tpearson@madisonwater.org.

The project consists of furnishing and installing primarily 8-inch ductile iron water main and fittings on Ridgeway Avenue and Melvin Court within the project limits. The project also includes abandoning existing water main and removing some existing water main. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

Water Services Outages Restrictions & Notifications

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents.

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

Perform cut-in connection WN-22 W-2 at Ridgeview first, to limit outages to the Ridgeview Heights Apartments. Install a temporary flushing device for flushing & testing new main, prior to connection at existing 6-IN WN-21 W-1. Safe sample and swabbing connection will be required for connection to existing 6-IN main at WN-20 W-1. Notify Ridgeview Heights Apartments in advance, prior to any planned water service shut offs, including cut in connection WN-23 W-2. See impact plan W-3 for notification information.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- | | |
|-------|---|
| WN1 | Replace the existing lead service with a new copper service. |
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |
| WN4 | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5 | Relocate the existing fire hydrant. |
| WN6 | Abandon water valve access structure. |
| WN7 | Furnish and install the new top section for the water access structure. |
| WN8 | Abandon the valve box. |
| WN9 | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral. |
| WN10 | Remove and salvage existing hydrant. |
| WN11 | Replace the existing copper service with a new copper service. |
| WN20+ | See Water Impact Plan for connection point isolation and water shut-off notification information. |

BID ITEM 90000 – MAINTAIN BIKE PATH ACCESS

DESCRIPTION

The bike path adjacent to Melvin Court, Starkweather Creek/MATC Path is a highly used path, and the contractor shall maintain access at all times.

The path shall be a minimum of 8 ft. wide at all times. The Contractor shall install temporary orange construction fencing to guide path users to appropriate path and crossing locations and to close off any path locations or crossings that are not safe or not in use. The Construction fencing shall be a minimum of 4 ft. in height, shall extend completely to the ground, and metal post spacing shall be a maximum of 7 ft.

Proper signage shall also be provided to alert path users of the location of the temporary path.

This item includes all work necessary to install, relocate, maintain, and remove the temporary path material as necessary for construction so that bike access is maintained throughout construction.

MATERIALS

Furnish a hard temporary surface material consisting of hot mix asphaltic surface or any grade of concrete. Gravel, cold patch or rubber matting are not acceptable materials. The minimum asphalt

thickness will be 2 Inches, and the minimum temporary concrete thickness will be 4 Inches, and the surface material shall be placed on a minimum of 3 Inches of select fill or gravel base course material.

CONSTRUCTION

Install, maintain, and remove temporary surface material at the primary bike path and connector. Level and compact the surface prior to placing temporary surface material.

MEASUREMENT

Maintain Bike Path Access will be measured by the lump sum acceptably completed.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation 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 90030 – WATER ADJUSTMENT

DESCRIPTION

Work under this item shall include all work, material and incidentals necessary to modify and/or relocate water main as necessary to avoid conflicts with the proposed storm or sanitary sewer construction. This work shall include, but not be limited to, installation of windows to go beneath the proposed storm sewer or above the sanitary sewer, or offsets to go around the proposed sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the sewer. The work will include new joints, piping matching existing size, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction (2021 Edition).

The contact for Madison Water Utility (MWU) is Jeff Belshaw at 608-261-9835 or jbelshaw@madisonwater.org. The Contractor shall contact Jeff Belshaw at least 7 days prior to performing any work on the MWU water main. The Contractor shall work with the MWU to arrange for an MWU construction inspector to be on-site any time work on the MWU water main is being performed.

METHOD OF MEASUREMENT

Water Adjustment shall be measured separately as each for each specific instance as identified in the field.

BASIS OF PAYMENT

Water Adjustment, measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90031 – 22.5° 24-IN TYPE II PAVEMENT STORM BEND

DESCRIPTION

Work under this item shall include all work, material and incidentals necessary to install a manufactured 22.5° 24-in Type II Pavement Storm bend at the location marked as "S-52" in the plans per the manufacturer's recommendations.

If the contractor elects to substitute RCP for pipes "P-51" and "P-52" as shown in the plans, this item may be substituted with a precast 22.5° 24-in Type I RCP storm sewer bend with Engineer's approval. All other terms of this bid item apply.

METHOD OF MEASUREMENT

22.5° 24-in Type II Pavement Storm Bend shall be measured separately as each for each bend acceptably installed.

BASIS OF PAYMENT

22.5° 24-in Type II Pavement Storm Bend, measured as described above, will be paid at the contract price and shall be considered full compensation for all work, materials and incidentals to complete the work as explained in the description above.



Scale: Reduced


Soil Boring Location Map
Melvin Court & Ridgeway Ave
Madison, WI



Date: 11/2020
Job No.: C20051-26



Legend

 Denotes Boring Location

Notes

1. Boring locations are approximate
2. Soil Borings performed by Badger State Drilling in November 2020



LOG OF TEST BORING

Project Melvin/Ridgeway
 Location Melvin: 70'NW of Quincy, 10'NE of CL
Madison, WI

