

\$1,095,704.13  
FILE

BID OF S&L UNDERGROUND, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018

CONTRACT NO. 8184

MUNIS NO. 11767

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 24, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018  
CONTRACT NO. 8184**

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: lc

## 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:                                | WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018 |
| CONTRACT NO.:                                | 8184  |
| SBE GOAL                                     | 8%  |
| BID BOND                                     | 5%  |
| SBE PRE BID MEETING (1:00 P.M.)              | JUNE 22, 2018   |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | JUNE 21, 2018   |
| BID SUBMISSION (2:00 P.M.)                   | JUNE 28, 2018   |
| BID OPEN (2:30 P.M.)                         | JUNE 28, 2018   |
| PUBLISHED IN WSJ                             | JUNE 14 & 21, 2018                                      |

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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



## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018 CONTRACT NO. 8184

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

#### **SECTION 102.12**      **EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO).**

Equal Benefits are not required. Delete the entire provision.

#### **ARTICLE 104**      **SCOPE OF WORK**

The work under this contract shall include, but is not limited to installation of new sanitary sewer and new water main, and replacement of the asphalt, including earthwork, base preparation, asphalt pavement, and restoration.

The project limits for the work include Prairie Hill Road, from approximately 130' west of S. Pleasant View Road to the east end; South View Road from Prairie Hill Road to the south end, and Prairie Hill Court from Prairie Hill Road to the south end.

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 105.12**      **COOPERATION BY THE CONTRACTOR**

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

The City of Madison is aware of other projects anticipated to be taking place in the vicinity of this project in Summer 2018. Contractor is advised that the CTH M project is ongoing on S. Pleasant View Road, just south of the project location.

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 property owners, mail delivery and garbage/recycling pickup for all properties in the project area. If properties are not going to be accessible for more than 12 hours, the Contractor shall install temporary driveway with culvert (BID ITEM 90032). In locations where deep

excavation limits roadway access, place gravel to temporarily widen the road and maintain continuous access for traffic (included in BID ITEM 20218).

Work under this contract will require coordination with private utility companies & utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process. The Contractor shall coordinate their work to allow access to utility companies to resolve any other conflicts that may arise. Coordinate all crossings of Alliant Energy high voltage facilities (Sta 3+00, and Sta 11+85 and Sta 17+30) with Alliant Energy. Alliant will de-energize the facilities and needs a minimum of 5 business days notice to de-energize. Contractor shall coordinate all work crossing these facilities with Alliant.

Sanitary lateral locations are based upon estimated locations. Property owners may have preferred locations. Sanitary lateral elevations are critical. Any lateral shifts will need to be approved by the Engineer.

The intent of Water Main construction is to not replace any driveways with project. If the Contractor would like to remove a driveway, confirm with Construction Engineer prior to driveway removal.

Contacts for private utilities are:

Alliant Energy - Jeff Nelson, (608) 845-1148, JeffNelson@alliantenergy.com  
MG&E (gas) – Holly Powell, (608) 252-7214 hpowell@mge.com  
TDS – Don Edwards, Farr Technologies (918) 944-0043  
Charter – Tom Payne, (608)574-3331, tom.payne@charter.com

#### **SECTION 107.6      DUST PROOFING**

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

#### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

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

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

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

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

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

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

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles. Notify residents and businesses in writing at least 72 hours prior to restricting access.

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

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

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

Contact Mark Winter, City of Madison Traffic Engineering, at 608-266-6543 for questions on this spec.

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

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of eight 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 City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

## **SECTION 108.2**      **PERMITS**

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

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

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

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

## **SECTION 109.2**      **PROSECUTION OF WORK**

The total time of completion for this contract is **NINETY (90) CALENDAR DAYS**.

**The Contractor may do the work in 2018 and/or 2019.** Any and all cold weather protection shall be incidental to the various items of work, no additional compensation shall be provided for cold weather protection.

If the Contractor chooses to construct the work in 2018, all work except for the upper layer of asphaltic pavement, shall be completed by November 17, 2018. The Contractor may suspend work over the winter of 2018/2019 provided all work in the contract is complete except for the upper layer of asphaltic pavement. The Contractor may choose to construct the final surface paving in 2019. Under this contract option, all contract work shall be complete by June 15, 2019 and within the number of calendar days specified above. Contractor shall note that if he/she elects to work during the later portion of the construction season, any and all cold weather protection, and required ramping of asphalt to SAS structures and driveways, etc. shall be considered incidental and shall not be paid separately.

If the Contractor chooses to construct the work in 2019, work shall begin on or before April 15, 2019 and shall be completed within the number of calendar days specified above.

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

## **ARTICLE 201**      **EXCAVATION CUT**

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein.

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, large stones and boulders, railroad ties, plantings, shrubs, etc. The removal and salvage or disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. Contractor shall salvage items if requested by property owners. Items that are not salvaged shall be disposed of. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

## **BID ITEM 20221 – TOPSOIL**

Topsoil shall be placed a minimum of 6" thick. Contractor shall note that no adjustments have been made to excavation cut quantities to account for topsoil. Where over-excavation is required to place adequate topsoil thickness, over excavation shall be considered to be incidental to Bid Item 20221 – Topsoil.

### **SECTION 210.1(d) STREET SWEEPING**

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove and collect 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. Sweepers used to meet the requirements of this specification shall have the ability to collect debris, and pre-wet the pavement. Pre-wetting may be accomplished by a separate piece of equipment at the contractor's option. Equipment that simply brooms material into the air or directs it toward the terrace without physical collection of material shall not be considered adequate.

### **ARTICLE 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

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

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

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

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

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

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



## **BID ITEM 21301 – REMOVE AND REPLACE MAILBOX**

### **DESCRIPTION**

The mailboxes shall be removed from each driveway and temporarily placed at the southwest end of the project limits. The temporary location will be determined by the City Construction Engineer. Access will be provided to the temporary placement location area at all times. At the end of the project, the contractor shall re-install the mailboxes to their original location or a location determined by the City Construction Engineer. The contractor shall replace the original post and mailbox if any damage occurs.

### **MEETHOD OF MEASUREMENT**

Unless otherwise provided, this work will be measured in the original position of the structures to be removed and replaced, as follows:

1. Remove and Replace Mailbox shall be measured by each completed unit in place.

### **BASIS OF PAYMENT**

Remove and Replace Mailbox shall be paid at the contract price for work as described and measured above including all work, materials, labor, and incidentals.

## **BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28S**

The Contractor shall install asphalt curb, at the locations shown on the plan at the western end of the project or as directed by the Construction Engineer. The asphalt curb shall be considered incidental to this bid item.

## **ARTICLE 500                    SEWER AND SEWER STRUCTURES GENERAL**

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

### **SANITARY SEWER GENERAL**

This project consists of the installation of 1713' of 8" diameter ASTM D3034 SDR-26 and 1050' of sanitary lateral ASTM D3034 SDR-26. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All 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.

With this sewer main being new construction, sewer lateral wyes are considered to be part of the sewer main. Sanitary sewer lateral connections to the new sewer main will not be paid for as a reconnect. Sewer lateral connections to new sanitary sewer access structures will be incidental to the installation of the structure and will not be paid as a Sanitary Sewer Tap.

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.

All of the properties in this subdivision are currently on septic systems with the majority being located behind the homes.

## **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 120 feet of replacement 18" diameter reinforced concrete pipe (RCP). Setting the culverts at existing invert elevations shall be considered part of the work required.

### **BID ITEM 50352 – 6" SANITARY SEWER LATERAL (SDR 26) PIPE**

Sewer lateral length will be the entire length of the sewer lateral. The wye connection to the sewer main is considered part of the sewer main. For properties that require risers, they shall be built in conformance with SDD 5.3.1 and paid for as lateral length and all required fittings.

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

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

### **BID ITEM 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 long.

## **SECTION 701                    PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The Water Utility designer for the project is Adam Wiederhoeft, PE. He may be contacted at (608) 266-9121 or [awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org). Amanda Schockling may also be contacted at (608) 261-9243 or [aschockling@madisonwater.org](mailto:aschockling@madisonwater.org).

The proposed water system improvements in this Contract include furnishing and installing approximately 1,120-feet of new 12-inch diameter, and 700-feet of 6-8-inch diameter ductile iron water mains and associated valves, hydrants, including new service laterals on Prairie Hill Rd, Prairie Hill Ct and South View Rd in the Westview Hills Subdivision (see Sheets W-1 to W-6).

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

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

## **SECTION 702                    MATERIALS**

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

### **SECTION 702.4.1                MECHANICAL JOINT FITTINGS**

Use of light body mechanical joint fittings will be permitted for water main installations on in this Contract. Mechanical joint fittings are to conform to the requirements of American National Standard for Ductile Iron Compact Fittings, 3-inch through 64-inch for Water (ANSI/AWWA C153/A21.53-11 - latest revision).

**SECTION 703****CONSTRUCTION METHODS**

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

**WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:**

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

**BID ITEM 70050 FURNISH AND INSTALL 1-INCH SERVICE LATERALS**

Coordinate with each customer when locating and scheduling each service lateral installation.

Ensure that each affected customer is aware of what method of installation has been selected, the anticipated impact to the property, the anticipated duration of disturbance, and the methods of restoration. Restoration to accommodate lateral installations is considered incidental to the work.

Make all reasonable accommodations to minimize impact to the customer's property and schedules.

**BID ITEM 90030 – REMOVE AND RESTORE DRIVEWAY WITH CULVERTS (DRIVEWAY AND CULVERTS IN KIND)****DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary to remove and replace each of the driveways encountered while installing the proposed sanitary sewer main. It is very important that driveway access is maintained throughout construction and at the end of each work day. The maximum length of time that driveway access may be closed is 12 hours. If the existing driveway is concrete, the Contractor shall install temporary driveways with culverts (see Bid Item 90032). After construction, driveways shall be restored to their original condition. The driveway and driveway culverts shall be the same type as what is there prior to construction. All work shall be completed in conformance of the City of Madison Standard Specifications for Public Works Construction- Latest Edition.

**METHOD OF MEASUREMENT**

REMOVE AND RESTORE DRIVEWAY WITH CULVERT (DRIVEWAY AND CULVERT IN KIND) shall be measured as each completed unit.

**BASIS OF PAYMENT**

REMOVE AND RESTORE DRIVEWAY WITH CULVERT (DRIVEWAY AND CULVERT IN KIND) shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description.

**BID ITEM 90031 – REMOVE CLEANOUT**

**DESCRIPTION**

Work under this item shall include the removal of existing sanitary sewer cleanout as shown on the plan set. Incidental to this bid item shall be the disposal of the cleanout at a location off site by the Contractor. Abandonment.

This work shall be completed in accordance with Article 203.2 of the City of Madison Standard Specifications for Public Works Construction.

**METHOD OF MEASUREMENT**

REMOVE CLEANOUT shall be measured as each completed unit.

**BASIS OF PAYMENT**

REMOVE CLEANOUT shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work set forth in the description.

**BID ITEM 90032 –INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary to construct temporary driveways to maintain access to properties while installing the proposed sanitary sewer main. After construction, The temporary driveways shall be removed and they will need to be restored to original condition with topsoil, seed and mulch. Crushed stone shall be considered incidental to this bid item, also with culverts and any maintenance necessary to keep the temporary driveway is drivable condition. Culverts for temporary shall match the diameter of the culvert of the driveway temporarily being relocated and provide adequate drainage during the construction process.

Due to the deep excavation on Prairie Hill Road, Prairie Hill Court, and S. View Road, temporary driveways are anticipated to be needed at the following locations: STA 7+70, 8502 Prairie Hill Road; STA 8+00, 8433 Prairie Hill Road; STA 10+15 Prairie Hill Road (2 Prairie Hill Court); STA 13+00 Prairie Hill Road (1 Prairie Hill Court); STA 16+75, 1009 S. View Road.

