

\$1,484,605.46
FILE

BID OF CAPITOL UNDERGROUND, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7837

MUNIS NO. 11103

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 21, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7837

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTINGF-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT H-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1

This Proposal, and Agreement have
been prepared by:

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



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

RFP: jw

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7837
SBE GOAL	6%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	FEBRUARY 17, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	FEBRUARY 17, 2017
BID SUBMISSION (1:00 P.M.)	FEBRUARY 24, 2017
BID OPEN (1:30 P.M.)	FEBRUARY 24, 2017
PUBLISHED IN WSJ	FEBRUARY 10 & 17, 2017

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7837

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 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main and services, sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, pulverizing & shaping existing asphalt pavement, placement of new asphalt pavement, street lighting, and sidewalk.

The project limits for the work are on Langdon St. from N. Lake St. to N. Carroll St. The project is approximately 2350 ft. in length.

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 104.6 DECREASED AND DELETED ITEMS

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

SECTION 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

Existing Items to Remain

The Contractor shall use care around existing trees, exposed aggregate concrete terrace, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the

Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

Other than when specifically required to complete the work as set forth on the plans (replacement areas due to grade changes or for laterals), all exposed aggregate concrete terrace areas are to remain, and any damages to those areas shall be repaired by the contractor at no additional cost to the City.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits as set forth in Maintenance of Traffic. All means necessary to maintain this access shall be considered incidental to the project. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

Coordination with Utilities

MG&E is planning to replace the gas main throughout the entire project limits. They plan to start their work in advance of the project, starting at Lake St. and progressing east. However, it is expected that MG&E will likely be on site still completing this gas main work at the start of the project. The current schedule is to start the gas main replacement work at the end of April, and it is estimated that this work will take approximately 4-5 weeks to complete. The new gas main will be located under the sidewalk. Contact John Wichern (252-1563 or jwichern@mge.com) with questions about the gas main replacement.

During construction, MG&E electric is planning to install new conduits, adjacent to their existing duct package. This conduit will not be concrete encased and no additional manholes will be installed as part of this work. The Contractor shall coordinate with MG&E to provide time and space for this conduit to be installed. If the roadway is not fully excavated in the areas of this new conduit, MG&E will be responsible for replacement of roadway base material. Contact Mark Bohm (252-4730 or mbohm@mge.com) with questions on the electrical duct package work.

During construction AT&T plans to install new conduit, likely in a joint trench with MG&E, and this work will also not include any new manhole installations. The Contractor shall coordinate with AT&T to provide time and space for this conduit to be installed. Contact Carol Anason (608-252-2385 or ca2624@att.com) with questions related to AT&T's work.

There are also a number of manholes and other structures within the pavement area that may require adjustment by the private utility companies. The Contractor shall coordinate with those companies as necessary, and with sufficient advanced notice, to complete the adjustment work.

Coordination with City

In the area of the terrace pavers on Langdon St., west of Lake St., the Contractor shall coordinate with City Traffic Engineering and the Parking Utility to finalize locations of signs and parking stall marker posts. These locations shall have concrete pads installed to allow for installation of the posts follow completion of the terrace work.

The contractor will complete the ULOs as stated under Bid Item 50801 Utility Line Openings specifications in advance of construction between acceptance of bid and no later than May 5th, 2017 to expedite storm sewer design and approvals. ULOs are being completed for an alternate storm sewer layout as needed to cross the existing private utilities within the Langdon Street right-of-way.

Meetings

Prior to construction, the Contractor shall attend a public preconstruction meeting at a date and location to be determined. The Contractor shall have a project schedule prepared prior to this meeting so that the project schedule can be discussed with the attendees.

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.

BID ITEM 10725 – ALTERNATE BUSINESS ACCESS SIGNS

The Contractor shall provide Alternate Business Access signs as necessary to help provide route finding for vehicles while construction activities cause potential confusion as to the open route to businesses. These may be required even when the best route is through the construction by means of local access. The Contractor shall coordinate with businesses as necessary to provide business name placards to be attached to the Alternate Business Access signs. The signs shall be re-used and relocated as necessary depending on the best route to use to get to the businesses.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Langdon Street may be closed to thru traffic between Lake Street and Carroll Street.

