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BID OF CAPITOL UNDERGROUND, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING  
ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8565

MUNIS NO. 13176

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 6, 2021

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 8565**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS ..... A-1  
SECTION B: PROPOSAL SECTION ..... B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS ..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT ..... E-1  
SECTION F: BEST VALUE CONTRACTING ..... F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT ..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

This Proposal, and Agreement have  
been prepared by:

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

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

RFP: 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:	HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING ASSESSMENT DISTRICT - 2021
CONTRACT NO.:	8565
SBE GOAL	9%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JUNE 3, 2021
BID SUBMISSION (2:00 P.M.)	JUNE 10, 2021
BID OPEN (2:30 P.M.)	JUNE 10, 2021
PUBLISHED IN WSJ	MAY 27 & JUNE 3, 2021

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

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

## MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

### HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING ASSESSMENT DISTRICT - 2021 CONTRACT NO. 8565

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

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

#### SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, July 8, 2021**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, July 7, 2021**.

#### ARTICLE 104 SCOPE OF WORK

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

The project limits for the work to resurface and replace utilities including the following; Steensland Drive from North Sherman Avenue to Hooker Avenue; Hooker Avenue from Steensland Drive to Logan Street; and Sheridan Drive from Hooker Avenue to Logan Street.

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

#### SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacement and 50 SF for the private

storm connection. It is also anticipated that there will be 20 LF of curb & gutter replaced for each lateral that is replaced with this project.

#### **SECTION 104.10      CLEANING UP**

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

#### **SECTION 105.12      COOPERATION BY THE CONTRACTOR**

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

##### **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.

All private storm sewer discharges shall be maintained for all properties in the project area.

##### **Coordination with Utilities**

Work in this contract will require utility relocations to resurface and replace utilities along Hooker Avenue, Steensland Drive, and Sheridan Drive. It will be the responsibility of the Contractor to coordinate and work with the utilities located in the right of way to resolve conflicts during the construction process. The contractor shall provide time and space for the utilities to resolve conflicts, relocate and/or extend their utilities as needed.

MG&E will be doing a full gas service replacement within the project limits. The gas replacement will occur before the resurfacing project begins, but may overlap with the start of the project. The Contractor shall coordinate with Roger Ahles, [rahles@mge.com](mailto:rahles@mge.com) of MG&E to coordinate this work prior to the start of the resurfacing project.

MG&E has overhead electrical lines along Steensland Drive and Sheridan Drive. There is one pole at STA 16+04 on the Hooker Ave/Steensland Dr alignment that will need to be relocated due to the new sidewalk going in on the southerly-side of the street. The contractor shall coordinate with Mark Bohm, [mbohm@mge.com](mailto:mbohm@mge.com) of MG&E on the pole relocation and provide time and space for MG&E to complete the relocations.

AT&T has fiber and telecomm lines in the project area. There are two buried copper cables that run underneath the road at the Hooker & Steensland Intersection (STA 15+67) coming off the electrical pole on the northeast corner of this intersection. The cable that heads to the west to 1316 Hooker Ave has three working circuits and may be in conflict with the proposed storm sewer main and adjacent storm structure. The cable that runs to the southwest to 1310 Hooker Ave has no working circuits. The contractor shall contact Ryan Denewellis, [rd1238@att.com](mailto:rd1238@att.com), to coordinate any potential conflicts and provide time and space for AT&T to complete any necessary relocations. Utility Line Openings to evaluate potential conflicts at the start of the project are included in the plans. The contractor shall coordinate with AT&T immediately upon confirming any conflicts with their facilities after the ULOs.

## **SECTION 107.6      DUST PROOFING**

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

## **SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

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

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 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. 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.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. 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. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Hooker Ave, Steensland Dr and Sheridan Dr may be closed to through traffic for the duration of construction.

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents 48 hours prior to any residential driveway closures. Access shall be maintained at all times to business and commercial driveways (5 or more parking stalls), which is incidental to the work.

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.

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

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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 Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.  
[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

#### Access to Properties

The Contractor shall maintain access to all properties along the project area at all times except as noted in these specifications. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles.

The Contractor shall maintain access to the commercial driveway at 1310 Hooker Ave for the duration of the project.

The Contractor shall maintain access at all times to all driveways located outside the project limits.