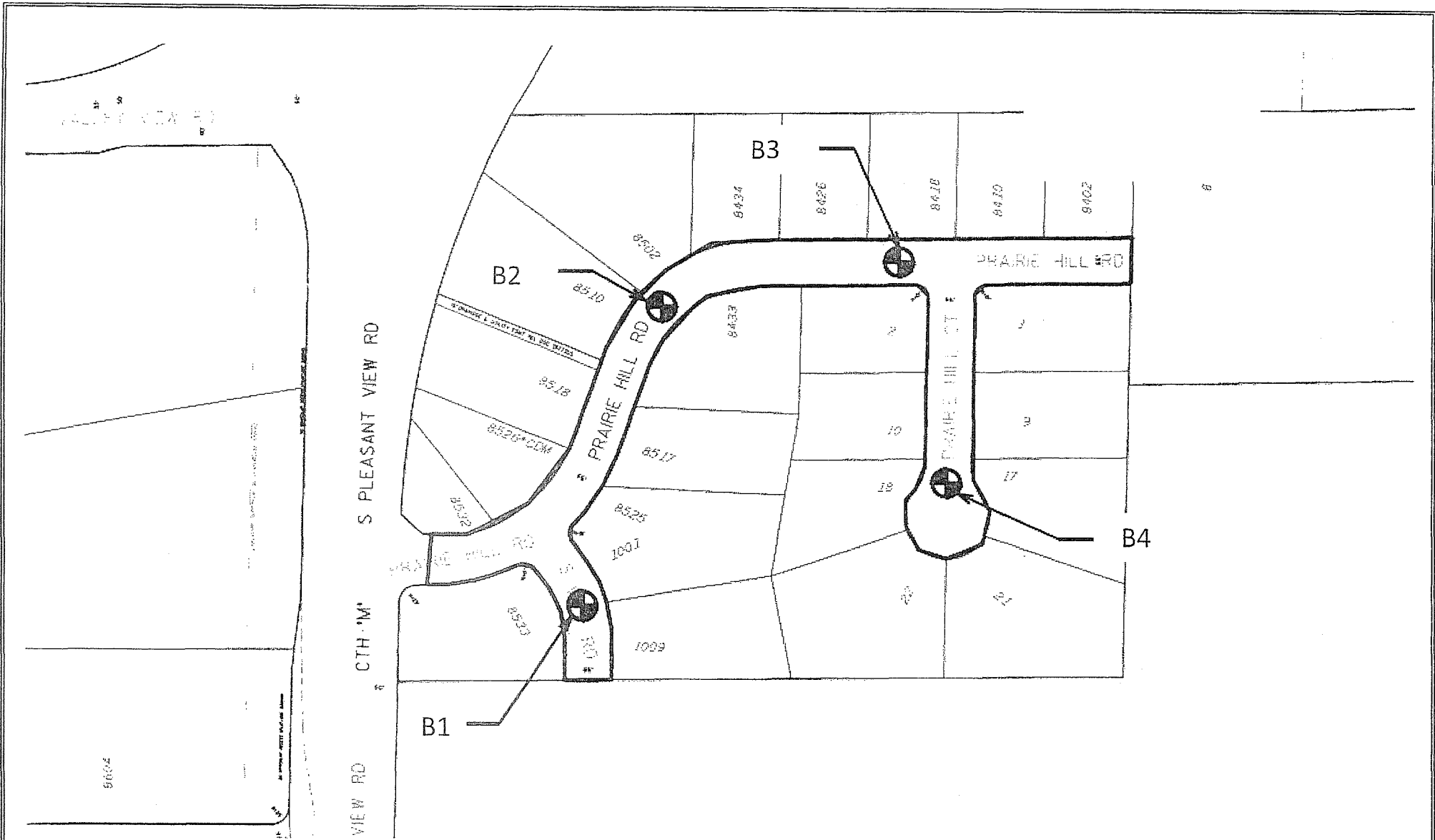
This item shall also be utilized if it coordination of driveway closure cannot be done.

**METHOD OF MEASUREMENT**

INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH CULVERT shall be measured as each completed unit.

**BASIS OF PAYMENT**

INSTALL AND REMOVE TEMPORARY DRIVEWAY CULVERT shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials labor and incidentals required to complete the work set forth in the description.



**Legend**

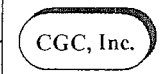
 Denotes Boring Location

**Notes**

1. Soil borings performed by Badger State Drilling in April 2018
2. Boring locations are approximate.



Scale: Reduced

|                     |   |   |
|---------------------|---|---|
| Date:<br>4/2018     |  | <b>Soil Boring Location Plan</b><br><b>Prairie Hill Road Area</b><br><b>Madison, WI</b> |
| Job No.<br>C18051-5 |   |   |

# LOG OF TEST BORING



Project Prarie Hill Road Area  
 South View: 135'S of Prairie Hill, 5'W of Centerline  
 Location Madison, WI

Boring No. B-1  
 Surface Elevation (ft) 1112'±  
 Job No. C18051-5  
 Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks  | SOIL PROPERTIES     |   |    |    |    |
|--------|--------------|-------|----|---------------|---|---------------------|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |   | qu<br>(qa)<br>(tsf) | W | LL | PL | LI |
|        |              |       |    |               | 3 in. Asphalt Pavement/4 in. Base Course  |                     |   |    |    |    |
| 1      | 18           | M     | 34 |               | Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) |                     |   |    |    |    |
| 2      | 14           | M     | 29 |               |   |                     |   |    |    |    |
| 3      | 18           | M     | 45 |               |   |                     |   |    |    |    |
| 4      | 16           | M     | 40 |               |   |                     |   |    |    |    |
| 5      | 18           | M     | 26 |               |   |                     |   |    |    |    |
|        |              |       |    | 15            | End Boring at 15 ft   |                     |   |    |    |    |
|        |              |       |    |               | Borehole backfilled with bentonite chips and asphalt patch  |                     |   |    |    |    |
|        |              |       |    |               | (N 43° 02.633', W 89° 31.894')  |                     |   |    |    |    |
|        |              |       |    | 20            |   |                     |   |    |    |    |
|        |              |       |    | 25            |   |                     |   |    |    |    |

| WATER LEVEL OBSERVATIONS  | GENERAL NOTES   |
|---|---|
| While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____<br>Time After Drilling _____<br>Depth to Water _____<br>Depth to Cave in _____ | Start <u>4/11/18</u> End <u>4/11/18</u><br>Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u><br>Logger <u>KD</u> Editor <u>ESF</u><br>Drill Method <u>2.25 HSA; Autohammer</u> |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual.   |   |



# LOG OF TEST BORING

Project Prarie Hill Road Area  
Prairie Hill: 370'NW of South View  
 Location Madison, WI

Boring No. B-2  
 Surface Elevation (ft) 1119'±  
 Job No. C18051-5  
 Sheet 1 of 1

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

| SAMPLE |              |       |       |               | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES  |        |    |    |    |
|--------|--------------|-------|-------|---------------|--------------------------------------|--|--------|----|----|----|
| No.    | Rec<br>(in.) | Moist | N     | Depth<br>(ft) |                                      | qu<br>(qa)<br>(tsf)  | W      | LL | PL | LI |
|        |              |       |       |               | X                                    | 3.5 in. Asphalt Pavement/6 in. Base Course   |        |    |    |    |
| 1      | 8            | M     | 11    |               | □                                    | FILL: Very Stiff, Dark Brown Clay with Trace Sand and Gravel   | (3.5)  |    |    |    |
| 2      | 10           | M     | 7     |               | ▨                                    | Medium Stiff, Brown Lean CLAY, Some Sand (CL - Possible Fill)  | (0.75) |    |    |    |
| 3      | 16           | M     | 24    | 5             | ▩                                    | Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)   |        |    |    |    |
| 4      | 18           | M     | 39    | 10            | ▩                                    |  |        |    |    |    |
| 5      | 18           | M     | 43    | 15            | ▩                                    |  |        |    |    |    |
| 6      | 3            | M     | 50/3" | 20            | ▩                                    | End Boring at 19 ft due to auger refusal on presumed bedrock, or possible cobble/boulder<br><br>Borehole backfilled with bentonite chips and asphalt patch<br><br>(N 43° 02.708', W 89° 31.867') |        |    |    |    |
|        |              |       |       | 25            | ▩                                    |  |        |    |    |    |

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 4/11/18 End 4/11/18  
 Driller BSD Chief MC Rig CME-55  
 Logger KD 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 Prarie Hill Road Area  
 Prairie Hill: 60'W of Prairie Hill Ct, 5'S of Centerline  
 Location Madison, WI

Boring No. B-3  
 Surface Elevation (ft) 1142'±  
 Job No. C18051-5  
 Sheet 1 of 1

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

| SAMPLE |              |       |       |               | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES  |   |    |    |    |
|--------|--------------|-------|-------|---------------|--------------------------------------|--|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N     | Depth<br>(ft) |                                      | qu<br>(qa)<br>(tsf)  | W | LL | PL | LI |
|        |              |       |       |               | X                                    | 2.5 in. Asphalt Pavement/4 in. Base Course   |   |    |    |    |
| 1      | 14           | M     | 11    |               | [Pattern]                            | FILL: Medium Dense, Brown Fine to Medium Silty SAND with Clay and Gravel                           |   |    |    |    |
| 2      | 10           | M     | 28    | 5             | [Pattern]                            | Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) |   |    |    |    |
| 3      | 14           | M     | 18    |               | [Pattern]                            |  |   |    |    |    |
| 4      | 12           | M     | 38    | 10            | [Pattern]                            | Apparent Weathered to Competent, Sandy Dolomitic Limestone Bedrock                                 |   |    |    |    |
|        |              |       |       |               | [Pattern]                            | Rough Drilling Noted Beginning Near 10.5 ft  |   |    |    |    |
| 5      | 0            |       | 50/0" | 15            | [Pattern]                            | End Boring at 13.5 ft due to auger refusal on competent bedrock                                    |   |    |    |    |
|        |              |       |       |               | [Pattern]                            | Borehole backfilled with bentonite chips and asphalt patch<br><br>(N 43° 02.721', W 89° 31.786')   |   |    |    |    |
|        |              |       |       | 20            | [Pattern]                            |  |   |    |    |    |
|        |              |       |       | 25            | [Pattern]                            |  |   |    |    |    |

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 4/11/18 End 4/11/18  
 Driller BSD Chief MC Rig CME-55  
 Logger KD 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 Prarie Hill Road Area  
 Prairie Hill Ct: 340'S of Prairie Hill, 5'W of Centerline  
 Location Madison, WI

Boring No. B-4  
 Surface Elevation (ft) 1159'±  
 Job No. C18051-5  
 Sheet 1 of 1

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

| SAMPLE |              |       |    |               | VISUAL CLASSIFICATION<br>and Remarks | SOIL PROPERTIES  |   |    |    |    |
|--------|--------------|-------|----|---------------|--------------------------------------|--|---|----|----|----|
| No.    | Rec<br>(in.) | Moist | N  | Depth<br>(ft) |                                      | qu<br>(qa)<br>(tsf)  | W | LL | PL | LI |
|        |              |       |    | 0             | X                                    | 3 in. Asphalt Pavement/6 in. Base Course   |   |    |    |    |
| 1      | 10           | M     | 11 | 1             | █                                    | FILL: Very Stiff, Brown Clay with Sand and Gravel to 3 ft  |   |    |    |    |
| 2      | 10           | M     | 13 | 3             | █                                    | Medium Dense, Brown Fine to Medium Clayey SAND with Gravel to 5 ft   |   |    |    |    |
| 3      | 18           | M     | 30 | 5             | █                                    | Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) |   |    |    |    |
| 4      | 14           | M     | 69 | 10            | █                                    |  |   |    |    |    |
| 5      | 18           | M     | 14 | 15            | █                                    |  |   |    |    |    |
|        |              |       |    | 15            |                                      | End Boring at 15 ft  |   |    |    |    |
|        |              |       |    | 20            |                                      | Borehole backfilled with bentonite chips and asphalt patch   |   |    |    |    |
|        |              |       |    | 25            |                                      | (N 43° 02.665', W 89° 31.778')   |   |    |    |    |

| WATER LEVEL OBSERVATIONS  | GENERAL NOTES   |
|---|---|
| While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____<br>Time After Drilling _____<br>Depth to Water _____<br>Depth to Cave in _____ | Start <u>4/11/18</u> End <u>4/11/18</u><br>Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u><br>Logger <u>KD</u> Editor <u>ESF</u><br>Drill Method <u>2.25 HSA; Autohammer</u> |
| The stratification lines represent the approximate boundary between soil types and the transition may be gradual.   |   |





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

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

**Assistant City Engineer**

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

**Principal Engineer 2**

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

**Principal Engineer 1**

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

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager  
Bryan Cooper, Principal Architect

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

June 26, 2018

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 8184

Westview Hills Sewer and Water Assessment District 2018

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

**PROPOSAL:**

The following bid items have been changed. Please download the current proposal on <http://www.bidexpress.com>.

| Action | Bid Item | Description                                 | Units |
|--------|----------|---|-------|
| CHANGE | 21063    | EROSION MATTING, CLASS I, TYPE A - ORGANIC  | S.Y.  |
| CHANGE | 21073    | EROSION MATTING, CLASS II, TYPE C - ORGANIC | S.Y.  |
| CHANGE | 20401    | CLEARING UNDISTRIBUTED                      | ID    |
| CHANGE | 20406    | GRUBBING UNDISTRIBUTED                      | ID    |
| CHANGE | 20221    | TOPSOIL                                     | SY    |
| CHANGE | 20701    | TERRACE SEEDING                             | SY    |
| ADD    | 90033    | PRUNE TREE                                  | EACH  |

**PLAN SET**

**REMOVE AND REPLACE PLAN SHEETS U-1, U-2, U-3, U-4, & U-5.**

**SPECIAL PROVISIONS:**

**INSERT SENTENCE TO BID ITEM 900300 REMOVE AND RESTORE DRIVEWAY WITH CULVERTS (DRIVEWAY AND CULVERTS IN KIND)**

**UNDER DESCRIPTION**

The stone around the driveway culverts shall be removed and replaced by the contractor in kind. The disturbance limits on the plan set show which driveways are anticipated for removal and replacement. If additional driveways with culverts require removal for the purposes of construction, it must be agreed upon with Construction Engineer.