Work west of Lake Street shall only occur between the hours of 7:00 a.m. and 3:30 p.m., Monday through Thursday. No work shall take place west of Lake Street Friday thru Sunday due to increased inter-city bus activity on those days. The contractor shall bag the five metered parking spaces on the south side of Langdon Street, between the midblock pedestrian crossing and the inter-city bus zone to provide space for inter-city buses to continue to use that area as a loading zone during construction.

Maintain traffic at Lake St. at all times. Metro Buses use northbound Lake St. and left on to westbound Langdon and inter-city buses use eastbound Langdon, right on to southbound Lake St. Due to these movements, asphalt paving in the Lake St. area will not be allowed on a Friday.

One changeable message board shall be installed in each direction of traffic on Langdon Street for the 7 days prior to the start of construction, notifying motorists of the construction. Electronic message boards shall be paid for as separate bid items.

LANGDON
TO BE
CLOSED

STARTING
MONDAY
5/15

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

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may 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. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

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, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

Emergency vehicle access shall be maintained at all times.

Maintain local access from at least one end of Langdon Street at all times. Provide 48 hours' notice of change of access to all residents on Langdon Street and the streets to the north of Langdon Street, which include Lake Street, Frances Street, Howard Place, Lakelawn Place, Henry Street, Iota Court, and Carroll Street.

The Graduate Hotel, 601 Langdon Street, needs access at all times. Changes in access to the hotel shall be provided to the hotel management at least 48 hours in advance.

"ROAD CLOSED TO THRU TRAFFIC" signs on type III barricades shall be placed at N Henry St & W Gilman St intersection, the N Carroll St & W Gilman St intersection, the Wisconsin Ave & W Gilman St intersection, and the Wisconsin Ave & Gorham St intersection.

Maintain sidewalk on at least one side of the street. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36.

Maintain pedestrian movements crossing the construction zone at all intersections, except under direction of the Construction Engineer. Pedestrian crossings of intersections shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of rubber mats to provide a flat, clearly-defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area.

Construction equipment or materials shall not 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.

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

While performing the ULOs in advance of the start of the contract, the Contractor shall maintain two-way traffic on Langdon St., and this may be achieved by use of flag persons. ULOs shall be completed during off-peak travel times, 8:30am to 4:00pm. When necessary to complete the ULOs, parking may be removed; contact City of Madison Parking-Utility in advance of the work to obtain meter bags/hoods.

The Contractor shall be aware that moving activity will be starting in the Langdon St. area by early August. When necessary, the Contractor shall coordinate with properties to provide access for the residents to move in/out.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, including overhead 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 two working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all closure of streets. Notify Madison Metro one week prior to street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Katie Sellner (608) 261-9633.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

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

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit.

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

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

BID ITEM 10911 – MOBILIZATION

In order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the project, work under this contract will require multiple mobilizations for various aspects of the work, including the concrete sidewalk, curb and asphalt paving work.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on MAY 30, 2017. All work under this contract shall be completed by AUGUST 11, 2017.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer; however, depending on the expected schedule for work that is to take place on Gorham St., it may not be possible to start work prior to the noted date.

This project includes on interim completion date, and full liquidated damages shall apply to this interim completion date. All work leading up to and including the lower layer of asphalt pavement shall be completed on the portion of the project from the west terminus (west of N. Lake St.) through the intersection with N. Frances St. shall be completed on or prior to **JULY 7, 2017**. This includes sidewalk & terrace restoration as well as tree grate installation and coordination with City Forestry for tree plantings.

As indicated in Section 105.12, it is expected that Utility Line Openings will be completed prior to the actual start date of this contract so that the design of the storm sewer can be finalized. The Contractor may proceed with that work after providing advanced notice to the City, provided that a signed contract is in place and all traffic control requirements are met.

SECTION 109.9**LIQUIDATED DAMAGES**

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work within the specified timeframe or by the specified interim completion date shall be \$1,500 per calendar day.

BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER

In locations where there is a second curb within the terrace behind the street curb and gutter, removal of the second curb shall be measured and paid under this bid and removal of the concrete portion between the second curb and the typical street curb shall be included with the measurement and payment of the removal of the second curb and will not be paid separately.

BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE

Removal of pavers shall be measured and paid as remove concrete sidewalk & drive.