#### Sanitary Sewer connection within Sherman Ave:

The work to complete the sanitary connection and final pavement work in Sherman Ave, including the bus pad removal along Sherman, shall only occur on weekends—from 8:30 a.m. on a Friday until the following Monday. Reopen all traffic lanes on Sherman Ave by 3:00 p.m. on Monday.

Traffic control for this work shall consist of both directions of traffic on the East side of Sherman Ave. Both directions of Sherman will be directed using a flagger. Maintain the Metro Transit bus stops on Sherman Ave. Notify Alexandra Heinritz, [ahleinritz@cityofmadison.com](mailto:ahleinritz@cityofmadison.com), at least one week prior the sanitary connection.

#### NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

#### OPENING OF SECTION OF STREET TO TRAFFIC

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of 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 Alexandra Heinritz, Traffic Engineering Division, [ahleinritz@cityofmadison.com](mailto:ahleinritz@cityofmadison.com)



**SECTION 108.2      PERMITS**

The City of Madison will obtain a City of Madison Erosion Control Permit and will submit a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or their 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 will be provided at the preconstruction meeting and is available at the City of Madison, Engineering Division office.

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

**SECTION 109.2      PROSECUTION OF WORK**

All work under this contract shall be completed by **November 5, 2021**. The Contractor may begin work as early as **July 26, 2021**. The Contractor shall notify the Engineer of their anticipated start date a minimum of 3 weeks prior to that date.

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 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.

**BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2021 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

**ARTICLE 500**

**SEWER AND SEWER STRUCTURES GENERAL**

The storm sewer designer for the project is Matt Allie and may be contacted at (608) 266-4058 or [mallie@cityofmadison.com](mailto:mallie@cityofmadison.com).

**SANITARY SEWER GENERAL**

Sanitary sewer pipe work will include installation of approximately 1,031 feet of new 8" diameter ASTM D3034 SDR-35 main and 595 feet of new 10" diameter ASTM D3034 SDR-26 main. Sanitary sewer pipe work shall include installing new sewers at the sizes and location specified on the plan set and in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition.

ASTM D3034 SDR-35 & 26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Items 50301 & 50302) and Sanitary Sewer Lateral – Resurfacing (Bid Item 50354).

All new sanitary sewer access structures shall include the Neenah R-1550 Frame with City of Madison Logo Lid 1550-0054 (see S.D.D. 5.7.16 of the City of Madison Standard Specification for Public Works Construction latest edition). All new sewer main connections may be factory cored and shall be included in the structure price. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

**STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 446 feet of new 12" storm sewer, 213 feet of new 15" storm sewer, 116 feet of new 18" storm sewer, 49 feet of new 21" storm sewer.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the Contractor for their 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 approval of the design engineer has been received.

**SECTION 507.3(b) PRECAST REQUIREMENTS**

Precast structures for storm and sanitary sewer structures shall not be furnished with steps.

**SECTION 507.3(d)     SEWER CONNECTIONS – NEW PIPE CONNECTIONS**

Where a new public TYPE II or III storm pipe is being connected into new precast H inlet concrete structure the contractor shall provide a Kor-N-Seal or approved prefabricated connection to connect the new pipe to new H inlet structure as detailed in Standard Detail Drawing 5.7.31, Flexible Pipe to SAS Connector.

Where a new public TYPE I storm pipe is being connected into a new precast concrete structure the contractor shall be made with the use of concrete collar. The work shall be done in accord with Standard Detail Drawing 5.4.5 Concrete Collar.

Where any type of new public storm pipe is being connected into new poured-in-place concrete structure the contractor shall pour structure around new pipe connection as detailed in Standard Detail Drawing 5.7.3, Storm Sewer Field Poured SAS and Catch Basins.

**BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

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

**BID ITEM 50801 – UTILITY LINE OPENING (ULO)**

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

**BID ITEM 90001 – GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED)**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals necessary to provide and install **Mirafi RS580i, TerraTex HPG HM58, or an approved equal**. The locations to install this fabric are unknown at this time and will depend on the field conditions. Install this item as directed by the Construction Engineer.