Boring No. 1
 Surface Elevation (ft) 865±
 Job No. C20051-26
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					5 in. Asphalt Pavement/7 in. Sandy Base Course					
1	16	M	5	5	Stiff, Brown Lean CLAY (CL)	(1.25)				
2	18	M	11	5		(1.5)				
3	16	M	10	10	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	18	M	17	10						
5	14	M	25	15	Increasing Gravel/Cobble Content with Depth					
				15	End Boring at 15 ft					
				20	Borehole Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 11/24/20 End 11/24/20
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Melvin/Ridgeway
Melvin: 110'NW of Ridgeway, 5'NE of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 896±
 Job No. C20051-26
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	w	LL	PL	LI
					X	5 in. Asphalt Pavement/7 in. Sandy Base Course				
1	18	M	24		.	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	12	M	8		-	Loose, Light Brown Fine SAND (SP)				
3	6	M	76/9"		-	Very Dense, Light Brown Fine to Medium SAND, Some Gravel, Little to Some Silt (SP-SM/SM)				
4	0	M	81/7"		-					
5	16	M	59		-					
				15		End Boring at 15 ft Borehole Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 11/24/20 End 11/24/20
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Melvin/Ridgeway
 Location Melvin: 200' SE of Washington, 10' NE of CL
Madison, WI

Boring No. 3
 Surface Elevation (ft) 883±
 Job No. C20051-26
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					X	6 in. Asphalt Pavement/7 in. Sandy Base Course				
1	8	M	6		X	FILL: Loose Brown Sand with Silt and Clay				
					X	Stiff to Soft, Brown Lean CLAY (CL)				
2	16	M	7		X	(1.75)				
3	18	M	6		X	(0.75)				
4	18	M	4		X	(0.5)				
5	6	M	3		X					
6	7	M	4		X					
				15		End Boring at 15 ft				
						Borehole Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 11/24/20 End 11/24/20
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Melvin/Ridgeway
 Ridgeway: 235'SW of Melvin, 10'NW of CL
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 894±
 Job No. C20051-26
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					X	5 in. Asphalt Pavement/6 in. Base Course				
1	6	M	11		X	FILL: Stiff Brown Clay with Sand and Gravel (1.5)				
2	14	M	19		X	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	18	M	29		X					
4	16	M	34		X					
5	16	M	71		X	Very Dense, Brown Silty Fine SAND, Some Gravel (SM)				
				15		End Boring at 15 ft Borehole Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	<input type="checkbox"/>	NW	Start	11/24/20	End	11/24/20
Time After Drilling						Driller	BSD	Chief	MC
Depth to Water					▼	Logger	DC	Editor	ESF
Depth to Cave in						Drill Method	2.25" HSA; Autohammer		

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

LOG OF TEST BORING
General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders	Larger than 12"	Larger than 12"
Cobbles	3" to 12"	3" to 12"
Gravel: Coarse.....	¾" to 3"	¾" to 3"
Fine	4.76 mm to ¾"	#4 to ¾"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium	0.42 to mm to 2.00 mm	#40 to #10
Fine	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

General Terminology

Physical Characteristics
 Color, moisture, grain shape, fineness, etc.
Major Constituents
 Clay, silt, sand, gravel
Structure
 Laminated, varved, fibrous, stratified, cemented, fissured, etc.
Geologic Origin
 Glacial, alluvial, eolian, residual, etc.

Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And	35% - 50%

Consistency

Term	q _u -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

SYMBOLS

Drilling and Sampling

- CS – Continuous Sampling
- RC – Rock Coring: Size AW, BW, NW, 2"W
- RQD – Rock Quality Designation
- RB – Rock Bit/Roller Bit
- FT – Fish Tail
- DC – Drove Casing
- C – Casing: Size 2 ½", NW, 4", HW
- CW – Clear Water
- DM – Drilling Mud
- HSA – Hollow Stem Auger
- FA – Flight Auger
- HA – Hand Auger
- COA – Clean-Out Auger
- SS - 2" Dia. Split-Barrel Sample
- 2ST – 2" Dia. Thin-Walled Tube Sample
- 3ST – 3" Dia. Thin-Walled Tube Sample
- PT – 3" Dia. Piston Tube Sample
- AS – Auger Sample
- WS – Wash Sample
- PTS – Peat Sample
- PS – Pitcher Sample
- NR – No Recovery
- S – Sounding
- PMT – Borehole Pressuremeter Test
- VS – Vane Shear Test
- WPT – Water Pressure Test

Laboratory Tests

- q_s – Penetrometer Reading, tons/sq ft
- q_u – Unconfined Strength, tons/sq ft
- W – Moisture Content, %
- LL – Liquid Limit, %
- PL – Plastic Limit, %
- SL – Shrinkage Limit, %
- LI – Loss on Ignition
- D – Dry Unit Weight, lbs/cu ft
- pH – Measure of Soil Alkalinity or Acidity
- FS – Free Swell, %

Water Level Measurement
















- ▽ - Water Level at Time Shown
- NW – No Water Encountered
- WD – While Drilling
- BCR – Before Casing Removal
- ACR – After Casing Removal
- CW – Cave and Wet
- CM – Caved and Moist

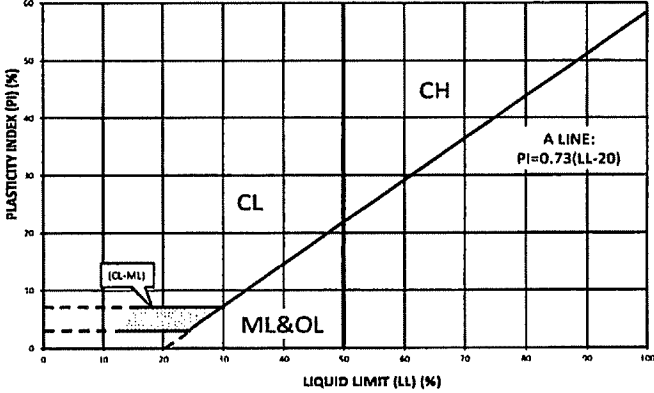
Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART		
COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)	
	 GW	Well-graded gravels, gravel-sand mixtures, little or no fines
	 GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
	 GM	Silty gravels, gravel-sand-silt mixtures
	 GC	Clayey gravels, gravel-sand-clay mixtures
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)	
	 SW	Well-graded sands, gravelly sands, little or no fines
	 SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
	 SM	Silty sands, sand-silt mixtures
	 SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%	 ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
	 CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	 OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater	 MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	 CH	Inorganic clays of high plasticity, fat clays
	 OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	 PT	Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA		
GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line or P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
SC	Atterberg limits above "A" line with P.I. greater than 7	
<p>Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:</p> <p>Less than 5 percent GW, GP, SW, SP More than 12 percent GM, GC, SM, SC 5 to 12 percent Borderline cases requiring dual symbols</p>		
PLASTICITY CHART		
		