BID ITEM 20336 PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction Latest 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 a sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

BID ITEM 20701 – TERRACE SEEDING**BID ITEM 21063 – EROSION MATTING, CLASS I, TYPE A – ORGANIC**

These bid items shall be used to restore the terraces around existing trees in the portion of the project that is to be restored with sod. Place topsoil around the trees in a manner that minimizes root damage (paid under Topsoil), note that the full depth of the topsoil may not be able to be placed around the tree. Then place the terrace seeding and erosion matting.

BID ITEM 21013 – 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.

BID ITEM 30342 – TREE GRATE 4'X8' (INCLUDING FRAME)

The Contractor shall coordinate with City Forestry to excavate out the tree grate areas so that City Forestry can plant new trees and backfill the new plantings. The excavation for the tree planting shall be completed as indicated on Standard Detail 2.02, which shall be the entire area of the tree grate and to a depth of approximately 3 ft. The final depth will depend on the size of the root ball of the new tree planting, so the Contractor shall verify the depth with City Forestry.

ARTICLE 500

SEWERS AND SEWER STRUCTURES

The sewer designer for this project is Jojo O'Brien. She may be contacted at (608) 266-9721 or jo'brien@cityofmadison.com.

Contractor shall review Boring Logs provided; removal of any boulders encountered in sewer trenches shall be considered incidental to the item of work.

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 1076 lineal feet of 12" RCP and 228 lineal feet of 15" RCP to inlets that will replace existing storm scuppers at locations shown on the plan and in accordance with these specifications. Due to potential significant utility conflicts, the final layout of the storm sewer will be verified following the ULO work as described in section 105.12.

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

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

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

SANITARY SEWER GENERAL

This project consists of the installation of 530.5 LF of 12" diameter ASTM D3034 SDR-35, 87 LF of 8" diameter ASTM D3034 SDR 35/SDR-26, 80.5 LF of 10" ASTM D3034 SDR 35 and 279 LF of sanitary lateral. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications

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

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.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in

the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

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

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed including asbestos cement and cast-in-place pipe removal.

Any utility tunneling required shall be considered incidental to the pipe being installed.

BID ITEM 50353 SANITARY SEWER LATERAL

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

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

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

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

BID ITEM 50354 RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35, SDR 26). Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Lateral connections connecting to sewer access structures

shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. 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.

ARTICLE 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

This project consists of water main improvements on Langdon St., from the Lake St. intersection to the Carroll St. intersection. Langdon St. currently has two parallel water main lines; a 10-inch ductile-iron main from the 1980's, and a line consisting of 4-inch to 8-inch cast iron water main from the 1880's. A general outline of the work is as follows:

- Reconnect existing services from the parallel 1880's cast-iron water main to the 1980's ductile iron water main, where applicable.
- Abandon the existing 1880's cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on the existing 1880's cast-iron water main and on any abandoned services.
- Adjust existing valve boxes on the 1980's ductile iron water main and on all active services.

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

Apply Type IV trench patching (Bid Item 50227) to all areas within the repaving limits where water main excavations are required.

ARTICLE 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2017 Edition*.

BID ITEM 70056 – RECONNECT 1-INCH SERVICE LATERAL

BID ITEM 70057 – RECONNECT 1 ½-INCH SERVICE LATERAL

BID ITEM 70058 – RECONNECT 2-INCH SERVICE LATERAL

Reconnect all active services to the existing 10-inch water main as shown on the plans. Sequence service reconnections in a manner that minimizes the number of shutoffs to affected properties.

BID ITEM 90001 – C1 CONCRETE SIDEWALK, 7-INCH

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

MATERIALS

The concrete mix design shall be as follows per cubic yard:

Cement: 575 lbs

Fine Aggregate: 950 lbs

Upper Canadian Black Granite (½ x ¼) or Starlite Black Granite (9/16 x 3/16): 752.5 lbs

Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

Sieve Analysis

Upper Canadian Black Granite

Sieve Size	% Passing
9/16"	100%
0.53"	98.5%
7/16"	84.7%
5/8"	65.8%
¼"	14.2%
#4	1.0%

Starlite Black Granite

Sieve Size	% Passing
9/16"	98%
3/8"	66%
3/16"	12%
#8	0%

Colonial Red Granite

Sieve Size	% Passing
9/16"	98.0%
3/8"	67.0%
#4	13.0%
#8	3.0%
#16	<1.0%

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

CONSTRUCTION

Placing and Finishing Concrete. Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. The Contractor shall provide water for use in spraying the surface and should not assume that water will be provided by the City. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary ¼-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 7-Inch shall be doweled into all existing and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Details 3.10 and 3.11 of the City of Madison Standard Specifications

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management standard specifications.