**CONSTRUCTION METHODS**

The Geosynthetic Reinforcement Fabric shall be installed in accordance with the manufacturer's recommendations, including the amount of overlap between rolls. A maximum of 12" of Undercut shall be removed, under the entire road area, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the Geosynthetic Reinforcement Fabric in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed Geosynthetic Reinforcement Fabric.

**METHOD OF MEASUREMENT**

The Geosynthetic Reinforcement Fabric shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity, and will only be paid once.

**BASIS OF PAYMENT**

Geosynthetic Reinforcement Fabric shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

**BID ITEM 90002 – TREE PROTECTION FENCING**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fencing from the project site as shown on the plans. This fence shall be highly visible, constructed of a plastic web, and able to withstand the expected amount of use it will receive on a construction site. Any required maintenance or re-installation of fencing is included with this item. The intent of this item is to delineate the area to which the Contractor shall confine his or her operations, to protect trees, and to prevent disturbance of areas by the public following seeding operations. The fencing shall be used freely at the direction of the Engineer.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work.

This item includes construction fencing placed as tree protection fencing.

Construction Fencing shall be Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000lb per 4' width (ASTM D638)

**METHOD OF MEASUREMENT**

Construction Fencing (plastic) shall be measured by the Linear Foot of material placed, maintained, and removed.

**BASIS OF PAYMENT**

Construction fence (plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

**BID ITEM 90003 – FURNISH AND INSTALL CURB BOX**

**DESCRIPTION**

Work under this item shall be performed in accordance with the City of Madison Standard Specifications Section 704.27 FURNISH AND INSTALL CURB BOX.

**METHOD OF MEASUREMENT**

See City of Madison Standard Specifications Section 704.27 FURNISH AND INSTALL CURB BOX.

**BASIS OF PAYMENT**

See City of Madison Standard Specifications Section 704.27 FURNISH AND INSTALL CURB BOX.

**BID ITEM 90030 – RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED)**

**DESCRIPTION**

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

Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

**METHOD OF MEASUREMENT**

RELOCATE WATER LATERAL SERVICE shall be measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

RELOCATE WATER LATERAL SERVICE shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including sub-base, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

**BID ITEM 90031 – RELOCATE WATER MAIN (UNDISTRIBUTED)**

**DESCRIPTION**

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

Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

**METHOD OF MEASUREMENT**

RELOCATE WATER MAIN shall be measured per each specific instance as identified in the field.


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**BASIS OF PAYMENT**

RELOCATE WATER MAIN shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.



**Legend**

 Denotes Boring Location

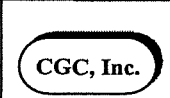
**Notes**

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



Scale: Reduced

Date:	11/2020
Job No.	C20051-29



**Soil Boring Location Map**  
**Hooker Avenue Area**  
**Madison, WI**



# LOG OF TEST BORING

Project Hooker Avenue Area  
Steensland: 300'W of Sherman, 5'S of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 874±  
 Job No. C20051-29  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/8 in. Base Course				
1	18	M	7		/	Very Stiff, Brown Lean CLAY (CL)				
					.	(2.75)				
2	18	M	19		.					
				5	.					
3	18	M	8 1/8"		.					
					.					
4	1	M	50/2"		.					
				10	.					
					.					
				15	.					
				20	.					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 11/5/20 End 11/5/20  
 Driller BSD Chief MC Rig CME-55  
 Logger GB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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





# LOG OF TEST BORING

Project Hooker Avenue Area  
Hooker: 105'S of Sheridan, 10'E of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 867±  
 Job No. C20051-29  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
				0	4 in. Asphalt Pavement/8 in. Base Course					
1	18	M	7	7	Stiff, Brown Lean CLAY (CL - Possible Fill)	(1.5)				
				19	Medium Dense to Dense, Brown and Dark Brown Fine to Coarse SAND, Some Gravel and Silt, Scattered Cobbles (SM - Possible Fill)					
2	18	M	19	19						
				35						
3	18	M	35	35						
				15	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
4	18	M	15	15						
				29	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5	18	M/W	29	29						
				15	End Boring at 15 ft					
				20	Borehole Backfilled with Bentonite Chips and Asphalt Patch					

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 11/5/20 End 11/5/20  
 Driller BSD Chief MC Rig CME-55  
 Logger GB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