**BID ITEM**

**INSERT**

**BID ITEM 90033 – PRUNE TREE**

**DESCRIPTION**

This bid item includes all work, materials, labor, equipment and incidentals necessary to prune existing trees as needed to perform the work under this contract without causing damage to the existing trees. There are several trees within the project limits that potentially have limbs hanging out into the work zone; however, due to the location of the tree on private property, City Forestry is unable to perform the pruning prior to construction.

Prior to performing any pruning, the Contractor shall first verify with the Engineer that pruning is necessary. All pruning work shall be performed in accordance with the City of Madison Standard Specifications Section 209.4(e) and Standard Detail Drawing 2.05. The Contractor shall limit the pruning to only what is absolutely necessary to perform the work under this contract, but the amount of pruning should be sufficient so that no limbs are damaged while performing the work. The pruning on any tree shall be limited to a maximum height of 14 ft. The Contractor shall have a certified arborist on site while performing any tree pruning, and the arborist shall direct the pruning activities.

The Contractor shall also note that some species of trees may not be pruned at the time of year that this work is to take place. If the Contractor encounters any of these types of trees, work shall be performed around the tree without any pruning.

**METHOD OF MEASUREMENT**

Prune Tree shall be measured by each tree acceptably pruned.

**BASIS OF PAYMENT**

This item, measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for furnishing all material, labor, tools, equipment, and incidentals necessary to complete this item of work.

-----  
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:

June 26, 2018

Page 3

<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.

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is stylized with large, flowing loops.

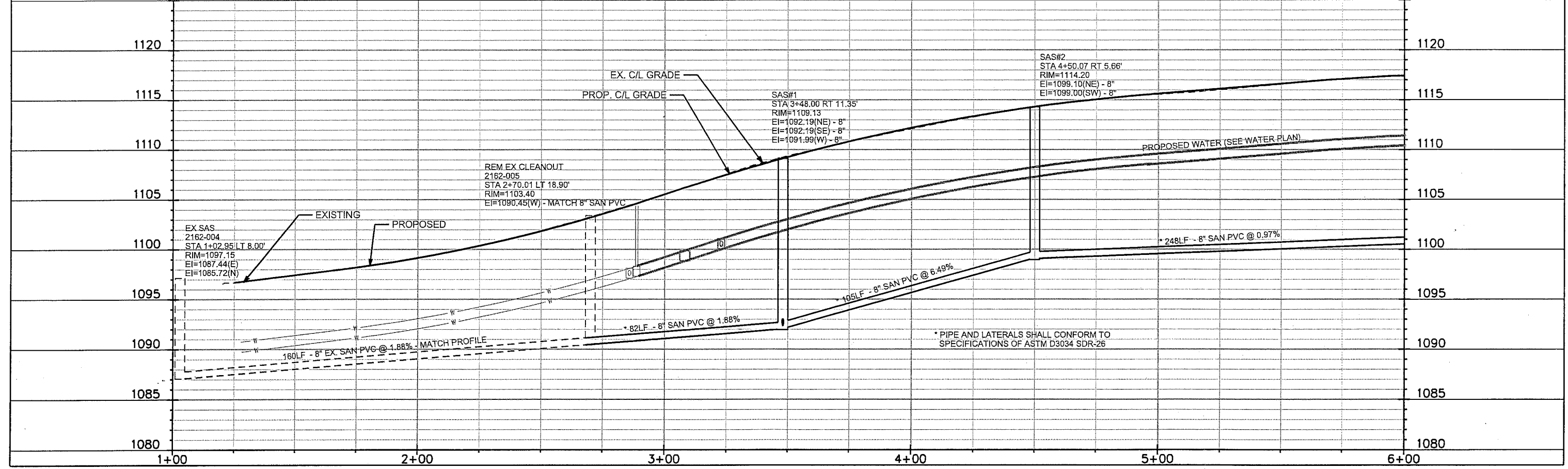
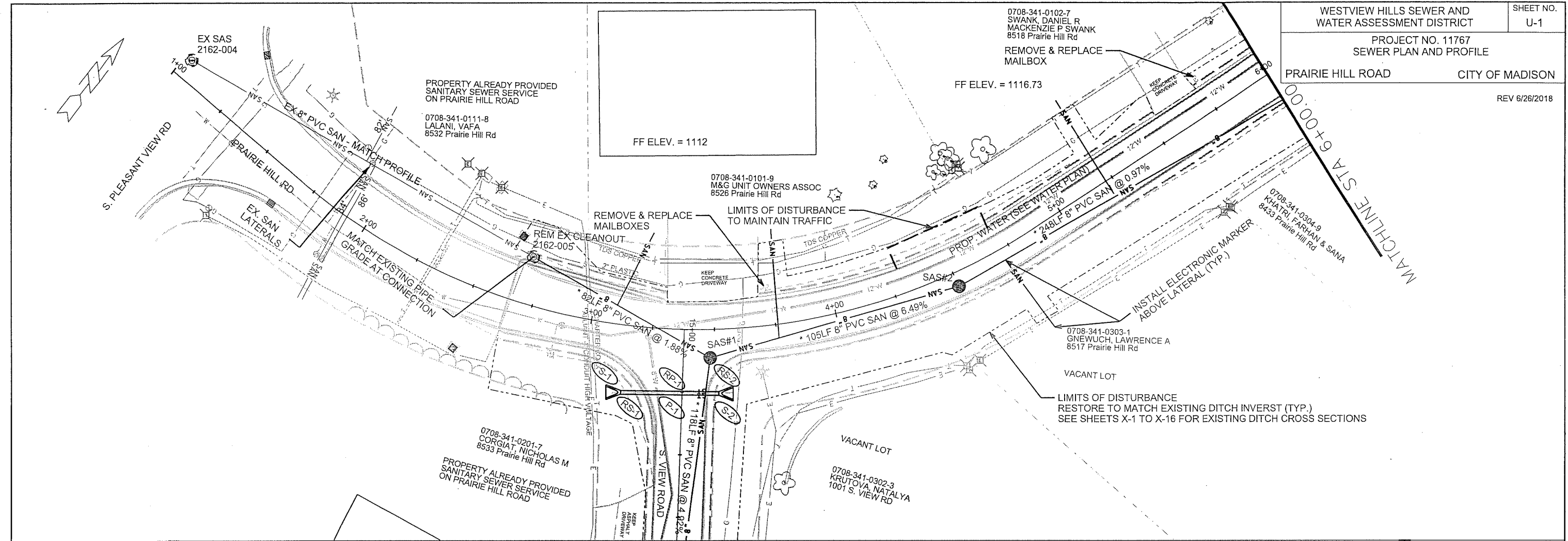
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Robert F. Phillips, P.E., City Engineer

RFP:lrc



REVISED



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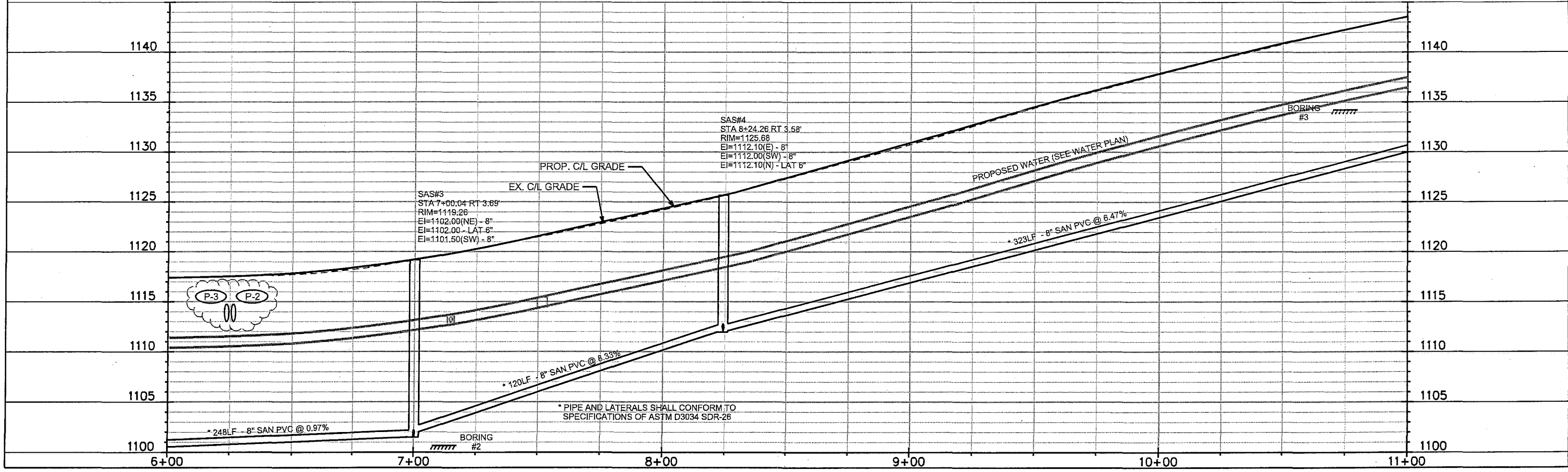
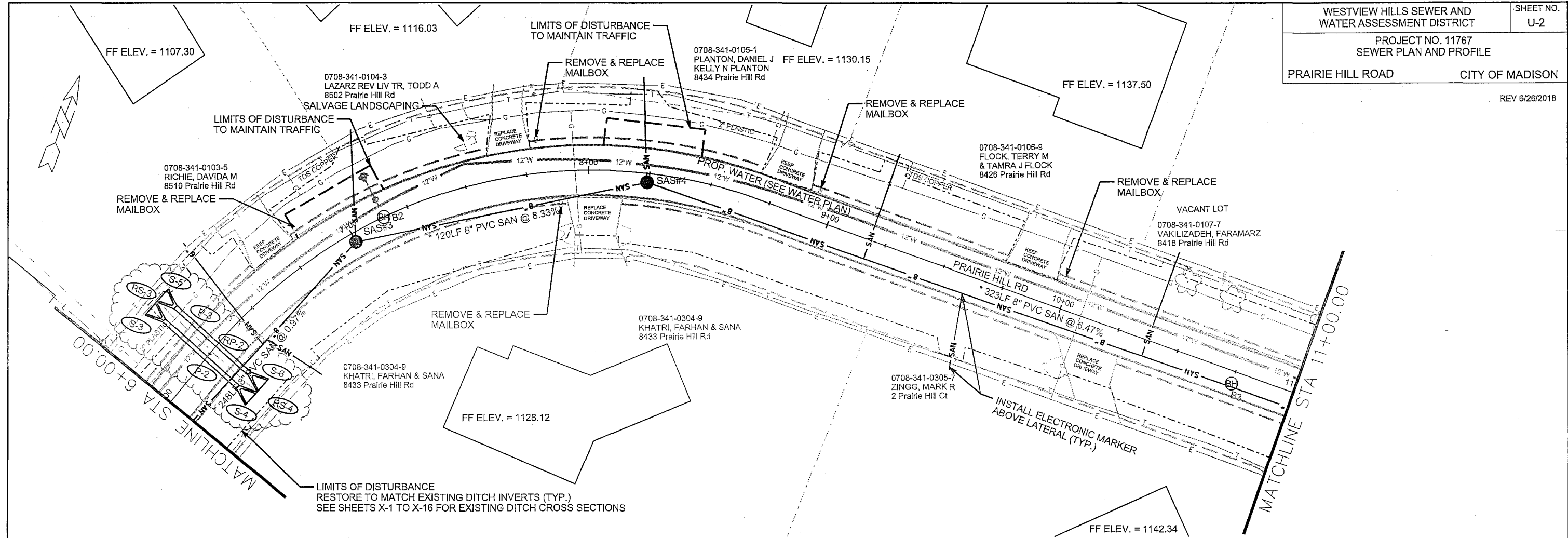
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REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