Interface between C1 Concrete Sidewalk 7-Inch and 7" Concrete Sidewalk & Drive shall have foam expansion joint and caulk seal, which are incidental to this item.

All permanent mainline sidewalk shall be placed within 30 days of removal of existing mainline sidewalk.

METHOD OF MEASUREMENT

C1 Concrete Sidewalk 7-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

C1 Concrete Sidewalk 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in construction concrete sidewalks as specified in the contract.

BID ITEM 90002 – BRICK PAVERS ON CONCRETE BASE

DESCRIPTION

This bid item includes all materials, excavations, labor, equipment, hauling, storage and incidentals necessary to install Brick Pavers on Concrete Base at the locations indicated on the plans.

The pavers are to be installed per the detail drawings. All base materials, including crushed stone, concrete sidewalk and asphalt settling bed shall be considered incidental to this bid item.

MATERIALS

Brick pavers shall match the size and color of the pavers recently installed immediately to the west, which were Unilock, Hollandstone 4x8 pavers, or approved equal.

Asphalt setting bed shall comply with Standard Specifications, and as follows: Coarse to fine sand aggregates, 7% Asphalt content, 82 Lbs./sq. yd., ¾" thick.

Neoprene-Modified asphalt adhesive:

Mastic: (asphalt adhesive: Karnak #230 2%Neo-asphalt, or as approved by Engineer)

Solids (base)	75 + 1%
Lbs./Gal.	8-8.5 lbs.
Solvent	Varsol (over 100 deg. F. flash)

Base: (2% neoprene, 10% fibers, 88% asphalt)
Melting point – ASTM D-36 200 deg. F. Minimum
Penetration – 77 deg. F 100 gram load
5. second (.1 m.m.) 23-27
Ductility – ASTM D-133-44

Concrete sub-slab shall comply with Standard Specification for 7-Inch Concrete Sidewalk.

Joint filler shall be polymeric sand. Contractor shall provide application instructions and sample for approval by Engineer prior to installation. Apply per manufacturer instructions.

CONSTRUCTION

The Contractor shall excavate the area to appropriate depth as shown on the detail drawings and place and compact the crushed aggregate gradation 3 base material. Install concrete sub-slab per the specifications for 7-Inch Concrete Sidewalk.

To install pavers, place $\frac{3}{4}$ " deep control bars directly over the concrete sub-slab. Adjust to proper grade. Set two bars parallel to each other approximately 11 feet apart to serve as guides for a striking board 12 ft. in length. The depth control bars shall be set carefully to bring the pavers when laid to proper grade.

Place asphalt setting bed between control bars. Pull this bed with the striking board over the bars several times. After each passage, low porous spots shall be showered with fresh asphalt material to produce a smooth, firm and even setting bed. Carefully fill depressions that remain after removing the depth control bars.

The setting bed shall be rolled to a nominal depth of $\frac{3}{4}$ " while still hot. The thickness shall be adjusted so that the pavers will be at the required finished grade.

A coating of 2% neoprene-modified asphalt adhesive shall be applied over the top surface of the asphalt setting bed. Squeegee or trowel over top surface. Trowel serrations shall not exceed $\frac{1}{16}$ " in height.

Lay pavers to match the pattern that was established by the previous project immediately to the west of the pavers being installed under this contract.

In all cases, joints shall not exceed $\frac{1}{8}$ ". To obtain a smooth even surface, cover pavers with $\frac{1}{2}$ " plywood or other sheathing and roll with roller to level paver surface. After final compaction, surface shall be flush with adjacent surfaces, true to grade, and shall not vary by more than $\frac{1}{4}$ " when tested with a 10' straight edge in any location. Polymeric sand mixture shall be placed directly into joints until completely filled. All openings over $\frac{3}{16}$ " shall be filled. Remove excess material and clean surface.

Within the area of the pavers, concrete pads will need to be installed for setting of parking stall markers and street signs. The contractor shall coordinate with City Traffic Engineering and City Parking Utility to determine the final location of these concrete pads. Each pad shall be 18"x18" and must be level with the top surface of the pavers. The Concrete pads shall be formed and poured with the concrete base for the pavers, and the pads will be measured and paid as part of the measured area of the brick pavers.