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

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Principal Engineer 1
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Mark D. Moder, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability
Bryan Cooper, Principal Architect

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

Financial Manager
Steven B. Danner-Rivers

June 18, 2021

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8567**

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021

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

BID EXPRESS: Section G: Bid Bond Download

Within Bid Express, a correction has been made to the contract title on downloadable file "8567 Section G- Bid Bond.pdf". Corrected pdf is also attached.

PLANS

Delete Pages U6 and U7 and replace with attached U6 and U7 pages. A design change has been made on Page U6 to allow for Type II Pavement Storm. Page U7 has been reformatted to an 11X17 print size.

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,

Christy Bachmann on behalf of:
Robert F. Phillips, P.E., City Engineer

SECTION G: BID BOND

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

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

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8567

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

Name of Principal

By

Date

Name and Title

Seal SURETY

Name of Surety

By

Date

Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. _____ for the year _____, 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.

Date

Agent Signature

Address

City, State and Zip Code

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.

Certificate of Biennial Bid Bond

TIME PERIOD - VALID (FROM/TO)
NAME OF SURETY
NAME OF CONTRACTOR
CERTIFICATE HOLDER <p style="text-align: center;">City of Madison, Wisconsin</p>

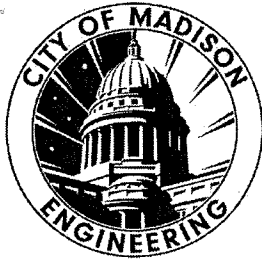
This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.

Signature of Authorized Contractor Representative

Date



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Engineering Division
 Robert F. Phillips, P.E., City Engineer
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Facilities & Sustainability
 Bryan Cooper, Principal Architect
Mapping Section Manager
 Eric T. Pederson, P.S.
Financial Manager
 Steven B. Danner-Rivers

June 18, 2021

**NOTICE OF ADDENDUM
 ADDENDUM NO. 2
 CONTRACT NO. 8567**

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021

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

BID EXPRESS:

Engineers Estimate has been updated.

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	50401	12 INCH TYPE I RCP STORM SEWER PIPE
MODIFY	50402	15 INCH TYPE I RCP STORM SEWER PIPE
MODIFY	50432	12 INCH TYPE II PAVEMENT STORM SEWER PIPE
ADD	50433	15 INCH TYPE II PAVEMENT STORM SEWER PIPE

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,

 for

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

STORM SEWER SCHEDULE

*REV 6/18/21 LES

MELVIN CT AND RIDGEWAY AVE RESURFACING ASSESSMENT DIST. 2021	SHEET NO. U-6
PROJECT NO. 13177	
STORM SEWER SCHEDULE	
CITY OF MADISON	

PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
Melvin Ct							
S-0	18+46.77	RT-13.67	4X4 STORM SAS	881.27	876.28	4.99	FP; W/ R-3067-7004V
S-1	18+35.59	RT-14.10	3X3 CATCHBASIN	881.32	876.33	4.99	[1]; W/ R-3067-7004V
S-2	17+95.89	RT-7.06	3X3 STORM SAS	881.53	876.51	5.02	W/ R-1550-0054
S-3	17+29.27	LT-0.20	3X3 STORM SAS	883.59	877.56	6.03	W/ R-1550-0054
S-4	16+24.96	LT-2.40	3X3 STORM SAS	891.82	884.85	6.97	W/ R-1550-0054
S-7	15+64.80	RT-13.90	TYPE "H" INLET	896.85	892.12	4.73	W/ R-3067-7004V
S-8	15+55.44	LT-13.34	TYPE "H" INLET	896.78	893.01	3.77	W/ R-3067-7004V
S-53	10+18.94	LT-21.14	TERRACE INLET TYPE 3	858.30	852.68	5.62	FP; SEE S.D.D. 5.7.12B
S-54	10+78.72	LT-10.23	3X3 CATCHBASIN	859.52	854.82	4.70	[1]; W/ R-1550-0054
S-55	11+50.10	LT-5.99	3X3 STORM SAS	861.46	855.54	5.92	W/ R-1550-0054
S-56	12+52.64	LT-6.69	3X3 STORM SAS	869.08	861.75	7.33	W/ R-1550-0054
S-57	12+67.32	LT-36.61	TYPE "H" INLET	871.51	866.10	5.41	W/ R-3067-7004V
S-58	12+99.50	LT-35.53	TYPE "H" INLET	874.14	869.25	4.89	LP; UD; W/ R-3067-7004VB
S-59	13+26.70	LT-13.36	TYPE "H" INLET	877.40	868.80	8.60	W/ R-3067-7004V
S-60	12+69.63	RT-13.42	TYPE "H" INLET	870.72	866.62	4.10	W/ R-3067-7004V
S-61	11+56.75	LT-13.23	TYPE "H" INLET	862.00	858.67	3.33	W/ R-3067-7004V
S-62	11+56.33	RT-13.43	TYPE "H" INLET	861.87	858.54	3.33	W/ R-3067-7004V
Storm Sewer Discharge							
S-50	40+17.60	LT-5.81	19X30-IN HERCP AE W/ GATE	853.78	851.93	-	
S-51	40+76.40	LT-15.95	TYPE "H" INLET	855.18	852.22	2.96	FP; W/ R-1878-B7G
S-52	40+90.70	LT-10.13	22.5' TYPE II PAVEMENT STORM BEND	854.44	852.29	-	BY PIPE MANUFACTURER
Ridgeway Ave							
S-5	24+12.59	RT-13.50	3X3 STORM SAS	893.88	889.36	4.52	LP; UD; W/ R-3067-7004VB
S-6	24+12.59	LT-13.50	TYPE "H" INLET	895.34	890.56	4.78	LP; UD; W/ R-3067-7004VB
S-9	24+76.19	RT-15.39	3X3 STORM SAS	894.26	889.50	4.76	LP; UD; W/ R-3067-7004VB
S-10	24+76.25	LT-16.06	TYPE "H" INLET	895.52	892.23	3.29	LP; UD; W/ R-3067-7004VB
S-11	24+87.61	RT-15.36	PLUG	891.79	889.85	-	
S-100	20+16.97	RT-12.41	TERRACE INLET TYPE 2	885.84	883.28	2.56	FP; SEE S.D.D. 5.7.12A; [2]

