

\$574,181.56

BID OF S&L UNDERGROUND, INC.

2025

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS

CONTRACT NO. 8769

MUNIS NO. 15104

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 25, 2025

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

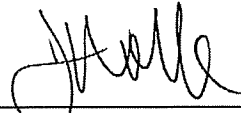
**NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS
CONTRACT NO. 8769**

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This Proposal, and Agreement have
been prepared by:

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



James M. Wolfe, P.E., City Engineer

JMW: ac

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:	NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS
CONTRACT NO.:	8769
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	1/23/2025
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/23/2025
BID SUBMISSION (2:00 P.M.)	1/30/2025
BID OPEN (2:30 P.M.)	1/30/2025
PUBLISHED IN WSJ	1/16 & 1/23/2025

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS CONTRACT NO. 8769

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 \$76,500 for a single trade contract; or equal to or greater than \$373,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include but is not limited storm sewer pipe and structure installation, to excavation, gravel base course, asphalt pavement, concrete curb & gutter, concrete sidewalk, and driveway aprons, lighting conduit and bases/poles, pavement markings, ground restoration, erosion control installation and removal, and work zone traffic control signs and devices.

The project limits for the work include the following: an approximately 550-ft off-street asphalt path along North Shore Drive between the Southwest Path and S Bedford St and approximately 300-ft of curb and pavement replacement along North Shore Drive; an approximately 80-ft off-street asphalt path between Winnebago St and the Union Corners Path; approximately 750-ft of widened concrete sidewalk along E Washington Ave between Sparkle Ct and 1868 E Washington Ave; and approximately 150-ft of widened concrete sidewalk in front of 104 N First St.

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 expected that certain items of work will require multiple mobilizations to meet the requirements of the excavation, the restoration, and erosion control requirements.

Notify City Traffic Engineering Electrical Shop (266-4767) once conduit and bases are installed and cured. City Traffic Engineering crews will be installing the streetlight cabinet and permanent streetlight units. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

Existing Items to Remain

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

Coordination with Utilities

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

MG&E gas has underground gas facilities within the project limits. No conflicts are anticipated with underground MG&E gas lines. The Contractor shall contact John Wichern, jwichern@mge.com or (608) 252-1563 to resolve any potential conflicts that arise during construction.

MG&E electric has overhead and underground lines within the project limits. No MG&E overhead poles are anticipated to be disturbed with this project; however, guy wires may need to be temporarily relocated during construction activities depending on Contractor methods. For instance, there is a guy wire adjacent to the Winnebago Path at STA 10+75 that may need to be relocated during construction. The Contractor shall contact Tony Sanfratello, asanfratello@mge.com or (608) 931-1284 to resolve any potential conflicts that arise during construction.

There is an existing utility cabinet with solar panel attachment within Burr Jones Park along the north-side of the East Washington Ave sidewalk (STA 13+06) that is in conflict with the sidewalk widening and will need to be relocated during construction. The owner of the utility cabinet is unknown at the time of bidding. The project manager will provide more information on the utility cabinet relocation once known.

Coordination with Madison Public Market Contractor

The sidewalk widening work along N First St is adjacent to the Madison Public Market development at 202 N First St. Work on this site is on-going and there is the potential for overlap with this project, however, it is anticipated that the majority of the work for the Madison Public Market will be complete by the time the sidewalk work will occur. The Contractor can coordinate any potentially overlapping work with Mark Brusberg of Daniels Construction at mark.brusberg@danielsco.com or 608-220-0809.

Coordination with Madison Parks Forestry Staff

The Contractor shall coordinate any potential tree impacts within Brittingham Park and Burr Jones Park with Madison Parks Arborist staff, the Contractor can contact Aaron Mockler, amockler@cityofmadison.com or (608) 609-6378, with any questions regarding tree impacts and prior to any root cutting.

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third-party protection insurance for, and on behalf of, the Wisconsin and Southern Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

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.

North Shore Drive

The contractor shall maintain full access on North Shore Drive for all lanes at all times except during working day lane closures. Contractor is allowed twenty-eight (28) calendar days of single (1) travel lane closures on North Shore Drive. Contractor shall maintain access to all driveways at all times.