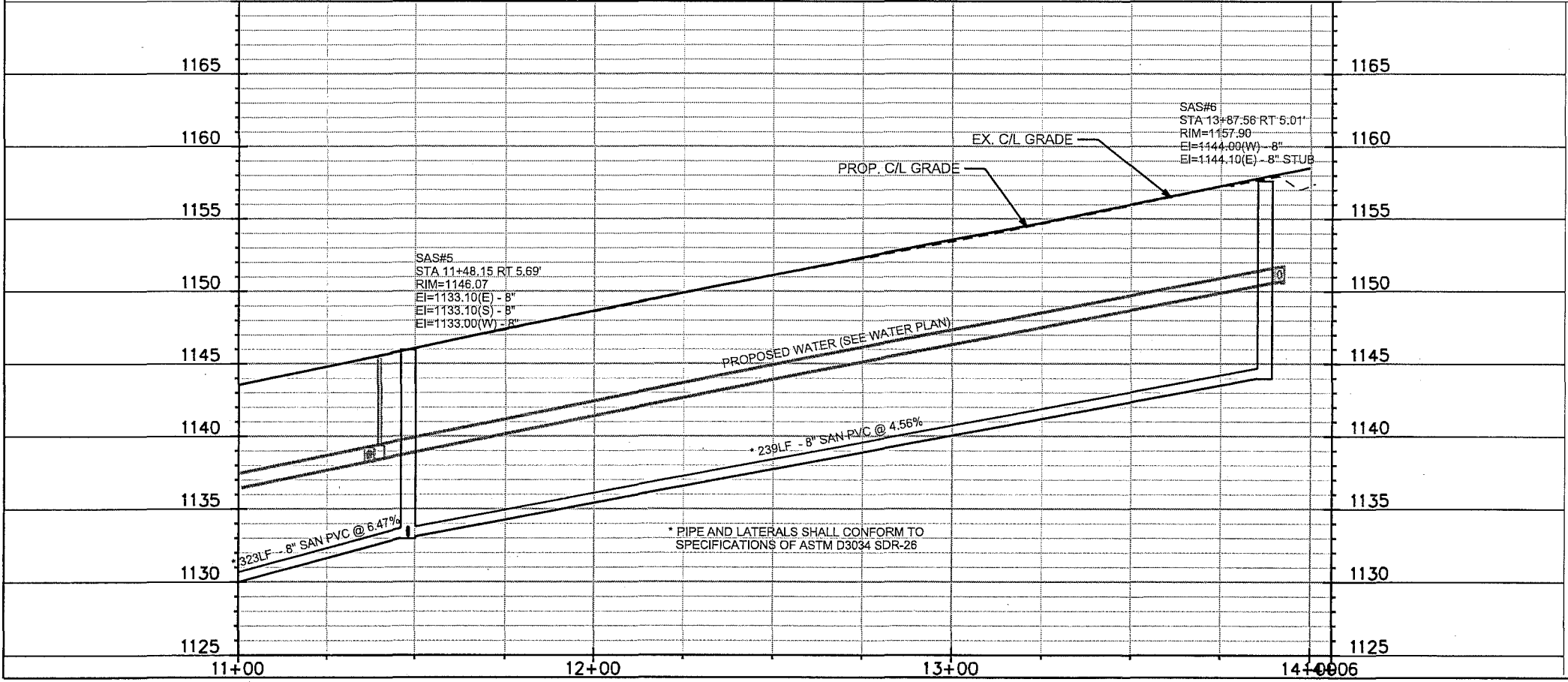
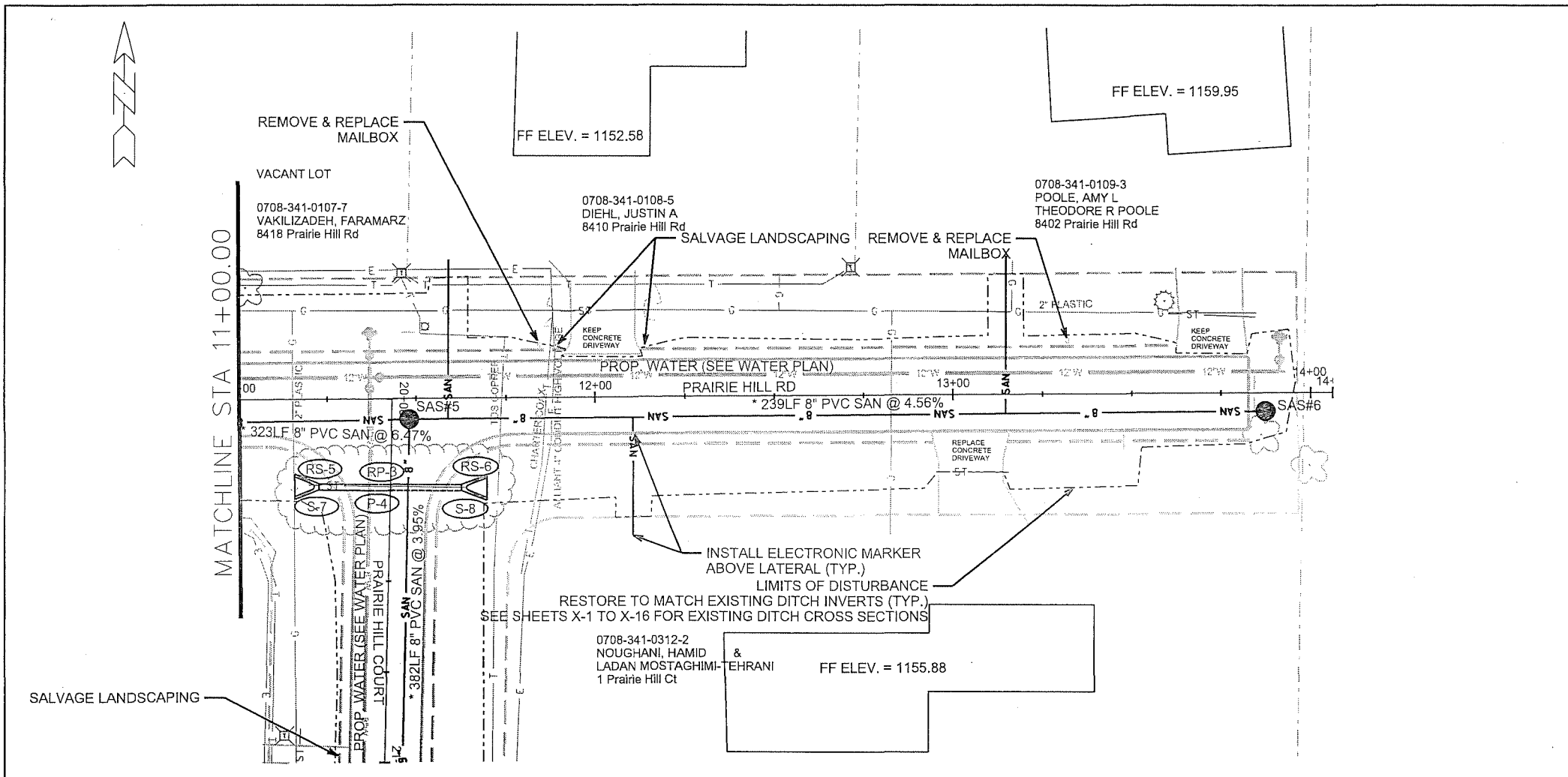