PROPOSED STORM PIPES

PIPE NO.	FROM (DNSTM)	TO (UPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
Melvin Ct										
P-1	S-0	S-1	876.28	876.33	11	8	0.65%	24	RCP	
P-2	S-1	S-2	876.33	876.51	40	37	0.48%	24	RCP	
P-3	S-2	S-3	877.24	877.56	68	64	0.50%	24	RCP	
P-4	S-3	S-4	878.60	884.85	104	101	6.16%	24	RCP	
P-5	S-4	S-5	888.03	889.36	37	34	3.89%	18	RCP	
* P-7	S-6	S-7	891.02	892.12	26	23	4.79%	12	TYPE II PAVEMENT STORM	
P-8	S-7	S-8	892.87	893.01	29	27	0.52%	12	RCP	
P-9	S-4	S-9	887.16	889.50	33	30	7.76%	21	RCP	
P-53	S-53	S-54	854.22	854.82	59	56	1.07%	18	RCP	
P-54	S-54	S-55	854.82	855.54	72	69	1.05%	18	RCP	
P-55	S-55	S-56	857.63	861.75	103	100	4.14%	15	RCP	
* P-56	S-56	S-57	864.88	866.10	33	30	4.06%	12	TYPE II PAVEMENT STORM	
* P-57	S-57	S-58	868.18	869.25	32	30	3.54%	12	TYPE II PAVEMENT STORM	
P-58	S-56	S-59	864.38	868.80	74	71	6.19%	12	TYPE II PAVEMENT STORM	
P-59	S-56	S-60	865.38	866.62	26	23	5.41%	12	RCP	
P-60	S-55	S-61	858.57	858.67	10	6	1.58%	12	RCP	
P-61	S-55	S-62	858.34	858.54	20	18	1.13%	12	RCP	
Storm Sewer Discharge										
P-50	S-50	S-51	851.93	852.22	60	59	0.50%	19x30	HERCP	
P-51	S-51	S-52	852.22	852.29	15	14	0.50%	24	TYPE II PAVEMENT STORM	
P-52	S-52	S-53	852.29	852.68	79	77	0.50%	24	TYPE II PAVEMENT STORM	
Ridgeway Ave										
* P-6	S-5	S-6	889.61	890.56	27	25	3.87%	15	TYPE II PAVEMENT STORM	
P-10	S-9	S-10	890.50	892.23	31	29	5.96%	12	RCP	
P-11	S-9	S-11	889.75	889.85	11	10	1.00%	18	RCP	

SPECIFIC NOTES:

- [1] STRUCTURE DEPTH LISTED DOES NOT INCLUDE 3' SUMP.
- [2] STRUCTURE DEPTH LISTED DOES NOT INCLUDE 1.5' SUMP. TERRACE INLET TYPE 2 TO BE CONSTRUCTED PER S.D.D. 5.7.12A.

STANDARD NOTES:

- PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS'S.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.

- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.

- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT LAUREN STRIEGL OF CITY ENGINEERING AT (608) 266-4094 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO LSTRIEGL@CITYOFMADISON.COM.

- ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.

REVISED

STORM SEWER SCHEDULE

MELVIN CT AND RIDGEWAY AVE RESURFACING ASSESSMENT DIST. 2021 PROJECT NO. 13177	SHEET NO. U-7
CITY OF MADISON	

PROPOSED STORM REMOVALS

STRUC. NO.	ID NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES
Melvin Ct					
R-1	IN6035-024	18+46.83	RT-13.77	H INLET	
R-2	IN6035-025	18+35.57	RT-14.17	H INLET	
R-53	IN6035-006(1)	10+22.59	LT-20.98	H INLET	
R-54	IN6035-006(2)	10+24.24	LT-24.29	H INLET	
Storm Sewer Discharge					
R-50	AE6035-003	40+17.50	LT-5.78	18-IN RCP AE W/ GATE	
R-51	IN6035-005	40+76.60	LT-16.01	H INLET	
Ridgeway Ave					
R-100	IN6036-011(1)	20+20.27	RT-9.05	H INLET	
R-101	IN6036-011(2)	20+21.53	RT-12.38	H INLET	

PROPOSED STORM PIPE REMOVALS

REMOVAL NO.	REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE SIZE	PIPE TYPE	PAID (Y/N)	NOTES
Melvin Ct							
RP-1	R-1	R-2	11	12	RCP	N	
Storm Sewer Discharge							
RP-50	R-50	R-51	60	18	RCP	N	

PROPOSED ULOS

ULO NO.	STATION	LOCATION (OFFSET)	UTILITY TYPE	DEPTH	NOTES
Melvin Ct					
ULO1	16+58.39	RT-6.26	WATER	-	
ULO2	17+21.30	RT-9.70	WATER	-	
ULO3	11+54.09	RT-6.56	WATER	-	
Storm Sewer Discharge					
ULO4	400+61.28	LT-13.34	ELECTRICAL	-	

SPECIFIC NOTES:

STANDARD NOTES:

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

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- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.

- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS'S.

- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.

- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.

-ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.

- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT LAUREN STRIEGL OF CITY ENGINEERING AT (608) 266-4094 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO LSTRIEGL@CITYOFMADISON.COM.

-ALL REBAR FOR FIELD POUR STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.

REVISED

STORM SEWER SCHEDULE

MELVIN CT AND RIDGEWAY AVE RESURFACING ASSESSMENT DIST. 2021	SHEET NO
PROJECT NO. 13177	U-6
STORM SEWER SCHEDULE	
CITY OF MADISON	

PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
Melvin Ct							
S-0	18+46.77	RT-13.67	4X4 STORM SAS	881.27	876.28	4.99	FP; W/ R-3067-7004V
S-1	18+35.59	RT-14.10	3X3 CATCHBASIN	881.32	876.33	4.99	[1]; W/ R-3067-7004V
S-2	17+95.89	RT-7.06	3X3 STORM SAS	881.53	876.51	5.02	W/ R-1550-0054
S-3	17+29.27	LT-0.20	3X3 STORM SAS	883.59	877.56	6.03	W/ R-1550-0054
S-4	16+24.96	LT-2.40	3X3 STORM SAS	891.82	884.85	6.97	W/ R-1550-0054
S-7	15+64.80	RT-13.90	TYPE "H" INLET	896.85	892.12	4.73	W/ R-3067-7004V
S-8	15+55.44	LT-13.34	TYPE "H" INLET	896.78	893.01	3.77	W/ R-3067-7004V
S-53	10+18.94	LT-21.14	TERRACE INLET TYPE 3	858.30	852.68	5.62	FP; SEE S.D.D. 5.7.12B
S-54	10+78.72	LT-10.23	3X3 CATCHBASIN	859.52	854.82	4.70	[1]; W/ R-1550-0054
S-55	11+50.10	LT-5.99	3X3 STORM SAS	861.46	855.54	5.92	W/ R-1550-0054
S-56	12+52.64	LT-6.69	3X3 STORM SAS	869.08	861.75	7.33	W/ R-1550-0054
S-57	12+67.32	LT-36.61	TYPE "H" INLET	871.51	866.10	5.41	W/ R-3067-7004V
S-58	12+99.50	LT-35.53	TYPE "H" INLET	874.14	869.25	4.89	LP; UD; W/ R-3067-7004VB
S-59	13+26.70	LT-13.36	TYPE "H" INLET	877.40	868.80	8.60	W/ R-3067-7004V
S-60	12+69.63	RT-13.42	TYPE "H" INLET	870.72	866.62	4.10	W/ R-3067-7004V
S-61	11+56.75	LT-13.23	TYPE "H" INLET	862.00	858.67	3.33	W/ R-3067-7004V
S-62	11+56.33	RT-13.43	TYPE "H" INLET	861.87	858.54	3.33	W/ R-3067-7004V
Storm Sewer Discharge							
S-50	40+17.60	LT-5.81	19X30-IN HERCP AE W/ GATE	853.78	851.93	-	
S-51	40+76.40	LT-15.95	TYPE "H" INLET	855.18	852.22	2.96	FP; W/ R-1878-B7G
S-52	40+90.70	LT-10.13	22.5" TYPE II PAVEMENT STORM BEND	854.44	852.29	-	BY PIPE MANUFACTURER
Ridgeway Ave							
S-5	24+12.59	RT-13.50	3X3 STORM SAS	893.88	889.36	4.52	LP; UD; W/ R-3067-7004VB
S-6	24+12.59	LT-13.50	TYPE "H" INLET	895.34	890.56	4.78	LP; UD; W/ R-3067-7004VB
S-9	24+76.19	RT-15.39	3X3 STORM SAS	894.26	889.50	4.76	LP; UD; W/ R-3067-7004VB
S-10	24+76.25	LT-16.06	TYPE "H" INLET	895.52	892.23	3.29	LP; UD; W/ R-3067-7004VB
S-11	24+87.61	RT-15.36	PLUG	891.79	889.85	-	
S-100	20+16.97	RT-12.41	TERRACE INLET TYPE 2	885.84	883.28	2.56	FP; SEE S.D.D. 5.7.12A; [2]