South Bedford Street

Contractor shall place two (2) portable changeable message boards at least one (1) week in advance on southbound and northbound South Bedford Street, notifying the public of the start of construction. Message boards to be placed on South Bedford Street near the project limits. Message board shall read:

THIS
BLOCK
CLOSED

STARTING
(day of week)
(date)

The contractor shall maintain full access on South Bedford Street except during working day closure. Contractor is allowed twenty-eight (28) calendar days for a full closure on South Bedford Street in the project limits. Contractor shall maintain access for local traffic, emergency vehicles and access to all driveways at all times. Contractor shall maintain pedestrian traffic on one side of sidewalk at all times.

E. Washington Avenue

The contractor shall maintain full access on E. Washington Avenue for all lanes at all times except during working day lane closures. Contractor is allowed twenty-one (21) calendar days of single (1) travel lane

closures on E. Washington Avenue. Travel lane closures shall only occur on weekdays between 9:00 a.m. and 6:00 p.m. Roadway shall be open all lanes in each direction during non-working hours. Contractor shall maintain access to all driveways at all times.

Winnebago Street

The contractor shall maintain two-way vehicular access on Winnebago Street at all times. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available. Work requiring flagging operations shall be limited to off-peak times (8:30am-4:00pm M-F, weekends). All movements at the Winnebago Street/S. Fifth Street intersection shall be maintained at all times.

Madison Metro shall be notified ten (10) days in advance for bus reroute. Madison Metro can be notified by emailing metronotice@cityofmadison.com. This allows adequate notice for Metro to reroute bus routes and move stops when necessary. Failure to provide adequate notice to Madison Metro may result in delays to the start of work, which would be the responsibility of the Contractor, and no additional compensation or time extensions will be provided for failure to provide required notice to Madison Metro.

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

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

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

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

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

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

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

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

Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 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 traffic engineer 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 Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or aheinritz@cityofmadison.com for questions on this spec.

SECTION 108.2 **PERMITS**

The Contractor shall obtain a Temporary Access Permit (TAP) from WisDOT for work on WisDOT RR ROW prior to construction of the E Washington Ave Sidewalk Widening adjacent to the WSOR railroad. The Contractor shall contact Kimberly Tollers at Kimberly.Tollers@dot.wi.gov to obtain the TAP.

The following permits are required (and have been or will be applied for by the City) for this project:

- City of Madison Erosion Control Permit

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.

No work shall commence until all necessary permits are obtained. The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

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

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

SECTION 109.2 PROSECUTION OF WORK

Work under this contract may begin as early as **March 24, 2025**. All work under this contract shall be completed by **July 3, 2025**. The Contractor shall notify the Engineer of their anticipated start date a minimum of 4 weeks prior to that date.

North Shore Drive Path

Once begun, all work on the North Shore Drive Path shall be completed within **FORTY-FIVE (45) CALENDAR DAYS**.

Winnebago Path

Once begun, all work on the Winnebago Path shall be completed within **TWENTY (20) CALENDAR DAYS**.

E Washington Ave Sidewalk Widening

Once begun, all work on the E Washington Ave Sidewalk Widening shall be completed within **THIRTY (30) CALENDAR DAYS**.

N First St Sidewalk Widening

Once begun, all work on the N First St Sidewalk Widening shall be completed within **FOURTEEN (14) CALENDAR DAYS**. Work on the N First St Sidewalk Widening shall not occur until the necessary easement is secured by the City. The project manager will update the Contractor on the easement status.

Work shall begin only after the contract is fully signed and executed and the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Depending on the status of contract routing, it may not be feasible to start prior to the date above.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on the North Shore Drive Path as herein described within the allowable timeframe shall be \$500 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on the Winnebago Path as herein described within the allowable timeframe shall be \$500 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on the E Washington Ave Sidewalk Widening as herein described within the allowable timeframe shall be \$500 per calendar day.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work on the N First St Sidewalk Widening as herein described within the allowable timeframe shall be \$500 per calendar day.

The fixed, agreed and liquidated damages due to the City of Madison for not completing all work under this contract by the overall completion date will be calculated in accordance with the standard specifications.

BID ITEM 20140 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 20501 – ADJUST SEWER ACCESS STRUCTURE

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

SECTION 210.1(d) STREET SWEEPING

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Erin Geter (egeter@cityofmadison.com or 608-266-4058).