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 ORIGINATOR: CITY OF MADISON, STREETS DIVISION

REVISED



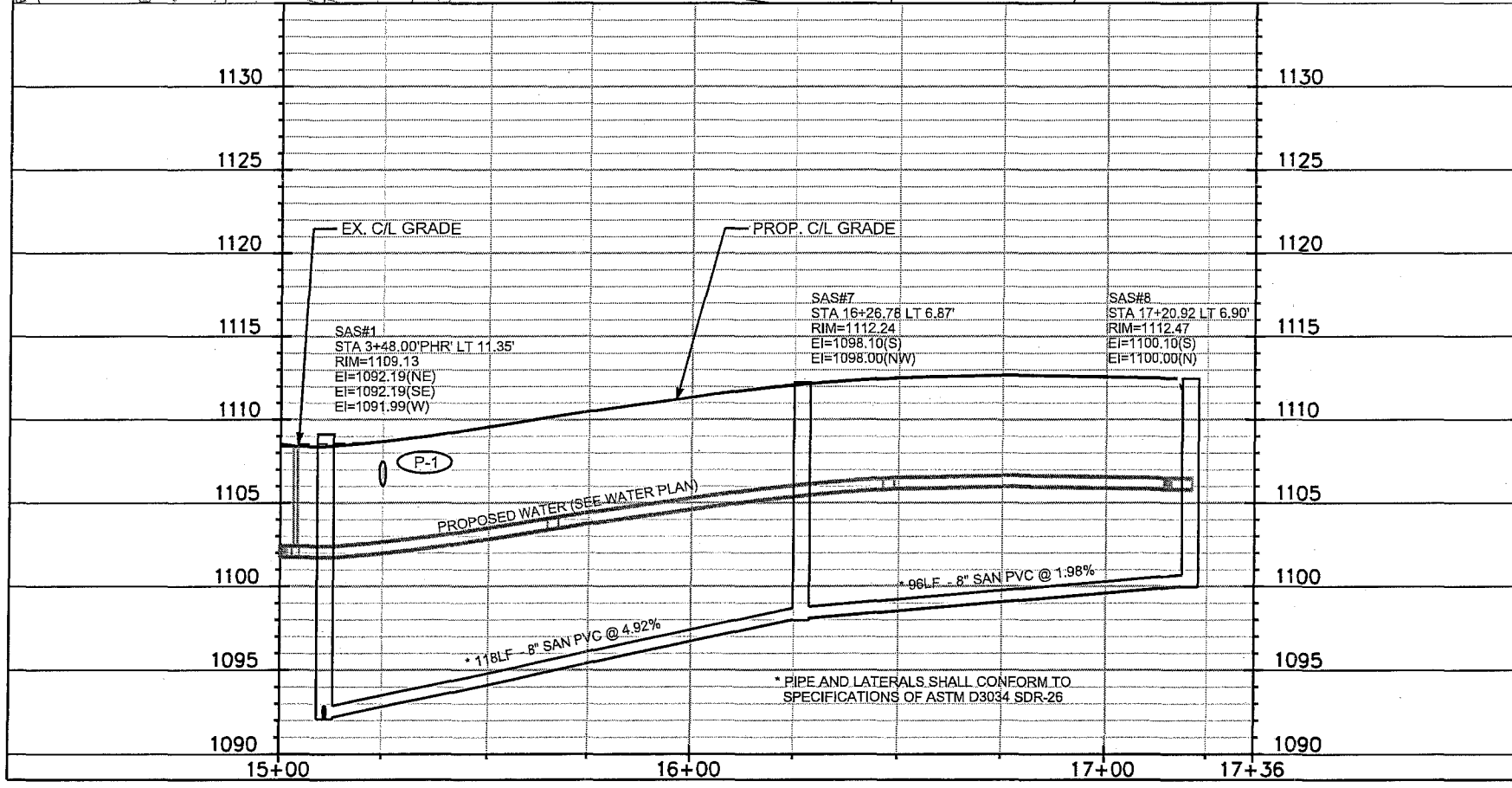
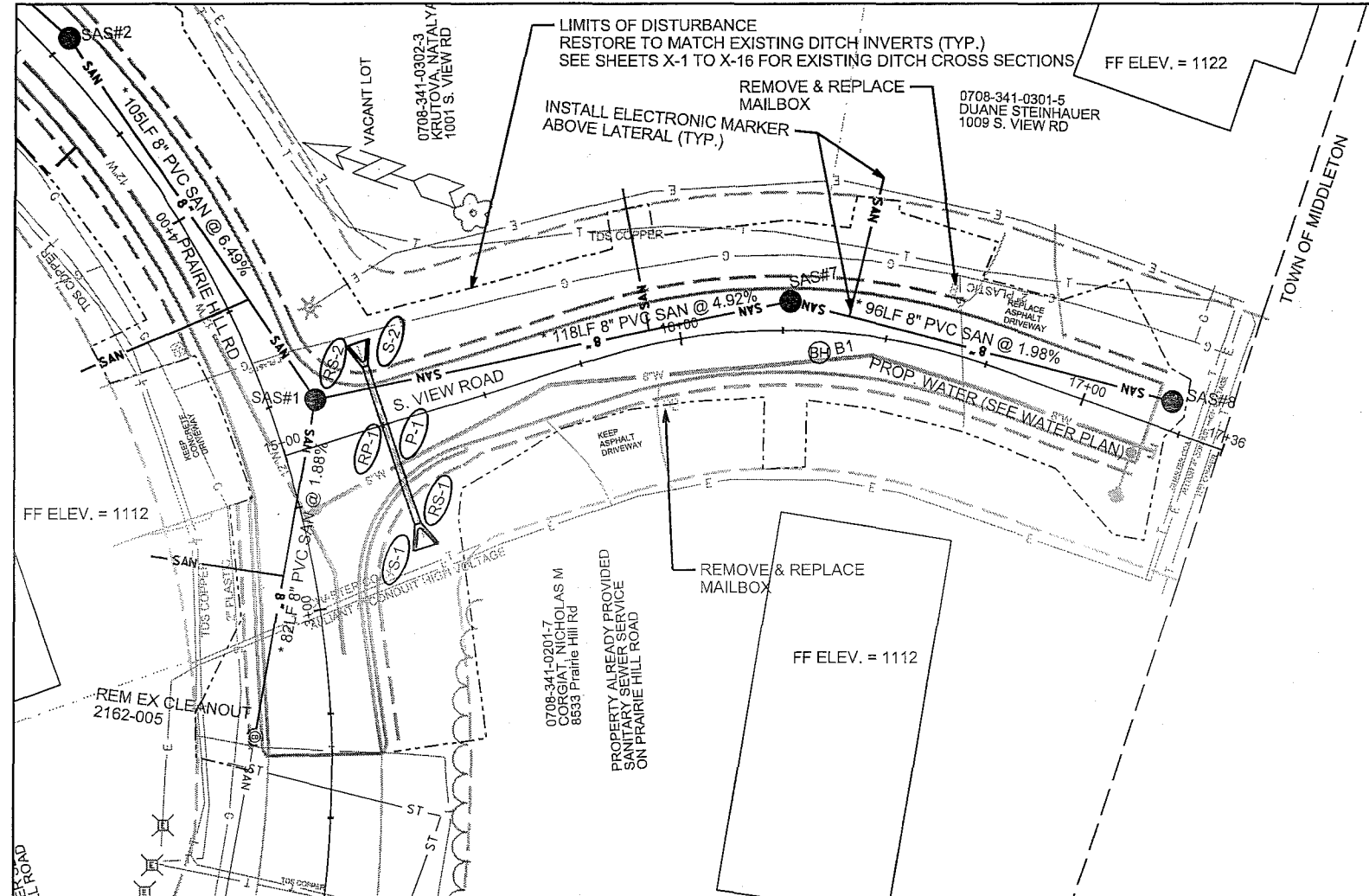
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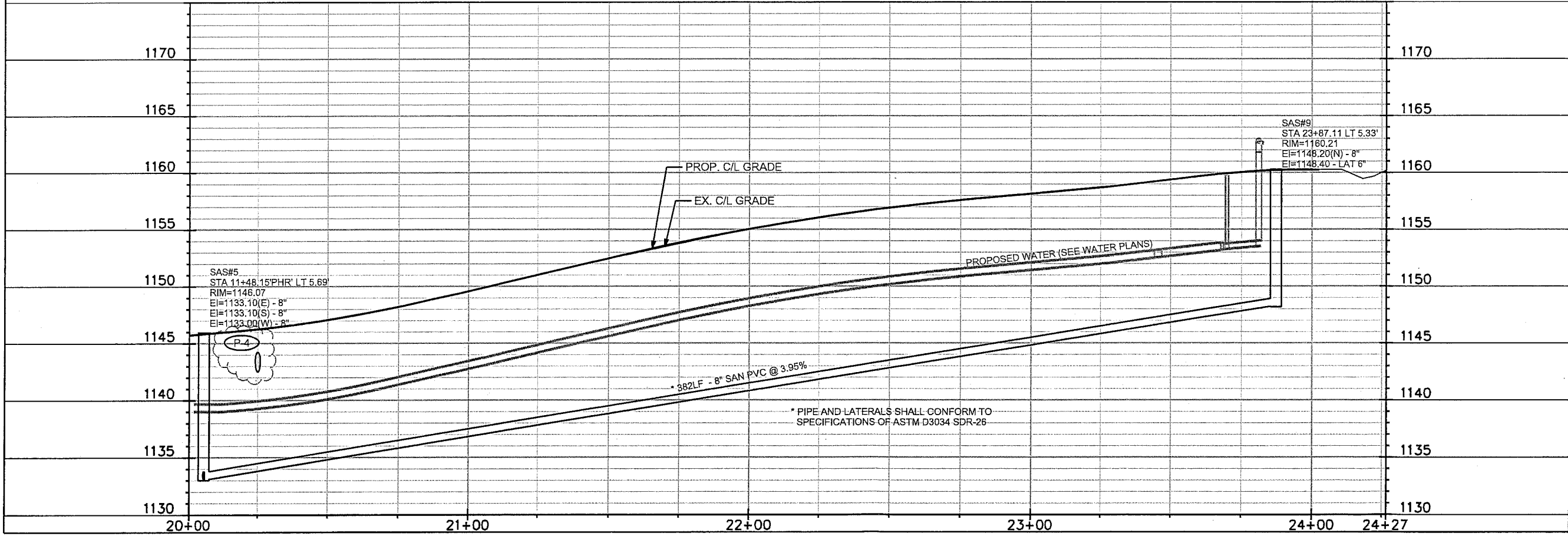
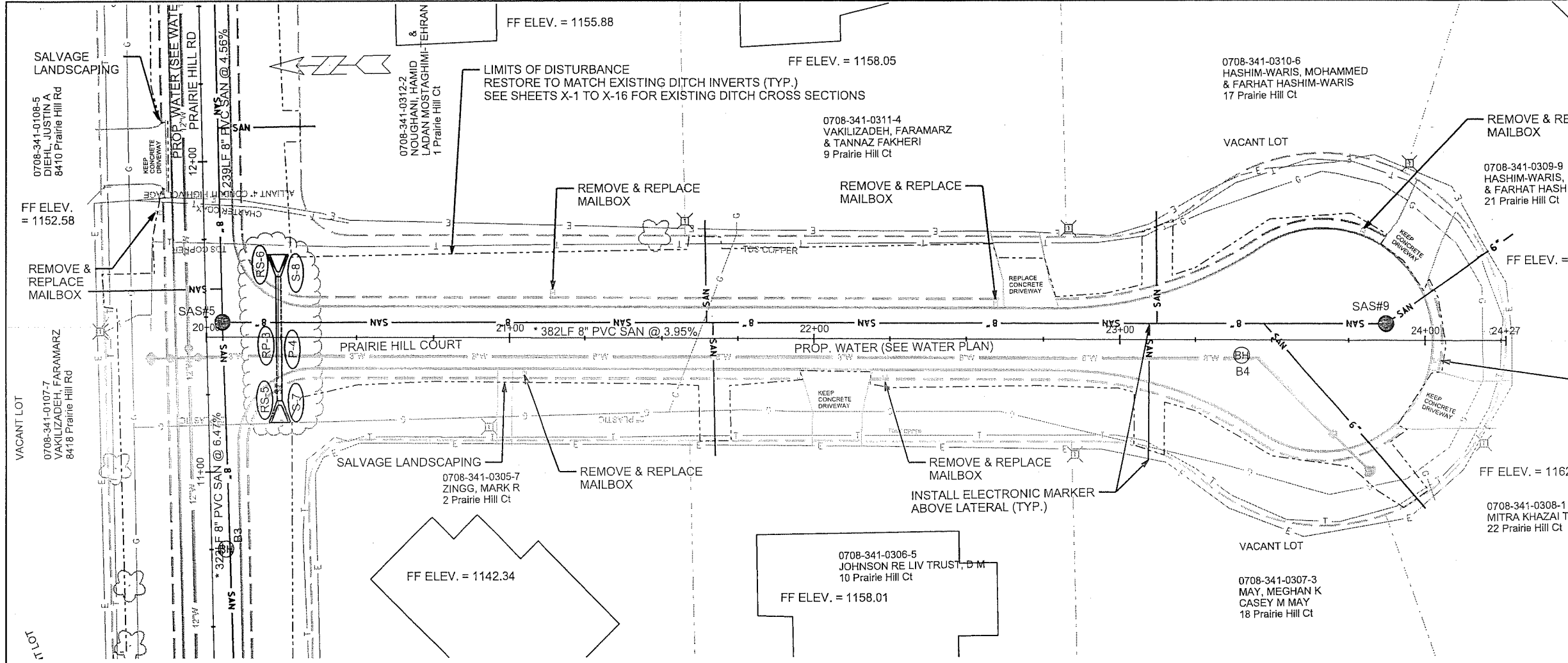
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REVISED