PROPOSED STORM PIPES

PIPE NO.	FROM (DNSTM)	TO (UPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	TYPE	NOTES
Melvin Ct										
P-1	S-0	S-1	876.28	876.33	11	8	0.65%	24	RCP	
P-2	S-1	S-2	876.33	876.51	40	37	0.48%	24	RCP	
P-3	S-2	S-3	877.24	877.56	68	64	0.50%	24	RCP	
P-4	S-3	S-4	878.60	884.85	104	101	6.16%	24	RCP	
P-5	S-4	S-5	888.03	889.36	37	34	3.89%	18	RCP	
P-7	S-6	S-7	891.02	892.12	26	23	4.79%	12	RCP	
P-8	S-7	S-8	892.87	893.01	29	27	0.52%	12	RCP	
P-9	S-4	S-9	887.16	889.50	33	30	7.76%	21	RCP	
P-53	S-53	S-54	854.22	854.82	59	56	1.07%	18	RCP	
P-54	S-54	S-55	854.82	855.54	72	69	1.05%	18	RCP	
P-55	S-55	S-56	857.63	861.75	103	100	4.14%	15	RCP	
P-56	S-56	S-57	864.88	866.10	33	30	4.06%	12	RCP	
P-57	S-57	S-58	868.18	869.25	32	30	3.54%	12	RCP	
P-58	S-56	S-59	864.38	868.80	74	71	6.19%	12	TYPE II PAVEMENT STOR	
P-59	S-56	S-60	865.38	866.62	26	23	5.41%	12	RCP	
P-60	S-55	S-61	858.57	858.67	10	6	1.58%	12	RCP	
P-61	S-55	S-62	858.34	858.54	20	18	1.13%	12	RCP	
Storm Sewer Discharge										
P-50	S-50	S-51	851.93	852.22	60	59	0.50%	19x30	HERCP	
P-51	S-51	S-52	852.22	852.29	15	14	0.50%	24	TYPE II PAVEMENT STOR	
P-52	S-52	S-53	852.29	852.68	79	77	0.50%	24	TYPE II PAVEMENT STOR	
Ridgeway Ave										
P-6	S-5	S-6	889.61	890.56	27	25	3.87%	15	RCP	
P-10	S-9	S-10	890.50	892.23	31	29	5.96%	12	RCP	
P-11	S-9	S-11	889.75	889.85	11	10	1.00%	18	RCP	

SPECIFIC NOTES:

- [1] STRUCTURE DEPTH LISTED DOES NOT INCLUDE 3' SUMP.
- [2] STRUCTURE DEPTH LISTED DOES NOT INCLUDE 1.5' SUMP. TERRACE INLET TYPE 2 TO BE CONSTRUCTED PER S.D.D. 5.7.12A.

STANDARD NOTES:

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- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
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STORM SEWER SCHEDULE

MELVIN CT AND RIDGEWAY AVE RESURFACING ASSESSMENT DIST. 2021	SHEET NO. U-7
PROJECT NO. 13177	
STORM SEWER SCHEDULE	
CITY OF MADISON	

AUG 16, 2021

PROPOSED STORM REMOVALS

STRUC. NO.	ID NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES
<u>Melvin Ct</u>					
R-1	IN6035-024	18+46.83	RT-13.77	H INLET	
R-2	IN6035-025	18+35.57	RT-14.17	H INLET	
R-53	IN6035-006(1)	10+22.59	LT-20.98	H INLET	
R-54	IN6035-006(2)	10+24.24	LT-24.29	H INLET	
<u>Storm Sewer Discharge</u>					
R-50	AE6035-003	40+17.50	LT-5.78	18-IN RCP AE W/ GATE	
R-51	IN6035-005	40+76.60	LT-16.01	H INLET	
<u>Ridgeway Ave</u>					
R-100	IN6036-011(1)	20+20.27	RT-9.05	H INLET	
R-101	IN6036-011(2)	20+21.53	RT-12.38	H INLET	

PROPOSED STORM PIPE REMOVALS

REMOVAL NO.	REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE SIZE	PIPE TYPE	PAID (Y/N)	NOTES
<u>Melvin Ct</u>							
RP-1	R-1	R-2	11	12	RCP	N	
<u>Storm Sewer Discharge</u>							
RP-50	R-50	R-51	60	18	RCP	N	

PROPOSED ULOS

ULO NO.	STATION	LOCATION (OFFSET)	UTILITY TYPE	DEPTH	NOTES
<u>Melvin Ct</u>					
ULO1	16+58.39	RT-6.26	WATER	-	
ULO2	17+21.30	RT-9.70	WATER	-	
ULO3	11+54.09	RT-6.56	WATER	-	
<u>Storm Sewer Discharge</u>					
ULO4	400+61.28	LT-13.34	ELECTRICAL	-	

SPECIFIC NOTES:

STANDARD NOTES:

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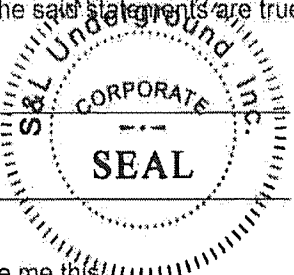
SECTION E: BIDDERS ACKNOWLEDGEMENT

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021
CONTRACT NO. 8567

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.

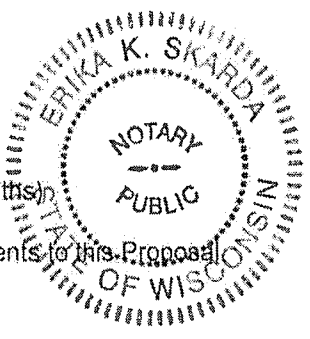
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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 2 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.

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



Sworn and subscribed to before me this 24th day of June, 2021

Erika K. Skarda
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 2-11-2022



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

Contract 8567 – 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

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021
CONTRACT NO. 8567

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: S + L Underground, Inc.