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 42 feet of new storm sewer main. This includes installation of 12" circular diameter Type 2 (Pavement) storm sewer pipe.

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

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

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the additional pipe and concrete collar required to reconnect to the new structure shall be the Contractor's responsibility and shall not be compensated.

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

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. The Contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

This contract includes five additional undistributed storm ULOs to be performed at the direction of the City Inspector and Engineer.

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

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

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

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

The City will install new streetlight poles on new Contractor installed bases. Existing bases and conduit to be removed by the Contractor shall be maintained operational until new bases are installed and cured. The Contractor shall coordinate with City TE the relocation of streetlight poles and wires to avoid light outages.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

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

ITEM	Quantity
1" x 40" Anchor Bolts	2 sets of 4 for LB-3R Modified bases

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit and base construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing,

gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

New conduit to be installed parallel to the edge of path shall be placed according to the Typical Conduit Installation detail. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the as close to the edge of path as possible and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering Inspector, each (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

BID ITEM 70104 – ADJUST WATER VALVE BOX

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 90001 – SIDEWALK CURB

DESCRIPTION

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb as herein described in the plans and directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The sidewalk curb is to be installed at the back of walk in locations where the sidewalk is lowered as directed by the Construction Engineer. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide and shall be poured monolithic with the adjacent sidewalk.

METHOD OF MEASUREMENT

Sidewalk Curb shall be measured by linear foot acceptably installed.

BASIS OF PAYMENT

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

BID ITEM 90002 – RADIAL DETECTABLE WARNING FIELD

DESCRIPTION

Work under this item shall include furnishing all materials, incidentals, equipment and labor required to complete the installation of RADIAL DETECTABLE WARNING FIELD as shown in the plans.

All work under this shall be completed in accordance with the Wisconsin Department of Transportation Facilities Development Manual Specifications (10.2.6) and Standard Detail Drawings (SDD 08D05-f) for RADIAL DETECTABLE WARNING FIELD.

MATERIALS

This item includes all materials, incidentals, and 81'd labor required to complete the work as described above and as shown in the plans.

METHOD OF MEASUREMENT

RADIAL DETECTABLE WARNING FIELD shall be measured per square foot of warning plates installed as described above.

BASIS OF PAYMENT

RADIAL DETECTABLE WARNING FIELD shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90003 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE PATH YIELD TO PEDS SYMBOL

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic bike path "Yield to Peds" symbol pavement marking material for use on asphalt or Portland cement concrete pavement surfaces.

MATERIALS

General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

Pigment Color

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

CONSTRUCTION METHODS

Install preformed thermoplastic pavement marking in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

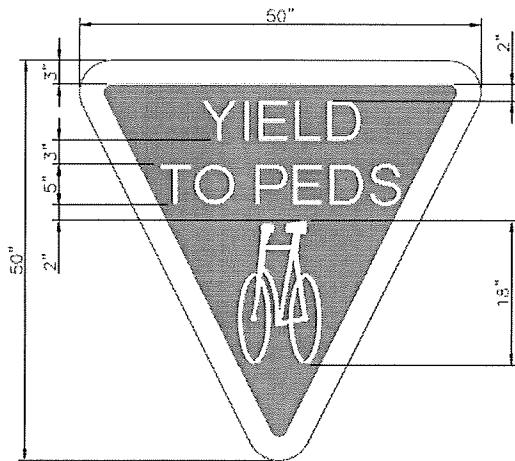
Preformed thermoplastic pavement marking shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any pavement marking not installed to specification or to the satisfaction of the Engineer. Non-conforming preformed thermoplastic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

METHOD OF MEASUREMENT

Will be measured by EACH (EA) of preformed thermoplastic pavement marking installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each (EA) symbol of thermoplastic pavement marking, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.



BID ITEM 90010 – ADJUST INLET PROVIDE NEW R -1878-B7L

DESCRIPTION

Work under this item shall include the removal of an existing inlet casting and adjusting rings and other materials down to a stable and sound wall structure. Castings shall be salvaged in accord with the Standard Specifications for Public Works Construction. A new casting R-1878-B7L shall be provided and installed to the grade called out in the plan or as determined in the field. All materials, work, and incidentals required to complete this work are included in this bid item.