## LOG OF TEST BORING

Project Hooker Avenue Area  
Hooker: 95'S of Logan, 8'E of CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 869±  
 Job No. C20051-29  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (psf) (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/8 in. Base Course				
1	18	M	12		/	Very Stiff, Brown Lean CLAY (CL)				
				5	-					
2	18	M	17		.	Medium Dense, Light Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
				10	-					
3	18	M	12		.					
				15	-					
4	18	M	11		.	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
				20	-					
5	10	M	61/9"		.	End Boring at 15 ft				
					.	Borehole Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇</u> <u>NW</u> Upon Completion of Drilling <u>NW</u> Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>11/5/20</u> End <u>11/5/20</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>GB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Hooker Avenue Area  
Sheridan: 90'SW of Logan, 10'NE of CL  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) 870±  
 Job No. C20051-29  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					4 in. Asphalt Pavement/5.5 in. Base Course					
1	16	M	8		Stiff, Brown Lean CLAY (CL - Possible Fill)	(1.0)				
2	18	M	8		Loose, Brown and Dark Brown SAND, Some Silt (SM - Possible Fill)					
3	18	M	21		Medium Dense, Light Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
4	18	M	15		Increasing Gravel Content with Depth					
5	16	M	10		End Boring at 15 ft					
					Borehole Backfilled with Bentonite Chips and Asphalt Patch					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 11/5/20 End 11/5/20  
 Driller BSD Chief MC Rig CME-55  
 Logger GB Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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

**CGC, Inc.**

**LOG OF TEST BORING**  
**General Notes**

**DESCRIPTIVE SOIL CLASSIFICATION**

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

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

Relative Density

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

Relative Proportions Of Cohesionless Soils

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

Consistency

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

Organic Content by Combustion Method

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

Plasticity

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

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

**SYMBOLS**

Drilling and Sampling

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

Laboratory Tests

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

Water Level Measurement
















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

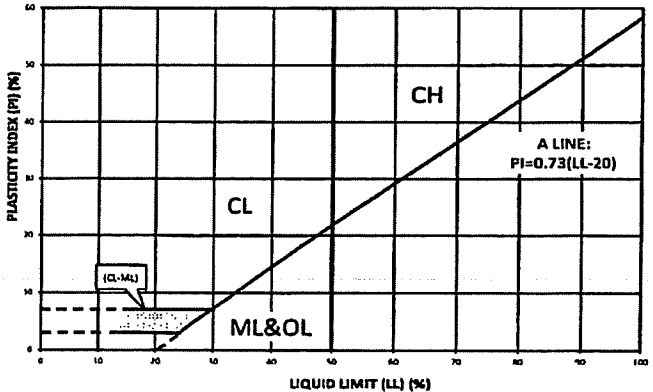
Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

# CGC, Inc.

Madison - Milwaukee

# Unified Soil Classification System

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

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


SECTION E: BIDDERS ACKNOWLEDGEMENT

HOOKER AVE, SHERIDAN DR, STEENSLAND DR RESURFACING ASSESSMENT  
DISTRICT - 2021

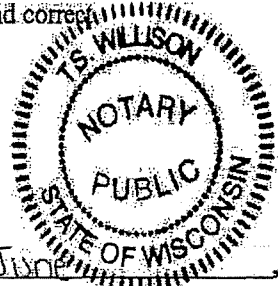
CONTRACT NO. 8565

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.

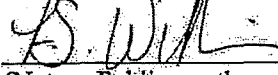
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2021 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. \_\_\_\_\_ through \_\_\_\_\_ issued thereto, 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 CAPITOL 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 SUN PRAIRIE State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
 \_\_\_\_\_  
 SIGNATURE

P.M.  
 \_\_\_\_\_  
 TITLE, IF ANY



Sworn and subscribed to before me this 10th day of June, 2021.

  
 \_\_\_\_\_  
 (Notary Public or other officer authorized to administer oaths)

My Commission Expires 06/16/24  
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8565 – Capitol Underground, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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



**CONTRACT NO. 8565  
HOOKER AVE, SHERIDAN DR, STEENSLAND DR RESURFACING ASSESSMENT  
DISTRICT - 2021**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

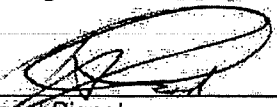
Prime Bidder Information


Company:	Capitol Underground, Inc.
Address:	782 Lois Dr., Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Jim Lee/P.M.