Address: W10440 Cty Rd K Lodi, WI 53555

Telephone Number: 608-592-0625 Fax Number: 608-592-3804

Contact Person/Title: Scott Glaser, Estimator

Prime Bidder Certification

I, Ben Larrabee President of

Name Title

S + L Underground, Inc. certify that the information

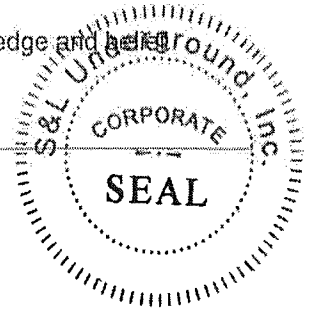
Company

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

Erika Glaser
Witness' Signature

B. J. J.
Bidder's Signature

6/24/2021
Date



**MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021
CONTRACT NO. 8567**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
CA Brumm Trucking	trucking	2.48 %
JR's Const. + Landscaping	landscaping	2.84 %
A.S.T.I. Sawing	sawcutting	0.04 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		<u>5.36</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		_____ % x 0.6 = _____ % (discounted to 60%)
Total Percentage of SBE Utilization:		<u>5.36</u> %

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8567

DATE: 6/24/21

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,140.00	\$4,140.00
10770.0 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS (UNDISTRIBUTED) - EACH	3.00	\$1,143.00	\$3,429.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$34,282.00	\$34,282.00
20101.0 - EXCAVATION CUT - C.Y.	532.00	\$19.00	\$10,108.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	396.00	\$2.50	\$990.00
20219.0 - BREAKER RUN - TON	285.00	\$14.20	\$4,047.00
20221.0 - TOPSOIL - S.Y.	485.00	\$8.50	\$4,122.50
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	87.00	\$3.00	\$261.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	905.00	\$3.50	\$3,167.50
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	1458.00	\$2.50	\$3,645.00
20401.0 - CLEARING - I.D.	76.00	\$39.85	\$3,028.60
20406.0 - GRUBBING - I.D.	76.00	\$39.85	\$3,028.60
20701.0 - TERRACE SEEDING - S.Y.	485.00	\$2.80	\$1,358.00
21063.0 - EROSION MATTING, CLASS I, TYPE A- ORGANIC - S.Y.	485.00	\$3.40	\$1,649.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	894.00	\$37.88	\$33,864.72
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	51.00	\$42.93	\$2,189.43
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	2405.00	\$7.00	\$16,835.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	916.00	\$7.00	\$6,412.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	48.00	\$30.30	\$1,454.40
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	306.00	\$18.30	\$5,599.80
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	375.00	\$17.70	\$6,637.50
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	870.00	\$65.66	\$57,124.20
40218.0 - TACK COAT - GAL	414.00	\$2.78	\$1,150.92
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	50.00	\$37.70	\$1,885.00
40311.0 - PULVERIZE AND SHAPE - S.Y.	3300.00	\$2.90	\$9,570.00
90000.0 - MAINTAIN BIKE PATH ACCESS - LUMP SUM	1.00	\$3,270.00	\$3,270.00
20217.0 - CLEAR STONE - TON	495.00	\$16.30	\$8,068.50
21002.0 - EROSION CONTROL INSPECTION - EACH	3.00	\$525.00	\$1,575.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$775.00	\$775.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	2.00	\$205.00	\$410.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,432.00	\$1,432.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	11.00	\$205.00	\$2,255.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	80.00	\$8.00	\$640.00
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	80.00	\$2.00	\$160.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	2.00	\$160.00	\$320.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	2.00	\$80.00	\$160.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	2.00	\$40.00	\$80.00
21049.0 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	15.00	\$325.00	\$4,875.00
21050.0 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	15.00	\$120.00	\$1,800.00
21051.0 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	15.00	\$60.00	\$900.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	117.00	\$82.60	\$9,664.20
50741.0 - TYPE H INLET - EACH	10.00	\$2,687.00	\$26,870.00
20313.0 - REMOVE INLET - EACH	7.00	\$382.00	\$2,674.00
20336.0 - PIPE PLUG (STORM) - EACH	3.00	\$257.00	\$771.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1002.00	\$0.01	\$10.02
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	26.00	\$105.10	\$2,732.60
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	848.00	\$10.30	\$8,734.40
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	103.00	\$89.60	\$9,228.80

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8567

DATE: 6/24/21

S&L Underground, Inc.