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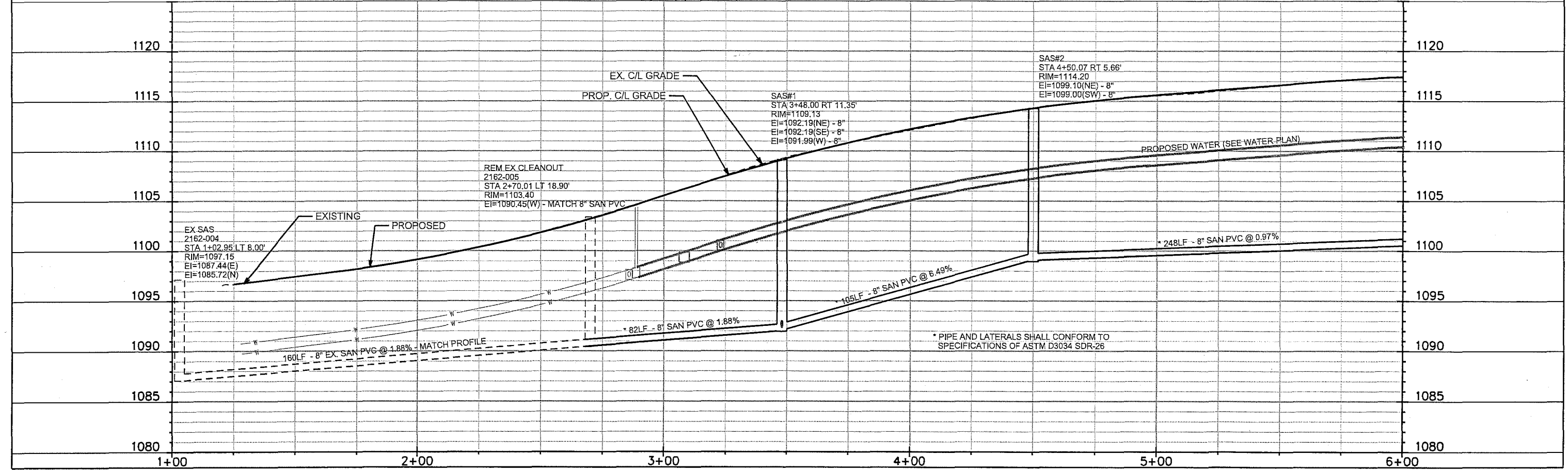
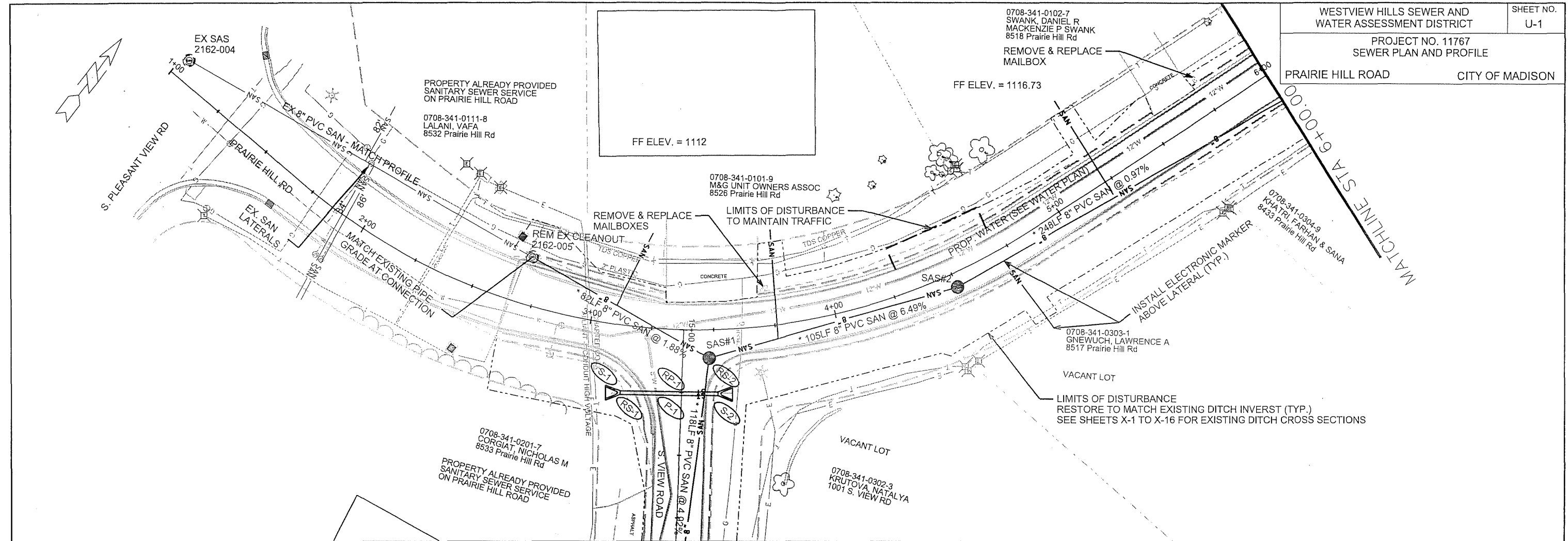
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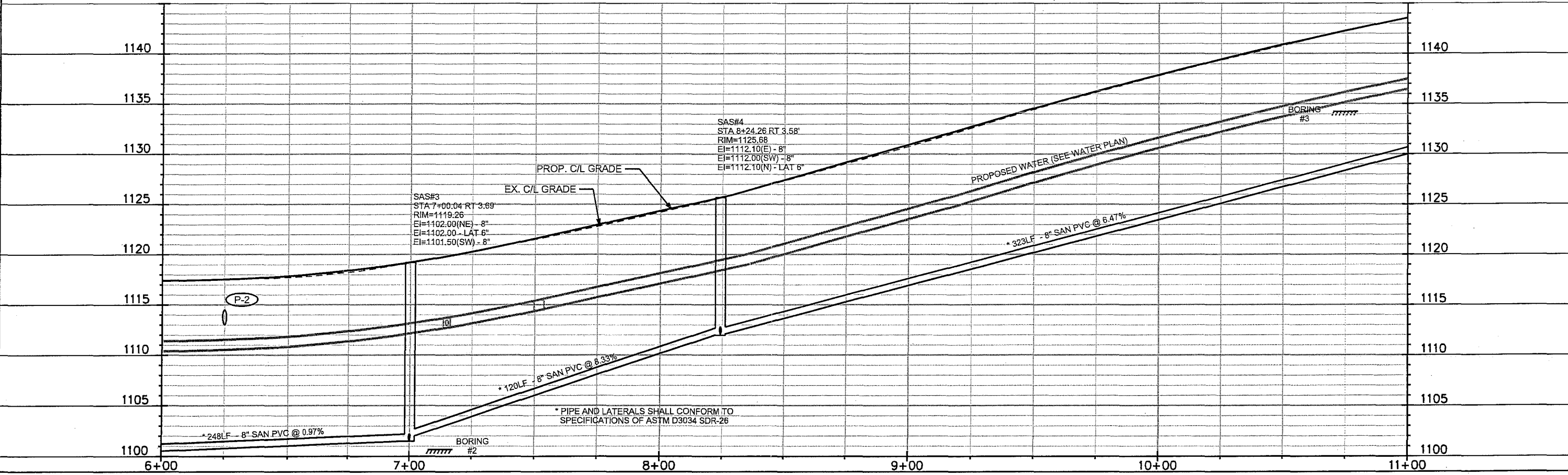
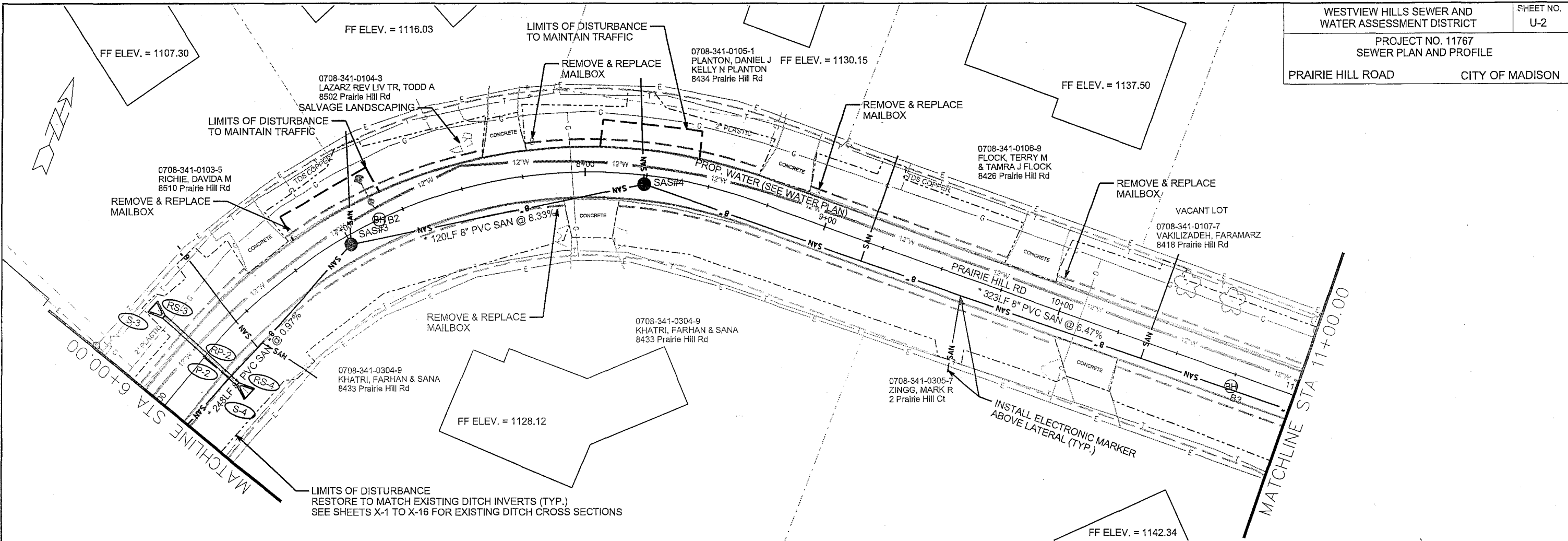
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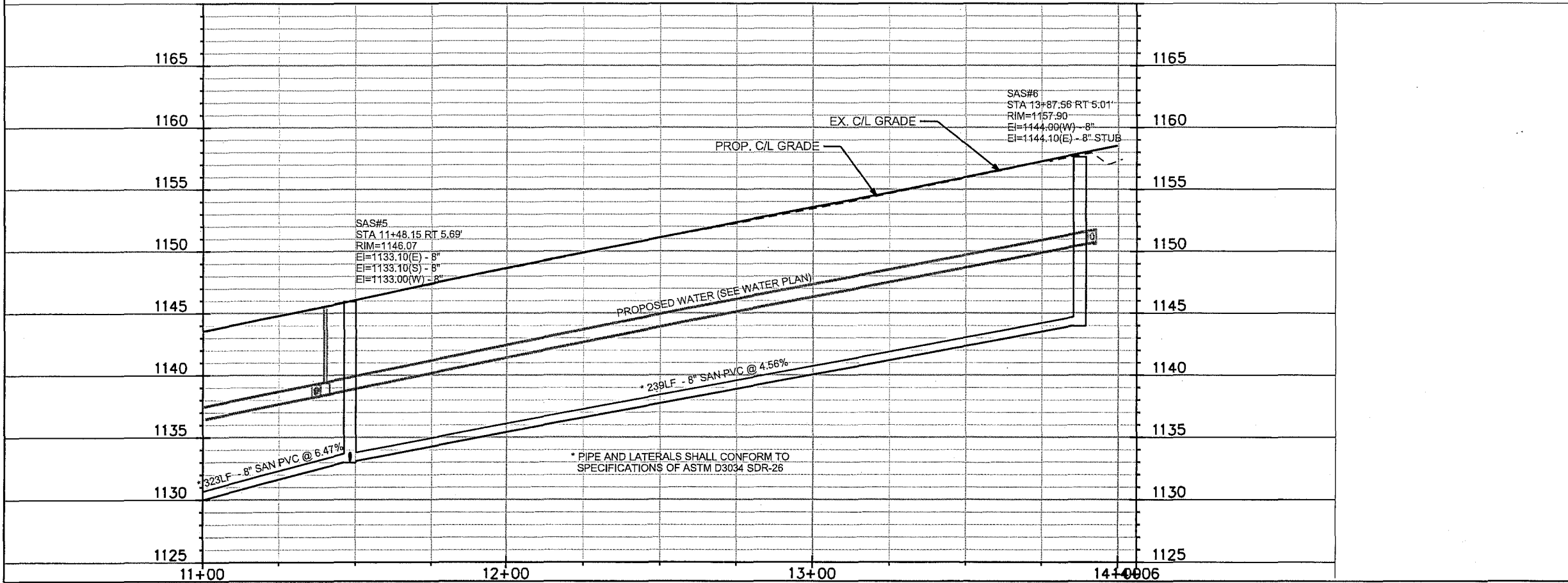
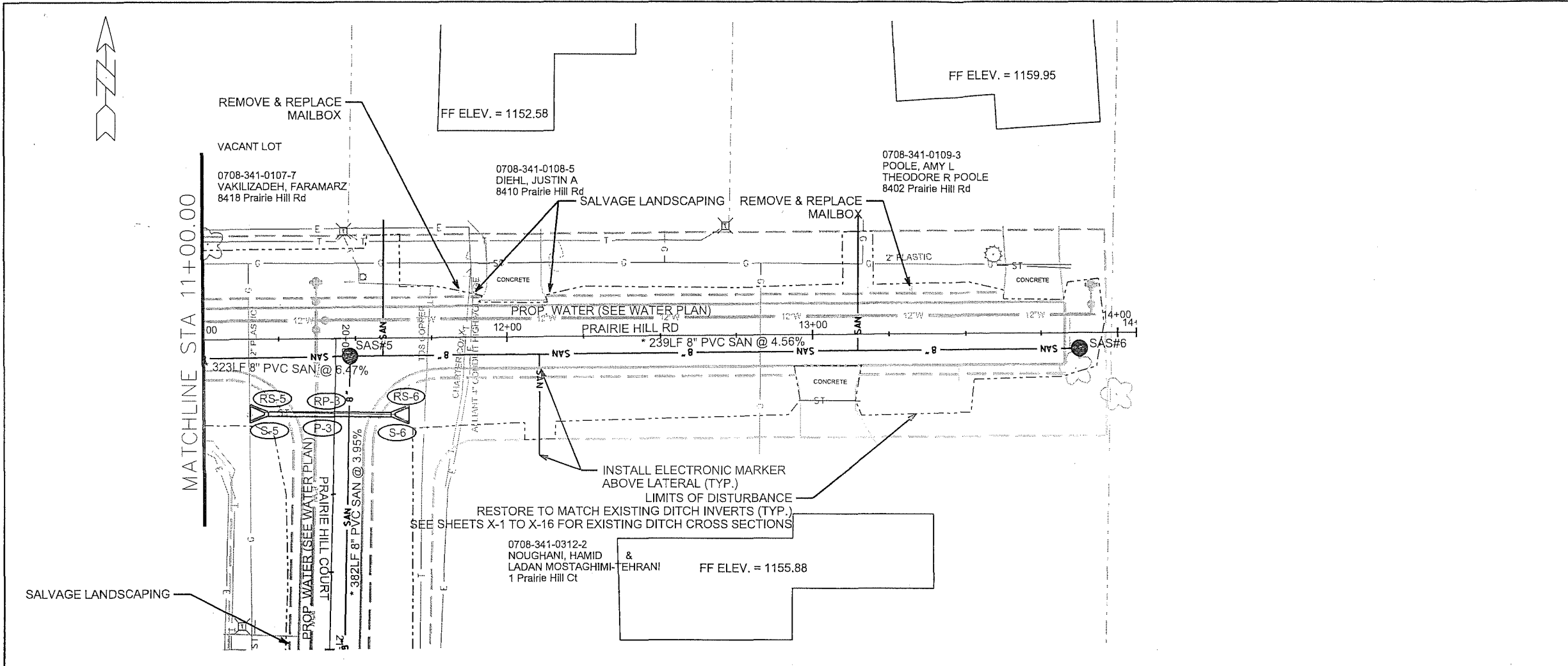
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DCL/MAL