Prime Bidder Certification

Name:	Jim Lee
Title:	P.M.
Company:	Capitol Underground, Inc.

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

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Bidder's Signature

06/10/21  
\_\_\_\_\_  
Date



**HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING ASSESSMENT DISTRICT - 2021**

CONTRACT NO. 8565

DATE: 6/10/21

**Capitol Underground, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,200.00	\$4,200.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	3.00	\$75.00	\$225.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	1.00	\$840.00	\$840.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	120.00	\$4.80	\$576.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	60.00	\$4.80	\$288.00
10912 - MOBILIZATION - LUMP SUM	1.00	\$94,000.00	\$94,000.00
20101 - EXCAVATION CUT - C.Y.	2680.00	\$19.63	\$52,608.40
20130 - UNDERDRAIN - L.F.	230.00	\$16.32	\$3,753.60
20140 - GEOTEXTILE FABRIC TYPE SAS NON-WOVEN (UNDISTRIBUTED)- S.Y.	960.00	\$3.51	\$3,369.60
20219 - BREAKER RUN - TON	640.00	\$11.71	\$7,494.40
20221 - TOPSOIL - S.Y.	158.00	\$3.80	\$600.40
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	250.00	\$2.50	\$625.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	1150.00	\$3.61	\$4,151.50
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1090.00	\$3.10	\$3,379.00
20401 - CLEARING - I.D.	62.00	\$47.50	\$2,945.00
20406 - GRUBBING - I.D.	62.00	\$47.50	\$2,945.00
20504 - ADJUST VALVE CASTING - EACH	16.00	\$306.70	\$4,907.20
20701 - TERRACE SEEDING - S.Y.	158.00	\$1.85	\$292.30
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	158.00	\$1.85	\$292.30
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	1470.00	\$33.54	\$49,303.80
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	60.00	\$42.00	\$2,520.00
30208 - HAND FORMED CONCRETE CURB & GUTTER (UNDISTRIBUTED) - L.F.	60.00	\$42.00	\$2,520.00
30301 - 5" CONCRETE SIDEWALK - S.F.	3210.00	\$6.22	\$19,966.20
30302 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	500.00	\$7.01	\$3,505.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	16.00	\$30.00	\$480.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1840.00	\$15.90	\$29,256.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	2400.00	\$15.90	\$38,160.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1184.00	\$65.60	\$77,670.40
40218 - TACK COAT - GAL	383.00	\$2.00	\$766.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	210.00	\$29.86	\$6,270.60
40301 - FULL WIDTH GRINDING - S.Y.	687.00	\$6.25	\$4,293.75
60816 - 18-INCH CONTINENTAL CROSSWALK - L.F.	160.00	\$22.00	\$3,520.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	100.00	\$2.00	\$200.00
90001 - GEOSYNTHETIC REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	960.00	\$5.06	\$4,857.60
90002 - TREE PROTECTION FENCING - L.F.	30.00	\$12.93	\$387.90
90003 - FURNISH AND INSTALL CURB BOX - EACH	1.00	\$426.16	\$426.16
20217 - CLEAR STONE - TON	400.00	\$4.80	\$1,920.00
21002 - EROSION CONTROL INSPECTION - EACH	10.00	\$150.00	\$1,500.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$600.00	\$1,200.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$3,829.95	\$3,829.95
21015 - STREET CONSTRUCTION STONE BERM - EACH	16.00	\$300.00	\$4,800.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	34.00	\$150.00	\$5,100.00

HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING ASSESSMENT DISTRICT - 2021

CONTRACT NO. 8565

DATE: 6/10/21

Capitol Underground, Inc.