METHOD OF MEASUREMENT

Adjust Inlet Provide New R-1878-B7L shall be measured by each completed repair/reconstruction.

BASIS OF PAYMENT

Adjust Inlet Provide New R-1878-B7L 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 as set forth in the description.

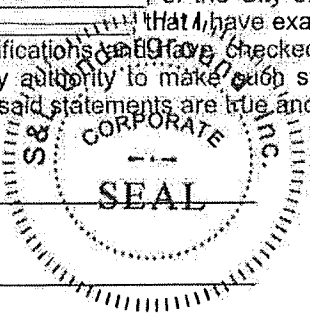
SECTION E: BIDDERS ACKNOWLEDGEMENT

**NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS
CONTRACT NO. 8769**

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.

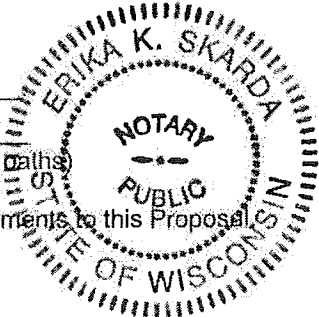
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of S+L Underground, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin ~~a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____~~ that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

B. Z. Zulu
SIGNATURE
President
TITLE, IF ANY



Sworn and subscribed to before me this 30th day of January, 2025
Erika K. Skarda

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 2-11-2026
Bidders shall not add any conditions or qualifying statements to this Proposal.



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

**NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS
CONTRACT NO. 8769**

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: Matt Kundert / Operations Manager

Prime Bidder Certification

I, Ben Larrabee, President of
Name Title

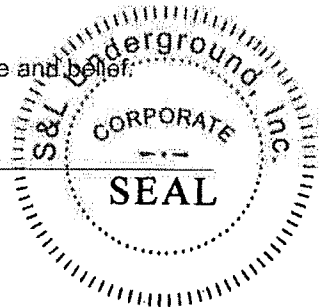
S+L Underground, Inc. certify that the information
Company

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

Erika Steuber
Witness' Signature

B. Kundert
Bidder's Signature

1/30/2025
Date



NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS

CONTRACT NO. 8769

DATE: 1/30/25

S&L Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.1 - TRAFFIC CONTROL - NORTH SHORE DR PATH - LUMP SUM	1.00	\$5,600.00	\$5,600.00
10721 - TRAFFIC CONTROL - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$75.00	\$1,050.00
10911.1 - MOBILIZATION - NORTH SHORE DR PATH - LUMP SUM	1.00	\$32,330.00	\$32,330.00
20101.1 - EXCAVATION CUT - NORTH SHORE DR PATH- C.Y.	750.00	\$46.30	\$34,725.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) (UNDISTRIBUTED) - S.Y.	360.00	\$2.00	\$720.00
20219 - BREAKER RUN - TON	220.00	\$22.80	\$5,016.00
20221 - TOPSOIL - S.Y.	2300.00	\$6.00	\$13,800.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	8880.00	\$3.20	\$28,416.00
20406 - GRUBBING - I.D.	18.00	\$100.00	\$1,800.00
20501 - ADJUST SEWER ACCESS STRUCTURE (UNDISTRIBUTED) - EACH	6.00	\$1,665.00	\$9,990.00
20701 - TERRACE SEEDING - S.Y.	2300.00	\$3.99	\$9,177.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	2300.00	\$1.87	\$4,301.00
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	870.00	\$8.35	\$7,264.50
30304 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	8520.00	\$8.28	\$70,545.60
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	135.00	\$45.45	\$6,135.75
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1400.00	\$24.00	\$33,600.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	140.00	\$111.92	\$15,668.80
40231 - ASPHALT DRIVE & TERRACE - S.Y.	80.00	\$27.60	\$2,208.00
70104 - ADJUST WATER VALVE BOX (UNDISTRIBUTED) - EACH	4.00	\$506.44	\$2,025.76
90001 - SIDEWALK CURB - LF	120.00	\$45.45	\$5,454.00
90002 - RADIAL DETECTABLE WARNING FIELD - S.F.	60.00	\$90.91	\$5,454.60
20130 - UNDERDRAIN - L.F.	125.00	\$23.30	\$2,912.50
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	485.00	\$3.00	\$1,455.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	465.00	\$4.50	\$2,092.50
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	380.00	\$43.13	\$16,389.40
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	45.00	\$43.13	\$1,940.85
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	300.00	\$29.10	\$8,730.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	140.00	\$89.24	\$12,493.60
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	80.00	\$104.24	\$8,339.20
40218 - TACK COAT - GAL.	60.00	\$3.03	\$181.80
40402 - 9 INCH CONCRETE PAVEMENT - S.Y.	130.00	\$113.74	\$14,786.20
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	2000.00	\$0.50	\$1,000.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	400.00	\$19.93	\$7,972.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	215.00	\$12.58	\$2,704.70
60881 - PAVEMENT MARKING, REMOVAL, 6-INCH - L.F.	300.00	\$2.00	\$600.00
60894 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	1100.00	\$25.00	\$27,500.00
60896 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6-INCH WHITE RETROREFLECTIVE LINE - L.F.	200.00	\$23.67	\$4,734.00
20217 - CLEAR STONE (UNDISTRIBUTED) - TON	400.00	\$26.40	\$10,560.00
20503 - ADJUST INLET - EACH	2.00	\$581.00	\$1,162.00

NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS

CONTRACT NO. 8769

DATE: 1/30/25

S&L Underground, Inc.

Item	Quantity	Price	Extension
21002 - EROSION CONTROL INSPECTION - EACH	6.00	\$500.00	\$3,000.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$1,315.00	\$1,315.00
21013.1 - STREET SWEEPING - NORTH SHORE DR PATH - LUMP SUM	1.00	\$1,657.00	\$1,657.00
21017 - SILT SOCK (8 INCH) - COMPLETE (UNDISTRIBUTED) - L.F.	250.00	\$7.00	\$1,750.00
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	2.00	\$85.86	\$171.72
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	2.00	\$50.51	\$101.02
21034 - INLET PROTECTION TYPE C - REMOVE - EACH	2.00	\$30.31	\$60.62
21045 - INLET PROTECTION, TYPE A - COMPLETE - EACH	5.00	\$106.06	\$530.30
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL (UNDISTRIBUTED) - EACH	22.00	\$227.27	\$4,999.94
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN (UNDISTRIBUTED) - EACH	22.00	\$50.51	\$1,111.22
21051 - INLET PROTECTION, RIGID FRAME - REMOVE (UNDISTRIBUTED) - EACH	22.00	\$30.30	\$666.60
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	48.00	\$0.01	\$0.48
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	48.00	\$227.00	\$10,896.00
50741 - TYPE H INLET - EACH	3.00	\$3,600.00	\$10,800.00
50801 - UTILITY LINE OPENING (ULO) (STORM) (UNDISTRIBUTED) - EACH	6.00	\$1,500.00	\$9,000.00
90010 - ADJUST INLET PROVIDE NEW R-1878-B7L - EACH	1.00	\$1,780.00	\$1,780.00
10701.2 - TRAFFIC CONTROL - EAST MADISON BIKEWAYS - LUMP SUM	1.00	\$9,200.00	\$9,200.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$1,000.00	\$1,000.00
10911.2 - MOBILIZATION - EAST MADISON BIKEWAYS - LUMP SUM	1.00	\$14,231.00	\$14,231.00
20101.2 - EXCAVATION CUT - EAST MADISON BIKEWAYS - C.Y.	540.00	\$46.80	\$25,272.00
20326 - REMOVE FENCE - L.F.	10.00	\$30.00	\$300.00
30205 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	10.00	\$2,525.25	\$25,252.50
30207 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	30.00	\$77.78	\$2,333.40
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	3000.00	\$0.65	\$1,950.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	45.00	\$18.00	\$810.00
60822 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	64.00	\$60.00	\$3,840.00
60823 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	8.00	\$50.00	\$400.00
60825 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE RIGHT ARROW - EACH	2.00	\$75.00	\$150.00
60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	2.00	\$150.00	\$300.00
90003 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE PATH YIELD TO PEDS SYMBOL - EACH	11.00	\$225.00	\$2,475.00
20313 - REMOVE INLET - EACH	1.00	\$710.00	\$710.00
21013.2 - STREET SWEEPING - EAST MADISON BIKEWAYS - LUMP SUM	1.00	\$1,657.00	\$1,657.00
50723 - 3'X3' STORM SAS - EACH	1.00	\$5,950.00	\$5,950.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF	75.00	\$15.00	\$1,125.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF	25.00	\$35.00	\$875.00
60255 - FURNISH & INSTALL 3 #6 AND 1 #8 WIRES IN EXISTING OR CONTRACTORINSTALLED CONDUIT - LF	100.00	\$13.00	\$1,300.00
60261 - ELECTRICAL TRENCH - LF	75.00	\$5.00	\$375.00
60415 - CONSTRUCT LB-3R BASE - EACH	2.00	\$1,500.00	\$3,000.00
60421 - REMOVE STREET LIGHT BASE - EACH	2.00	\$500.00	\$1,000.00
60422 - REMOVE STREET LIGHT POLE - EACH	2.00	\$1,000.00	\$2,000.00
79 Items	Totals		\$574,181.56