METHOD OF MEASUREMENT

Brick Pavers on Concrete Base shall be measured by the square foot, removed, installed and accepted in place, including concrete pads for parking stall markers and signs.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price, which price shall be payment in full for removing and salvaging existing pavers, removing base materials as necessary, and reinstalling pavers including subgrade preparation, concrete sub-slab, asphalt setting bed; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90003 – DECOMPOSED GRANITE

DESCRIPTION

This bid item is to provide decomposed granite for the tree openings where the trees are too large for tree grates, or to restore existing areas that have been treated with decomposed granite. Provide uniform 4" depth to surface of tree opening. Full 4" depth may not be possible at all locations due to tree roots. Do not damage tree roots for installation of Decomposed Granite.

MATERIALS

Decomposed Granite is to be orange/red in color. Contractor shall submit sample to Engineer prior to ordering or installing.

METHOD OF MEASUREMENT

Decomposed Granite shall be measured by square foot of installed material.

BASIS OF PAYMENT

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

BID ITEM 90004 – REMOVE, SALVAGE AND RE-INSTALL SINGLE CHAIN FENCE

DESCRIPTION

This Bid Item includes all labor, equipment and incidentals necessary to Remove, Salvage and Re-install Single Chain Fence at the locations indicated on the plans.

The Contractor shall remove the existing single chain fence, including the posts without causing any damage to the chain fencing or posts; if the Contractor causes any damage to the chain fencing or posts, the damaged portions shall be repaired or replaced at no additional cost to the City. Once removed, the Contractor shall store the single chain fence in a secure location from the time it is removed and until it is re-installed. It is the Contractor's responsibility to ensure that the fencing is not stolen or lost when removed. If stolen or lost, the Contractor shall replace the single chain fencing at no additional cost to the City.

The Contractor shall re-install the single chain fence in the same manner that it was installed prior to this work. It is assumed that each post will be re-installed prior to pouring the terrace concrete.

It is advised that the Contractor take photos and measurements of the single chain fence to verify that the fence is re-installed in the same locations as prior to construction.

METHOD OF MEASUREMENT

Remove, Salvage and Re-install Single Chain Fence shall be measured by the Linear Foot acceptably completed.

BASIS OF PAYMENT

Remove, Salvage and Re-install Single Chain Fence, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, hauling, storage and incidentals necessary to acceptably complete the work as described.

BID ITEM 90005 – REMOVE, SALVAGE AND RE-INSTALL TREE GRATE WITH NEW FRAME (4'X8')

DESCRIPTION

This Bid Item includes all labor, equipment and incidentals necessary to Remove, Salvage and Re-install Tree Grates with a new frame at the locations indicated on the plans or as directed by the engineer for completion of utility work. Approximate dimensions of the tree grates are as indicated in the item title.

The Contractor shall remove the existing cast iron tree grate plates without causing any damage to the grates; if the Contractor causes any damage to the grates, the damaged grates shall be repaired or replaced at no additional cost to the City.

Once removed, the Contractor shall store the grates in a secure location from the time it is removed and until re-installed. It is the Contractor's responsibility to ensure that the grates are not stolen or lost when removed. If the grates are stolen or lost, the Contractor shall replace them at no additional cost to the City.

The Contractor shall provide and install a new cast iron tree grate frame matching the dimensions, casting type, style and color of the grates that were removed and salvaged. The Contractor may salvage and re-use the existing frame if it can be removed from the surrounding concrete without being damaged or bent in any manner. Otherwise, removal of the tree grate frame, per Part 2 of the Standard Specifications, shall be considered incidental to this bid item. The Contractor shall install the tree grate frame and salvage grates per the manufacturer's specifications and shall coordinate with the Engineer and City Forestry to place the tree grate in the proper location.

METHOD OF MEASUREMENT

Remove, Salvage and Re-install Tree Grate with New Frame shall be measured by the Each unit acceptably completed.

BASIS OF PAYMENT

Remove, Salvage and Re-install Tree Grate with New Frame, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, materials, hauling, and incidentals necessary to acceptably complete the work as described.

BID ITEM 90006 – REMOVE RETAINING WALL

DESCRIPTION

This bid item includes all work, equipment, hauling, and grading necessary to Remove Retaining Walls at the locations indicated on the plans or as directed by the engineer. All work under this item shall be performed per Article 203 of Standard Specifications.