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 ORIGINATOR: CITY OF MADISON, STREETS DIVISION

DRLG/MAR



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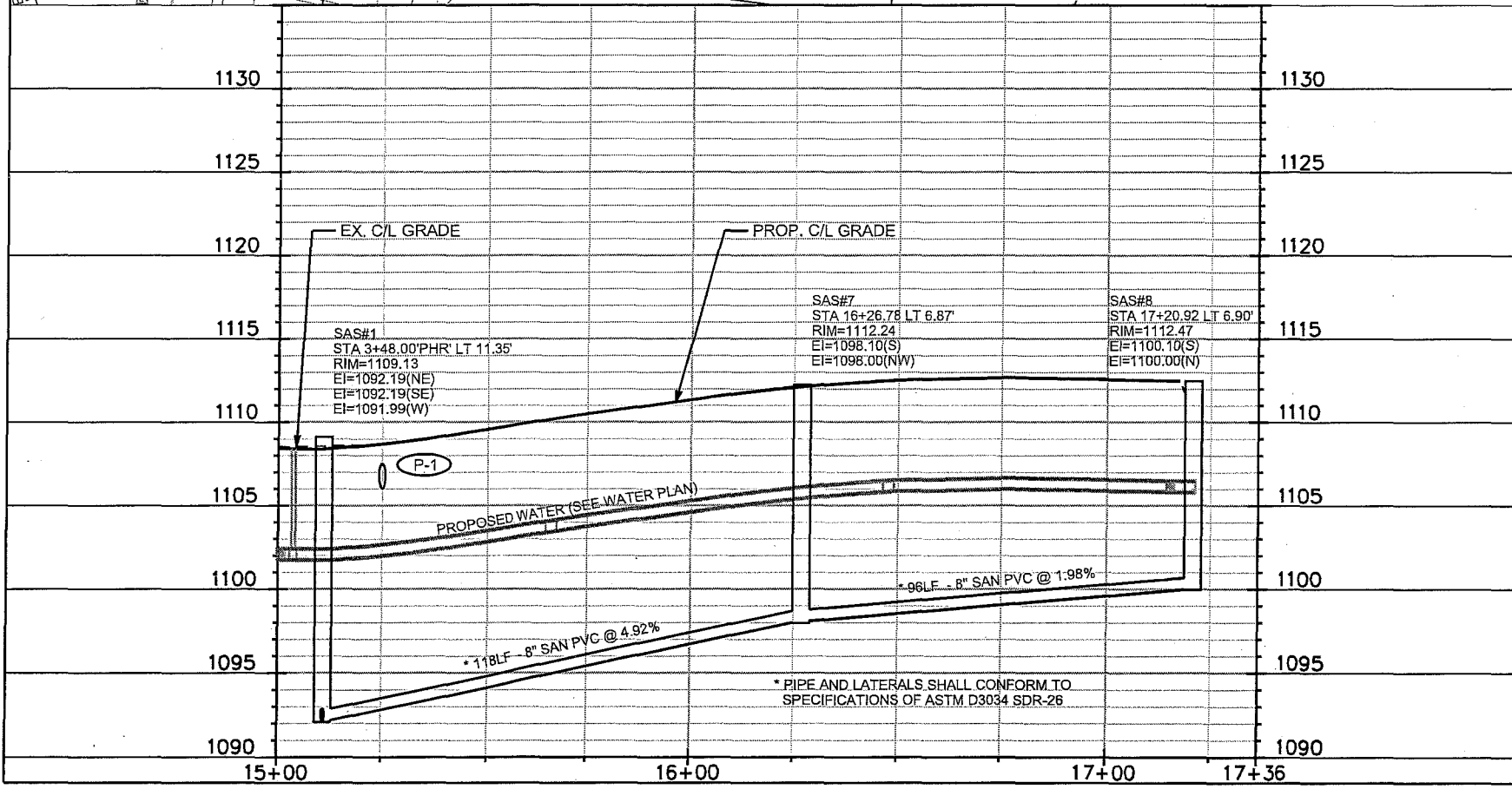
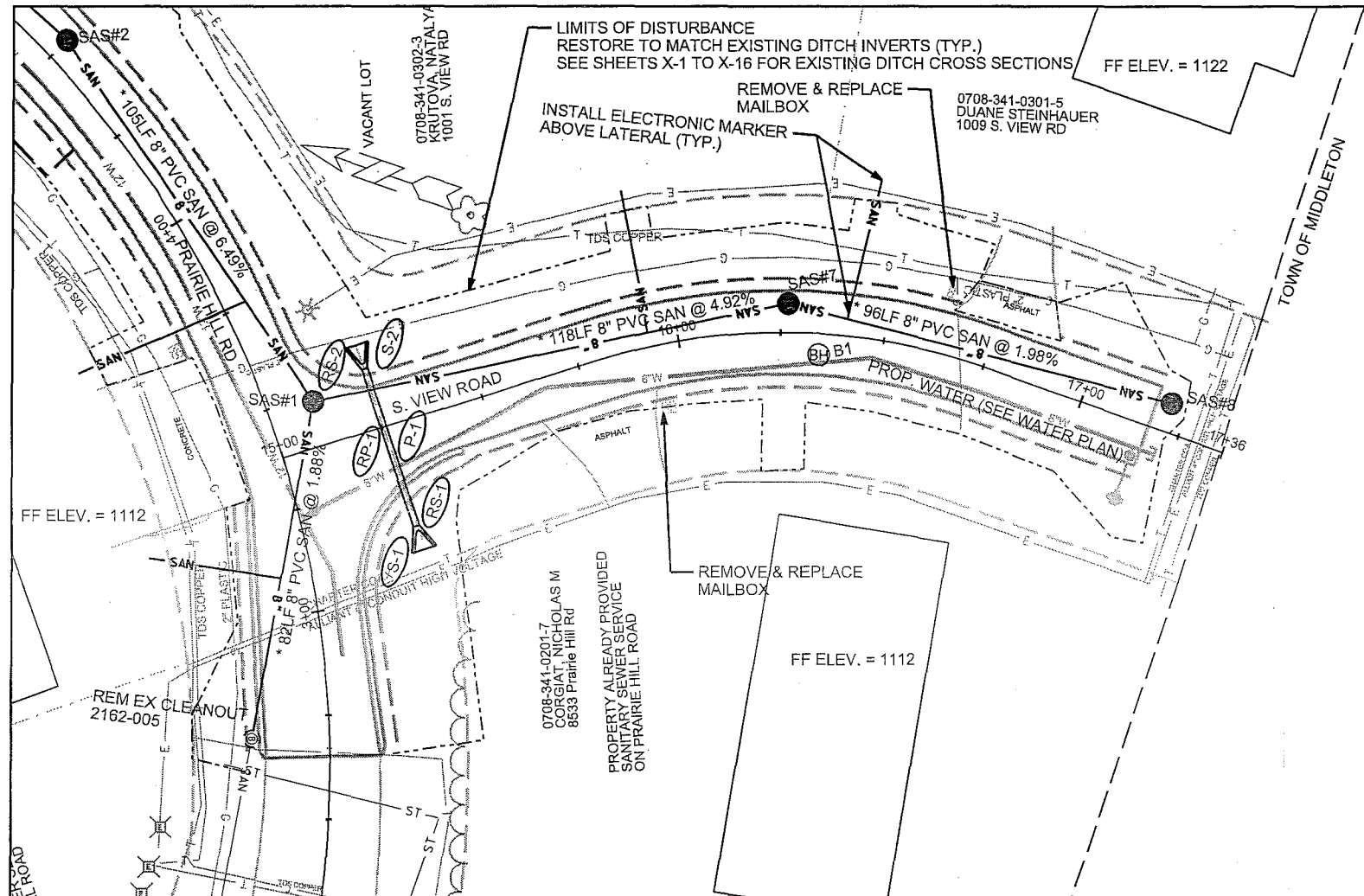
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REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



02/16/18



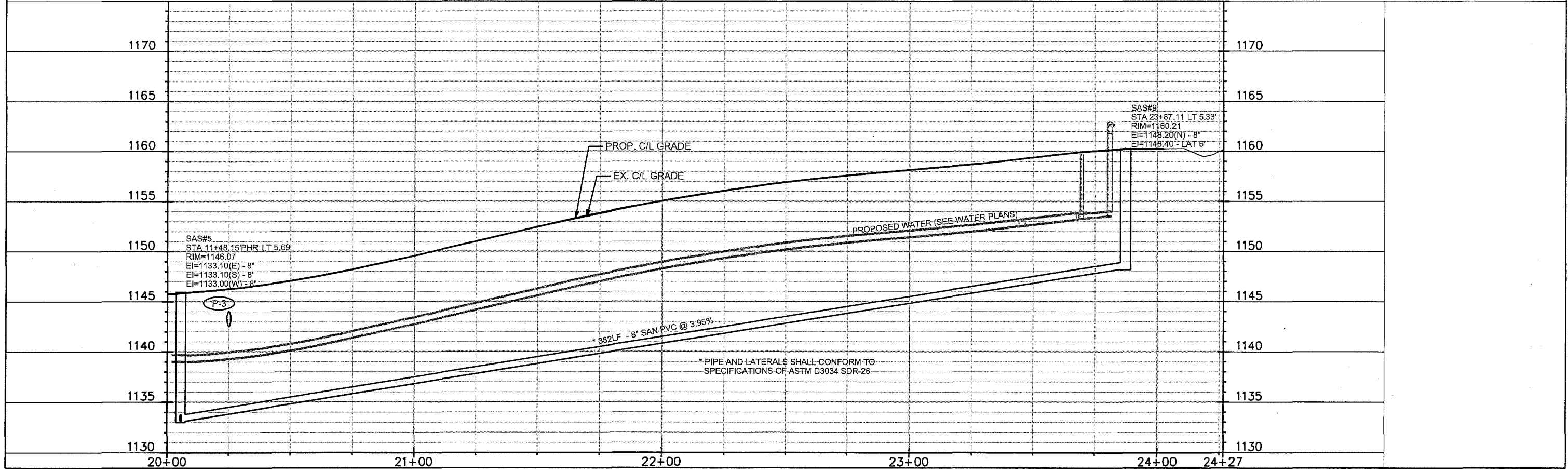
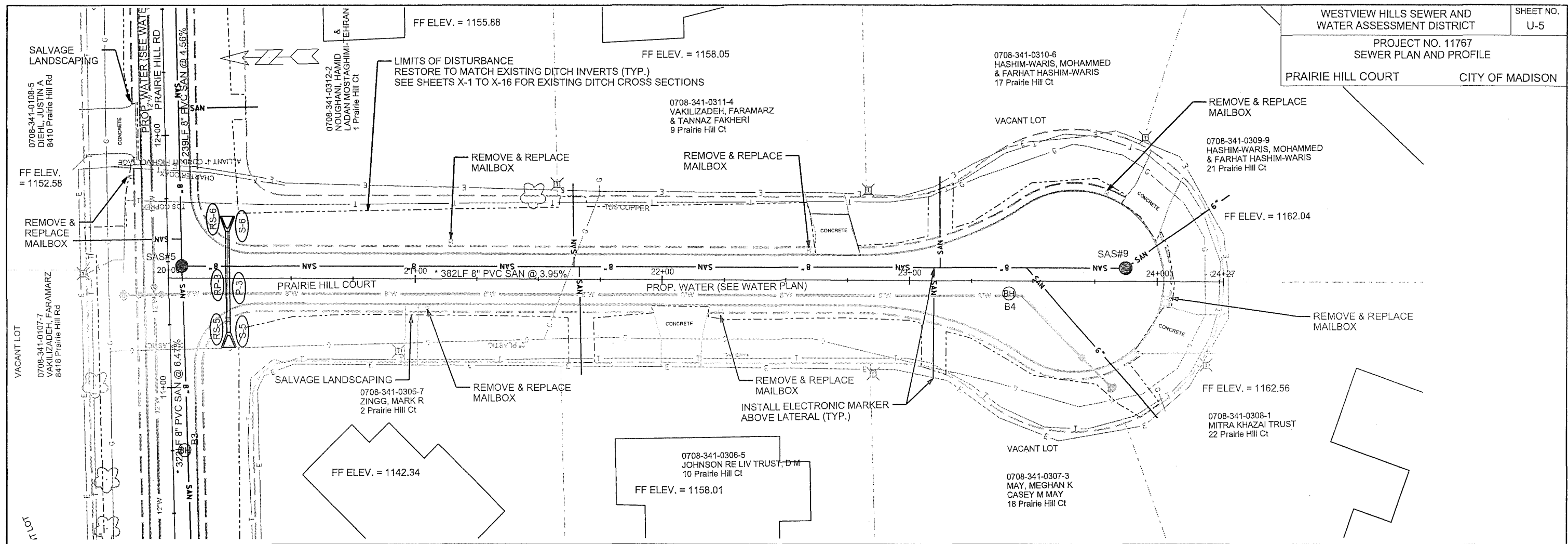
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PLOT NAME: \_\_\_\_\_

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

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

DREG, INC.



PLOT SCALE:

PLOT NAME:

REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



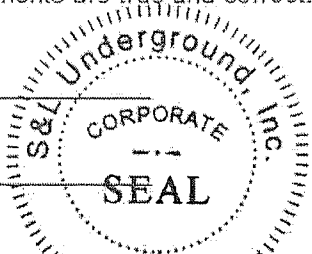
SECTION E: BIDDERS ACKNOWLEDGEMENT

WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018  
CONTRACT NO. 8184

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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of S+L Underground, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin ~~a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_, of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.~~

[Signature]  
 SIGNATURE  
President  
 TITLE, IF ANY



Sworn and subscribed to before me this  
28<sup>th</sup> day of June, 2018  
[Signature]



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

Contract 8184, S&L Underground, Inc.

#### Section E: Bidder's Acknowledgement

This section is a required document for the bid to be considered complete. There are two methods for completing the Bidder Acknowledgement Report. Method one: The report can be downloaded, completed, and uploaded to this site to be included with your electronic bid. Method two: The report can be downloaded from the site and submitted by hand to the City of Madison. Either method of submission requires that the Bidder Acknowledgement Report be received by the bid due date.