SECTION G: BID BOND

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

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

NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS CONTRACT NO. 8769

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 of the day and year set forth below.

Seal PRINCIPAL

S&L Underground, Inc.

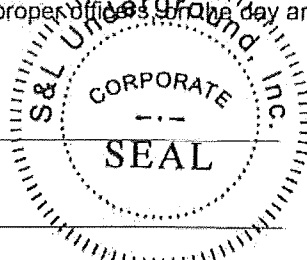
Name of Principal

Ben Larrabee

By

Ben Larrabee, President

Name and Title



1/30/2025

Date

Seal SURETY

Granite Re, Inc.

Name of Surety

Connie Smith

By

Connie Smith, Attorney-in-Fact

Name and Title

January 20, 2025

Date

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 2025, 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.

January 20, 2025

Date

Connie Smith

Agent Signature

2920 Enloe Street

Address

Hudson, WI 54016

City, State and Zip Code

800-535-0006

Telephone Number

NOTE TO SURETY & PRINCIPAL

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of March in the year Two Thousand and Twenty-Five between S&L UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on FEBRUARY 25, 2025, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS CONTRACT NO. 8769

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 FIVE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-ONE AND 56/100 (\$574,181.56) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.
B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

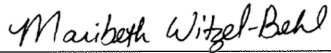
CITY OF MADISON



Satya Rhodes-Conway, Mayor

03/07/2025

Date



Maribeth Witzel-Behl, City Clerk

03/05/2025

Date

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



David P. Schmiedicke, Finance Director

3/7/2025

Date

Approved as to form:



Michael Haas, City Attorney

3/7/2025

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -25-00118, ID No. 87071, adopted by the Common Council of the City of Madison on February 25, 2025.

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we S&L UNDERGROUND, INC. as principal, and Granite Re, Inc. Company of Oklahoma City, OK as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIVE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-ONE AND 56/100 (\$574,181.56) 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:

**NORTH SHORE DRIVE PATH AND EAST MADISON BIKEWAYS: SAFE STREETS
CONTRACT NO. 8769**

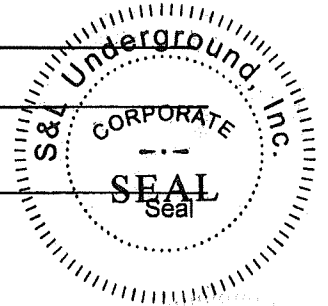
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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 26th day of February, 2025

Countersigned:

Erin Sluka
Witness
Dawson
Secretary

S&L UNDERGROUND, INC.
Company Name (Principal)
[Signature]
President



Granite Re, Inc.
Surety Seal
 Salary Employee Commission
By *[Signature]*
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 164929915 for the year 2025, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

February 26th, 2025
Date

[Signature]
Agent Signature
Connie Smith

The foregoing Bond has been approved as to form:

3/7/2025

Date

Michael Haas

City Attorney

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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


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

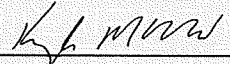
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





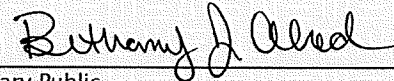
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

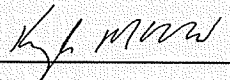
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
21st day of FEBRUARY, 2025.





Kyle P. McDonald, Assistant Secretary