Item	Quantity	Price	Extension
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	34.00	\$30.00	\$1,020.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	34.00	\$54.00	\$1,836.00
50401 - 12 INCH RCP STORM SEWER PIPE - L.F.	446.00	\$74.33	\$33,151.18
50741 - TYPE H INLET - EACH	16.00	\$2,410.40	\$38,566.40
10702 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$2,000.00	\$2,000.00
20313 - REMOVE INLET - EACH	12.00	\$505.08	\$6,060.96
20314 - REMOVE PIPE - L.F.	222.00	\$25.12	\$5,576.64
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	824.00	\$0.01	\$8.24
50402 - 15 INCH RCP STORM SEWER PIPE - L.F.	213.00	\$71.85	\$15,304.05
50403 - 18 INCH RCP STORM SEWER PIPE - L.F.	116.00	\$77.09	\$8,942.44
50404 - 21 INCH RCP STORM SEWER PIPE - L.F.	49.00	\$85.13	\$4,171.37
50499 - CONCRETE COLLAR - EACH	2.00	\$702.67	\$1,405.34
50723 - 3'X3' STORM SAS - EACH	4.00	\$4,260.53	\$17,042.12
50724 - 4'X4' STORM SAS - EACH	4.00	\$4,895.70	\$19,582.80
50725 - 5'X5' STORM SAS - EACH	1.00	\$5,474.48	\$5,474.48
50793 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	2.00	\$1,178.98	\$2,357.96
50801 - UTILITY LINE OPENING (ULO) - EACH	6.00	\$710.62	\$4,263.72
50802 - CONCRETE SUPPORTS - EACH	1.00	\$1,174.06	\$1,174.06
90030 - RELOCATE WATER LATERAL SERVICE - EACH	4.00	\$1,372.00	\$5,488.00
90031 - RELOCATE WATER MAIN - EACH	4.00	\$3,885.00	\$15,540.00
21110 - TERRACE RAIN GARDEN - S.F.	150.00	\$19.10	\$2,865.00
10704 - TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION - L.S.	1.00	\$1,609.00	\$1,609.00
20102 - ROCK EXCAVATION - C.Y.	350.00	\$0.01	\$3.50
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	9.00	\$581.00	\$5,229.00
20314 - REMOVE PIPE (SANITARY) UNDISTRIBUTED - L.F.	125.00	\$26.20	\$3,275.00
20331 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH	1.00	\$382.00	\$382.00
20336 - PIPE PLUG - EACH	4.00	\$455.00	\$1,820.00
50212 - SELECT FILL FOR SANITARY SEWER MAIN - T.F.	2575.00	\$0.01	\$25.75
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	174.00	\$63.00	\$10,962.00
50301 - 8" PVC SANITARY SEWER PIPE SDR-35/SDR-26 - L.F.	1051.00	\$92.00	\$96,692.00
50302 - 10" PVC SANITARY SEWER PIPE SDR-35/SDR-26 - L.F.	595.00	\$132.40	\$78,778.00
50353 - SANITARY SEWER LATERAL SDR-35/SDR-26 - L.F.	941.00	\$32.80	\$30,864.80
50356 - RECONNECT SANITARY LATERAL - EACH	28.00	\$2,907.00	\$81,396.00
50359 - COMPRESSION COUPLING - EACH	1.00	\$750.00	\$750.00
50361 - WASTEWATER CONTROL - L.S.	1.00	\$7,420.00	\$7,420.00
50390 - SEWER ELECTRONIC MARKERS - EACH	66.00	\$24.00	\$1,584.00
50701 - 4' DIAMETER SAS - EACH	7.00	\$3,707.00	\$25,949.00
50702 - 5' DIAMETER SAS - EACH	1.00	\$15,700.00	\$15,700.00
50771 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$507.00	\$1,521.00
50791 - SANITARY SEWER TAP - EACH	5.00	\$1,450.00	\$7,250.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	9.00	\$148.00	\$1,332.00
<b>83 Items</b>	<b>Totals</b>		<b>\$1,014,319.87</b>



Department of Public Works  
**Engineering Division**  
 Robert F. Phillips, P.E., City Engineer  
 City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
 Gregory T. Fries, P.E.