Please select the method of submission below. The form is in the section below to download and upload to the site or download and submit by hand.

Please check the box in the Upload section if submitting the report by hand.

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

I will download Bidder Acknowledgement Downloadable Document, complete, and upload online.

The bidder acknowledges receipt of the following addenda to the contract for the above designated project. Please check the appropriate box for each addendum reviewed. If no addenda have been issued, then no boxes are required to be checked.

Any addenda issues after 12:00 P.M. on the Tuesday proceeding the bid due date shall include a provision extending the bid due date.

#### Addendum Acknowledgement

Acknowledge each Addenda reviewed by checking the appropriate checkboxes below.

- Addendum 1 \*
- Addendum 2
- Addendum 3
- Addendum 4
- Addendum 5
- Addendum 6

## 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

WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018  
CONTRACT NO. 8184

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: Bill Pulvermacher, Sr. Estimator

Prime Bidder Certification

I, Ben Larrabee, President of  
Name Title

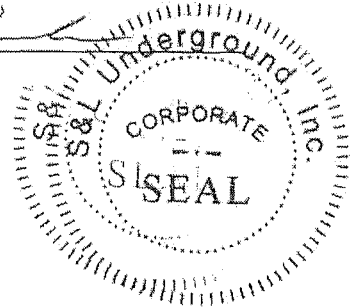
S+L Underground, Inc. certify that the information  
Company

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

Erica Glor  
Witness' Signature

6/28/2018  
Date

Bill Pulvermacher  
Bidder's Signature





**WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018  
CONTRACT NO. 8184**

**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 |
|--|--------------|-----------------------|
|  |              | %                     |
| Bullet Transit                             | Trucking     | 7                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
|  |              | %                     |
| <b>Subtotal SBE who are NOT suppliers:</b> |              | 7                     |

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:** 7 %

WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018

CONTRACT NO. 8184

DATE: 6/28/18

S&L Underground, Inc.

| Item   | Quantity | Price      | Extension    |
|--|----------|------------|--------------|
| <b>Section B: Proposal Page</b>  |          |            |              |
| 20140.0 - GEOTEXTILE FABRIC TYPE SAS NON-WOVEN<br>- S.Y.                                     | 315.00   | \$2.00     | \$630.00     |
| 20219.0 - BREAKER RUN - TON  | 525.00   | \$12.00    | \$6,300.00   |
| 20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.   | 28.00    | \$5.00     | \$140.00     |
| 20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE<br>(UNDISTRUBUTED) - S.F.                         | 100.00   | \$4.30     | \$430.00     |
| 30301.0 - 5 INCH CONCRETE SIDEWALK (UNDISTRIBUTED) - S.F.                                    | 100.00   | \$7.30     | \$730.00     |
| 40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 -<br>TON                            | 1893.00  | \$14.20    | \$26,880.60  |
| 40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 -<br>TON                            | 2075.00  | \$14.20    | \$29,465.00  |
| 40202.0 - HMA PAVEMENT 4 LT 58-28S - TON   | 891.00   | \$72.50    | \$64,597.50  |
| 40218.0 - TACK COAT - GAL  | 424.00   | \$3.00     | \$1,272.00   |
| 40231.0 - ASPHALT DRIVE & TERRACE - S.Y.   | 50.00    | \$33.00    | \$1,650.00   |
| 20217.0 - CLEAR STONE 3" - TON   | 520.00   | \$15.00    | \$7,800.00   |
| 20218.0 - CRUSHED STONE BASE - TON   | 290.00   | \$14.20    | \$4,118.00   |
| 20401.0 - CLEARING - UNDISTRIBUTED - I.D.  | 108.00   | \$31.65    | \$3,418.20   |
| 20406.0 - GRUBBING UNDISTRIBUTED - I.D.  | 108.00   | \$10.55    | \$1,139.40   |
| 21002.0 - EROSION CONTROL INSPECTION - EACH  | 4.00     | \$400.00   | \$1,600.00   |
| 21011.0 - CONSTRUCTION ENTRANCE - EACH   | 1.00     | \$950.00   | \$950.00     |
| 21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH  | 22.00    | \$250.00   | \$5,500.00   |
| 21015.0 - STREET CONSTRUCTION STONE BERM - EACH  | 2.00     | \$250.00   | \$500.00     |
| 21021.0 - SILT FENCE- COMPLETE - L.F.  | 600.00   | \$2.25     | \$1,350.00   |
| 21024.0 - SILT SOCK (12 INCH) - COMPLETE - L.F.  | 600.00   | \$4.50     | \$2,700.00   |
| 21073.0 - EROSION MATTING, CLASS II, TYPE C ORGANIC - S.Y.                                   | 4200.00  | \$4.15     | \$17,430.00  |
| 21301.0 - REMOVE AND REPLACE MAILBOX - EACH  | 19.00    | \$230.00   | \$4,370.00   |
| 50201.0 - ROCK EXCAVATION(UNDISTRIBUTED) - C.Y.  | 230.00   | \$150.00   | \$34,500.00  |
| 50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.   | 124.00   | \$0.01     | \$1.24       |
| 50212.0 - SELECT BACKFILL FOR SANTARY SEWER - T.F.   | 2819.00  | \$0.01     | \$28.19      |
| 50301.0 - 8" PVC SANITARY SEWER PIPE SDR-26 - T.F.   | 1713.00  | \$132.00   | \$226,116.00 |
| 50352.0 - 6 INCH SANITARY SEWER LATERAL SDR-26 PIPE - L.F.                                   | 1090.00  | \$106.00   | \$115,540.00 |
| 50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.   | 40.00    | \$80.00    | \$3,200.00   |
| 50463.0 - 18 INCH RCP APRON ENDWALL - EACH   | 2.00     | \$1,126.00 | \$2,252.00   |
| 50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.   | 120.00   | \$87.00    | \$10,440.00  |
| 50464.0 - 21 INCH RCP APRON ENDWALL - EACH   | 6.00     | \$1,164.00 | \$6,984.00   |
| 50701.0 - 4' DIAMETER SAS - EACH   | 9.00     | \$4,034.00 | \$36,306.00  |
| 50801.0 - UTILITY LINE OPENING (ULO) UNDISTRIBUTED - EACH                                    | 4.00     | \$590.00   | \$2,360.00   |
| 90030.0 - REMOVE AND RESTORE DRIVEWAY WITH CULVERTS<br>(DRIVEWAY AND CULVERT IN KIND) - EACH | 6.00     | \$9,660.00 | \$57,960.00  |
| 90031.0 - REMOVE CLEANOUT - EACH   | 1.00     | \$520.00   | \$520.00     |
| 90032.0 - INSTALL AND REMOVE TEMPORARY DRIVEWAY WITH<br>CULVERT - EACH                       | 6.00     | \$3,650.00 | \$21,900.00  |
| 70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.                                  | 80.00    | \$80.00    | \$6,400.00   |
| 70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.                                  | 620.00   | \$90.00    | \$55,800.00  |
| 70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.                                 | 1130.00  | \$106.00   | \$119,780.00 |
| 70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH                                      | 5.00     | \$1,600.00 | \$8,000.00   |
| 70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH                                      | 2.00     | \$2,036.00 | \$4,072.00   |
| 70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH                                     | 1.00     | \$3,325.00 | \$3,325.00   |

**WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018**

CONTRACT NO. 8184

DATE: 6/28/18

**S&L Underground, Inc.**

| Item   | Quantity      | Price       | Extension             |
|--|---------------|-------------|-----------------------|
| 70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH        | 5.00          | \$4,400.00  | \$22,000.00           |
| 70050.0 - FURNISH AND INSTALL 1 INCH SERVICE LATERALS - EACH | 23.00         | \$2,850.00  | \$65,550.00           |
| 70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.               | 24.00         | \$15.00     | \$360.00              |
| 70106.0 - ROCK EXCAVATION - C.Y.                             | 30.00         | \$150.00    | \$4,500.00            |
| 10701.0 - TRAFFIC CONTROL - LUMP SUM                         | 1.00          | \$3,190.00  | \$3,190.00            |
| 10911.0 - MOBILIZATION - LUMP SUM                            | 1.00          | \$37,600.00 | \$37,600.00           |
| 20101.0 - EXCAVATION CUT - C.Y.                              | 2326.00       | \$16.50     | \$38,379.00           |
| 20221.0 - TOPSOIL - S.Y.                                     | 4200.00       | \$3.10      | \$13,020.00           |
| 20701.0 - TERRACE SEEDING - S.Y.                             | 4200.00       | \$2.20      | \$9,240.00            |
| 21063.0 - EROSION MATTING, CLASS 1, TYPE A ORGANIC - S.Y.    | 50.00         | \$1.60      | \$80.00               |
| 90033 - PRUNE TREE - EACH                                    | 9.00          | \$370.00    | \$3,330.00            |
| <b>53 Items</b>  | <b>Totals</b> |             | <b>\$1,095,704.13</b> |

## SECTION G: BID BOND

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

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

### WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018 CONTRACT NO. 8184

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

By

Date

Ben Harrabee, President  
Name and Title

6/28/2018

Seal SURETY

Granite Re, Inc.

Name of Surety

By

Date

Connie Smith, Attorney-in-Fact  
Name and Title

06/20/2018

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2018, 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.

06/20/2018

Date

Connie Smith  
Agent Signature Connie Smith

P.O. Box 465

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

#### NOTE TO SURETY & PRINCIPAL

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

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

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

**Know all Men by these Presents:**

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

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

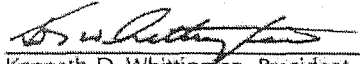
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

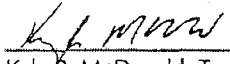
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA    )



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

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

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

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



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

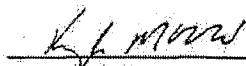
**GRANITE RE, INC.**  
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14 day of JUNE, 2017



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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 25 day of JULY in the year Two Thousand and Eighteen 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 24, 2018, 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:

### WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018 CONTRACT NO. 8184

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION NINETY-FIVE THOUSAND SEVEN HUNDRED FOUR AND 13/100 (\$1,095,704.13) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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



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

#### Article VIII

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

#### Article IX

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

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

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

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

**WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018  
CONTRACT NO. 8184**

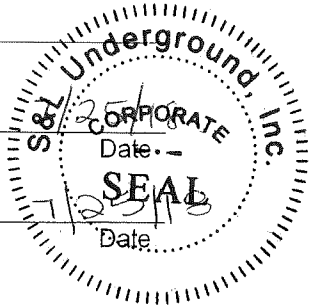
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:

Erika Seela 7/25/18  
Witness Date  
Erika Seela 7/25/18  
Witness Date

S&L UNDERGROUND, INC.

Company Name  
B. J. Zuel  
President  
DeWasee  
Secretary



CITY OF MADISON, WISCONSIN

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

Approved as to form:

Richard  
Finance Director  
Signed this 10th day of AUGUST, 2018  
Ducini  
Witness  
Jennifer  
Witness

William P. ...  
City Attorney  
Paul ... 10 AUG 2018  
Mayor Date  
Marilyn Witzel-Behl 8-1-2018  
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we S&L UNDERGROUND, INC. as principal, and Granite Re, Inc. Company of Oklahoma as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION NINETY-FIVE THOUSAND SEVEN HUNDRED FOUR AND 13/100 (\$1,095,704.13) 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:

WESTVIEW HILLS SEWER AND WATER ASSESSMENT DISTRICT 2018  
CONTRACT NO. 8184

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 25th day of July, 2018

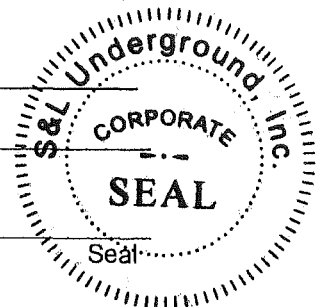
Countersigned:

Erika Stecula  
Witness

Garvasee  
Secretary

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

B. J. [Signature]  
President



Approved as to form:

[Signature]  
City Attorney

Granite Re, Inc.

Surety  Salary Employee  Commission Seal

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 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

07/25/2018

Date

Connie Smith  
Agent Signature **Connie Smith**

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

**Know all Men by these Presents:**

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

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

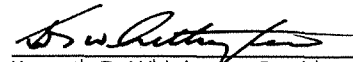
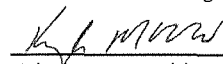
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

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

STATE OF OKLAHOMA     )  
  )   SS:  
COUNTY OF OKLAHOMA    )



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

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

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




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

**GRANITE RE, INC.**  
Certificate

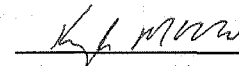
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said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

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

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

 day of July, 2018



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