Item	Quantity	Price	Extension
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	180.00	\$92.90	\$16,722.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	33.00	\$87.00	\$2,871.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	223.00	\$95.40	\$21,274.20
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	60.00	\$119.40	\$7,164.00
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	166.00	\$71.70	\$11,902.20
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	27.00	\$77.60	\$2,095.20
50435.0 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	94.00	\$84.00	\$7,896.00
50482.0 - 19 INCH X 30 INCH HERCP AE - EACH	1.00	\$1,300.00	\$1,300.00
50622.0 - 19 INCH X 30 INCH HERCP AE GATE - EACH	1.00	\$728.00	\$728.00
50723.0 - 3'X3' STORM SAS - EACH	7.00	\$4,192.00	\$29,344.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$5,572.00	\$5,572.00
50767.0 - TERRACE INLET TYPE 2 - EACH	1.00	\$7,728.00	\$7,728.00
50768.0 - TERRACE INLET TYPE 3 - EACH	1.00	\$5,330.00	\$5,330.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	7.00	\$612.00	\$4,284.00
50802.0 - CONCRETE SUPPORTS - EACH	2.00	\$1,320.00	\$2,640.00
90030.0 - WATER ADJUSTMENTS (UNDISTRIBUTED) - EACH	2.00	\$4,599.00	\$9,198.00
90031.0 - 22.5o 24-IN TYPE II PAVEMENT STORM BEND - EACH	1.00	\$1,118.00	\$1,118.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	4.00	\$899.00	\$3,596.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	5.10	\$1,270.00	\$6,477.00
20336.0 - PIPE PLUG (SANITARY - UNDISTRIBUTED) - EACH	1.00	\$257.00	\$257.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$472.00	\$1,416.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$758.00	\$758.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	842.00	\$0.01	\$8.42
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	757.00	\$8.80	\$6,661.60
50301.0 - 8 INCH PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	666.00	\$113.00	\$75,258.00
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	176.00	\$56.50	\$9,944.00
50356.0 - RECONNECT - EACH	7.00	\$2,720.00	\$19,040.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$2,609.00	\$2,609.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	16.00	\$81.00	\$1,296.00
50701.0 - 4' DIA. SANITARY SAS - EACH	2.00	\$3,289.00	\$6,578.00
50702.0 - 5' DIA. SANITARY SAS - EACH	1.00	\$5,084.00	\$5,084.00
50783.0 - INSIDE DROP - V.F.	5.60	\$175.00	\$980.00
50791.0 - SANITARY SEWER TAP - EACH	4.00	\$1,384.00	\$5,536.00
50801.0 - UTILITY LINE OPENING (SANITARY) - EACH	2.00	\$400.00	\$800.00
50721.0 - 3'X3' CATCHBASIN - EACH	2.00	\$2,860.00	\$5,720.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	30.00	\$114.00	\$3,420.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	435.00	\$116.00	\$50,460.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	3.00	\$2,137.00	\$6,411.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	3.00	\$2,788.00	\$8,364.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$6,514.00	\$13,028.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	1.00	\$1,600.00	\$1,600.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	5.00	\$1,515.00	\$7,575.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$1,540.00	\$1,540.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$1,675.00	\$1,675.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$2,262.00	\$9,048.00
70090.0 - ABANDON WATER VALVE BOX - EACH	5.00	\$191.00	\$955.00
70101.0 - FURNISH AND INSTALL STYROFOAM - EACH	8.00	\$119.00	\$952.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	8.00	\$217.00	\$1,736.00
70111.0 - FURNISH AND INSTALL ANODE - EACH	3.00	\$240.60	\$721.80
97 Items	Totals		\$704,056.11

SECTION G: BID BOND

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

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

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8587

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.

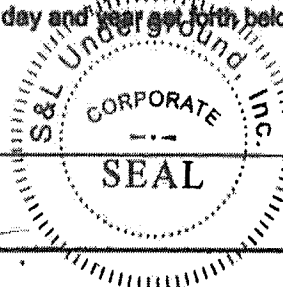
Name of Principal

Ben Larrabee

By

Ben Larrabee, President

Name and Title



6/24/2021

Date

Seal SURETY

Granite Re, Inc.

Name of Surety

Eliot Motu

By

Eliot Motu, Attorney-in-Fact

Name and Title

06/16/2021

Date

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 19354385 for the year 2021, 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.

06/16/2021

Date

Eliot Motu

Agent Signature Eliot Motu

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 22nd day of July in the year Two Thousand and Twenty-One 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 20, 2021**, 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:

MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8567

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 **SEVEN HUNDRED FOUR THOUSAND FIFTY-SIX AND 11/100 (\$704,056.11)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021
CONTRACT NO. 8567**

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 Sleaker 7/28/21
Witness Date

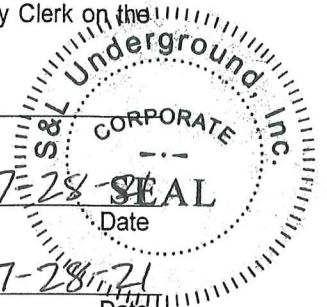
Erika Sleaker 7/28/21
Witness Date

S&L UNDERGROUND, INC.

Company Name

B. J. Zelle 7-28-21
President Date

S. Sawagoe 7-28-21
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

Mehrdad 8/6/21
Finance Director Date

[Signature] 8/10/21
Witness Date

[Signature] 8/2/21
Witness Date

Michael Heas 8/10/2021
City Attorney Date

[Signature] 8/10/21
Mayor Date

Therese Heas For 8/2/21
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **S&L UNDERGROUND, INC.** as principal, and Granite Re, Inc. Company of MN _____ as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SEVEN HUNDRED FOUR THOUSAND FIFTY-SIX AND 11/100 (\$704,056.11)** 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:

**MELVIN COURT AND RIDGEWAY AVENUE RESURFACING ASSESSMENT
DISTRICT - 2021
CONTRACT NO. 8567**

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 22nd day of July, 2021

Countersigned:

Erika Steele

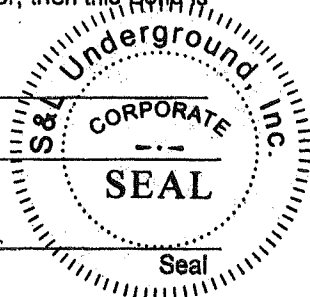
Witness

Danasee

Secretary

S&L UNDERGROUND, INC.
Company Name (Principal)

B. J. Smith
President



Approved as to form:

Michael Heas

City Attorney

Granite Re, Inc.

Surety Seal
 Salary Employee Commission

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

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

07/22/2021

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 MINNESOTA 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; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU 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:

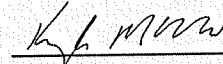
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

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 Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





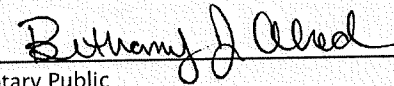
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary 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 Assistant Secretary 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 Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




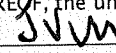



Bethany J. Alred
Notary Public

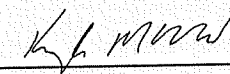
GRANITE RE, INC.
Certificate

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
 day of , 20 





Kyle P. McDonald, Assistant Secretary