This bid item shall be used for removal of any block, stone or concrete walls. This bid item also includes all work necessary to grade the area contained by the walls to be even with the proposed street grades and to be suitable for concrete walk or sod installation. Removal of miscellaneous structures on the walls including any timber planters, wood fencing, or remaining landscaping shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Remove Retaining Wall shall be measured by the Square Foot of exposed outside face of the walls acceptably removed.

BASIS OF PAYMENT

Remove Retaining Wall, as measured above, shall be paid at the contract unit price which shall be full compensation for labor, equipment, materials, hauling, and incidentals necessary to acceptably complete the work as described.

BID ITEM 90007 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Any temporary ramps necessary to provide for temporary crosswalks shall be considered incidental to this item. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

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

CONSTRUCTION

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

MEASUREMENT

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

PAYMENT

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

BID ITEM 90008 - CRACK AND DAMAGE SURVEY

DESCRIPTION

This special provision describes conducting a crack and damage survey at 121 Langdon St., 610 N. Henry St., 16 Langdon St., 511 N. Carroll St., and 514 N. Carroll St., which are landmarked properties.

The survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

CONSTRUCTION METHODS

Prior to any construction activities, the Contractor shall provide notice to residents of work to be completed and thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a

record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be submitted as a pdf document on CD.

The photographs shall be taken producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be digital photographs with photograph time and date stamp details on each picture. Photographs shall be submitted with reports.

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

In lieu of photographs, a video may be used provided it produces the clarity required to perform this work. Videos shall be provided on the CD with the reports.

MEASUREMENT

Crack and Damage Survey will be measured by the unit, each, for accepted reports.

BASIS OF PAYMENT

Payment is full compensation for providing the before and after written reports, photographs or videotapes; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90031 SLURRY BACKFILL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to install digable slurry backfill where proposed sewer main crosses utility duct crossings where sewer main is being tunneled. Slurry backfill shall be installed from the bottom of trench to the bottom the storm box. Select backfill (See Bid Item 50212) shall be used to backfill from the top of the slurry to the finished grade on both sides of the storm box. Slurry backfill shall be allowed to completely dry before select backfill is placed.

SLURRY SPECIFICATION

The contractor shall fill between pipes in accord with the description above and using the following slurry mix:

2700 lbs. -	sand
25 lbs -	Portland cement
300 lbs -	C-ash
50 gal. -	water

This is a design mix for one (1) cubic yard, for flowable design requirements.

Also included with this bid item will be applying injection grout/ bentonite to exposed storm box joints if any are exposed during construction of the sewer/ tunneling.