**Deputy Division Manager**  
 Kathleen M. Cryan

**Principal Engineer 2**  
 Christopher J. Petykowski, P.E.  
 John S. Fahrney, P.E.

**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 Janet Schmidt, P.E.  
 James M. Wolfe, P.E.

**Facilities & Sustainability**  
 Bryan Cooper, Principal Architect

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

**Financial Manager**  
 Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Capitol Underground, Inc.

(a corporation of the State of Wisconsin)  
 (~~individual~~), (~~partnership~~), (hereinafter referred to as the "Principal") and  
Western Surety Company

a corporation of the State of SD (hereinafter referred to as the "Surety") and licensed to do business in the State of Wisconsin, are held and firmly bound unto the City of Madison, Wisconsin (hereinafter referred to as the "City"), in the sum equal to the individual proposal guaranty amounts of the total bid or bids of the Principal herein accepted by the City, for the payment of which the Principal and the Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

If the Principal is awarded the contract(s) by the City and, within the time and manner required by law after the prescribed forms are presented for its signature, the Principal enters into (a) written contract(s) in accordance with the bid(s), and files with the City its bond(s) guaranteeing faithful performance and payment for all labor and materials, as required by law, or if the City rejects all bids for the work described, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total equal to the sum of the individual proposal guaranty amounts of the total bid(s) as liquidated damages.

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

This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall accrue before the expiration of such thirty (30) day period.

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

**PRINCIPAL**

CAPITOL UNDERGROUND, INC.  
COMPANY NAME AFFIX SEAL

December 2, 2019  
DATE

By: [Signature] CONTROLLER  
SIGNATURE AND TITLE

**SURETY**

WESTERN SURETY COMPANY  
COMPANY NAME AFFIX SEAL

December 2, 2019  
DATE

By: [Signature]  
SIGNATURE AND TITLE Ross S. Squires, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 8729812 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 2, 2019  
DATE

[Signature]  
AGENT SIGNATURE Ross S. Squires

c/o CSDZ, LLC  
1600 Aspen Commons, Suite 900  
ADDRESS

Middleton, WI 53562  
CITY, STATE AND ZIP CODE

608-242-2550  
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Betsy K Wright, Ross S Squires, Richard O Gibbs, Tina L Domask, Allison M Hill,  
Individually**

of Middleton, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of October, 2017.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 30th day of October, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of December, 2019.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



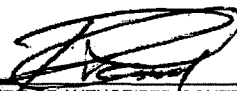
**CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD-VALID (FROM/TO) <b>February 1, 2020 to January 31, 2022</b>
NAME OF SURETY <b>Western Surety Company</b>
NAME OF CONTRACTOR <b>Capitol Underground, Inc.</b>
CERTIFICATE HOLDER <b>City of Madison, Wisconsin</b>

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12/10/19

DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 27th day of July in the year Two Thousand and Twenty-One between CAPITOL UNDERGROUND, INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 6, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

**HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 8565**

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION FOURTEEN THOUSAND THREE HUNDRED NINETEEN AND 87/100 (\$1,014,319.87) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

**c. Exemptions:** This section shall not apply when:

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

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

**HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 8565**

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

Countersigned:

B. Wick 06/28/21  
Witness Date

B. Wick 06/28/21  
Witness Date

**CAPITOL UNDERGROUND, INC.**

Company Name  
Richard Moravsek 7/17/21  
President Date

[Signature] 7/17/21  
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 7/15/2021  
Finance Director Date

Mama Micopette 7/19/2021  
Witness Date

[Signature] 7/12/21  
Witness Date

[Signature] 7/16/2021  
City Attorney Date

[Signature] 7/19/21  
Mayor Date

[Signature] 7/12/21  
City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we CAPITOL UNDERGROUND, INC. as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION FOURTEEN THOUSAND THREE HUNDRED NINETEEN AND 87/100 (\$1,014,319.87)** 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:

**HOOKER AVENUE, SHERIDAN DRIVE, STEENSLAND DRIVE RESURFACING  
ASSESSMENT DISTRICT - 2021  
CONTRACT NO. 8565**

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 7th day of July, 2021

Countersigned:

Y.S. Wick

Witness

[Signature]

Secretary

CAPITOL UNDERGROUND, INC.

Company Name (Principal)

Gordon Maraske

President

Seal

Approved as to form:

Michael Haas

City Attorney

Western Surety Company

Surety

Seal

Salary Employee

Commission

By

Tracy M. Krause

Attorney-in-Fact Tracy M. Krause

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8996012 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 7, 2021  
Date

Tracy M. Krause  
Agent Signature Tracy M. Krause



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Travis J Schreiber, Tracy M Krause, Individually**

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of January, 2020.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

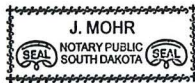
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of July, 2021.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.