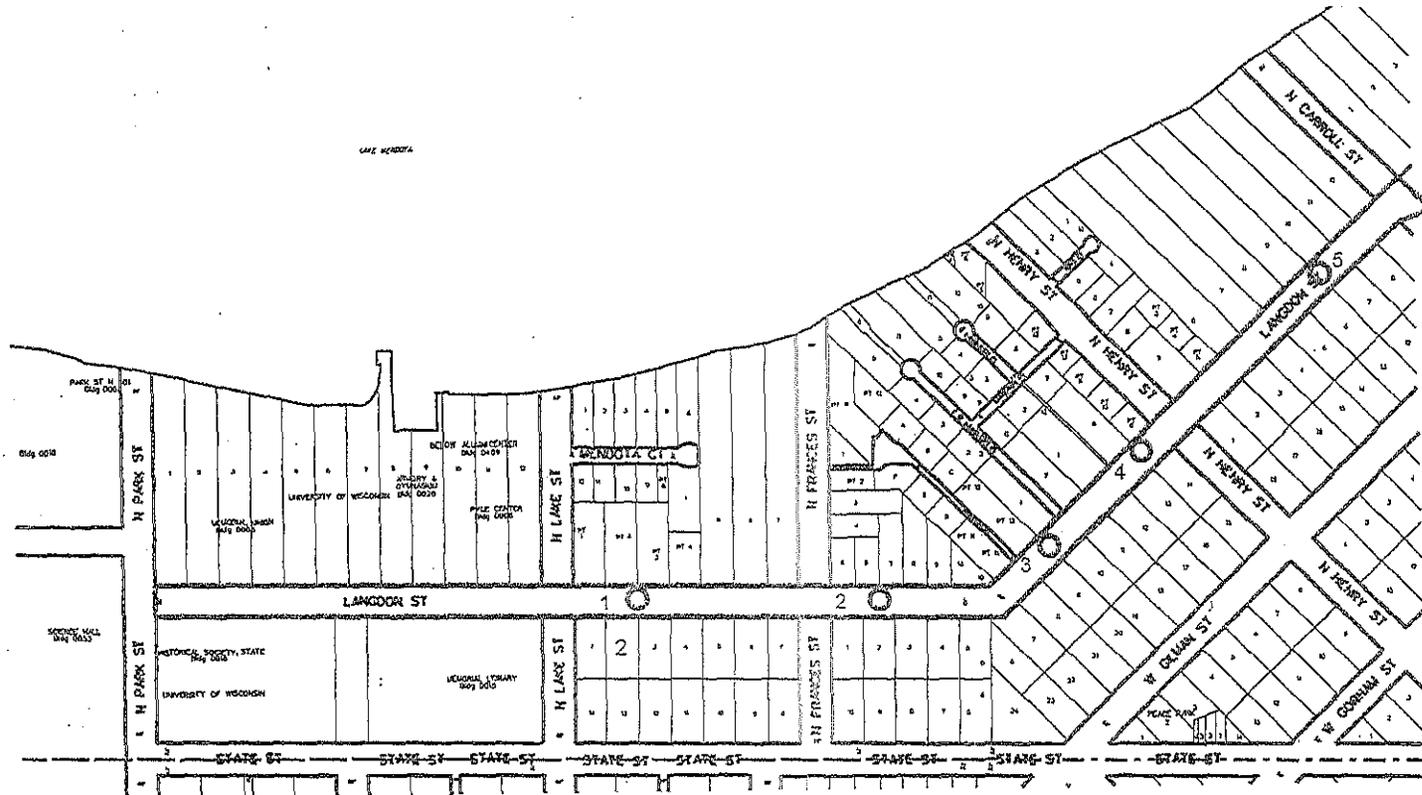
Also included with this bid item will be the 2" thick 4'x8' of Styrofoam below the storm box and above the proposed sewer. Insulation shall be installed in accordance with City of Madison Standard Detail Drawing 7.05..

METHOD OF MEASUREMENT

Slurry Backfill shall be measured by the trench foot for the width of the storm box being crossed.

BASIS OF PAYMENT

Slurry Backfill shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.



Legend

○ Denotes Boring Location (approximate)

Notes

1. Soil borings performed by Badger State Drilling in December 2015

<p>DWN: - APP'D: MNS Date: 12/15 C15051-31</p>				<p>CGC, Inc.</p>		<p>SOIL BORING LOCATION PLAN Langdon Street Madison, Wisconsin</p>	
---	--	--	--	-------------------------	--	---	--



LOG OF TEST BORING

Project Langdon Street
140'E of Lake, 12'N of CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C15051-31
 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.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/8 in. Base Course					
1.		12	M	4		FILL: Brown Clay to 2 ft	(0.5)				
						Brown Sand with Silt, Gravel and Clay to 5 ft					
2		14	M	24		Gray Silty Sand with Gravel and Clay to 8 ft					
3		18	M	31							
4		14	M	22		Medium Dense to Very Dense, Brown Fine to Medium Sand, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
5		10	M	79/7"							
						End Boring at 15 ft					
						Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	_____	Start	12/2/15	End	12/2/15	
Time After Drilling	_____	_____	_____	_____	Driller	BSD	Chief	MC	Rig CME-55
Depth to Water	_____	_____	_____	_____	Logger	DC	Editor	ESF	
Depth to Cave in	_____	_____	_____	_____	Drill Method	2.25" HSA; Autohammer			

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



LOG OF TEST BORING

Project Langdon Street
125'E of Frances, 12'N of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C15051-31
 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.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					6 in. Asphalt Pavement/7 in. Base Course						
1		14	M	21	FILL: Brown Sand with Silt, Gravel and Clay						
2		8	M	19	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)						
3		7	M	14							
4		18	M	15							
5		18	M	26							
					End Boring at 15 ft						
					Backfilled with Bentonite Chips and Asphalt Patch						

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	_____	Start	12/2/15	End	12/2/15		
Time After Drilling	_____			_____	Driller	BSD	Chief	MC	Rig	CME-55
Depth to Water	_____			_____	Logger	DC	Editor	ESF		
Depth to Cave in	_____			_____	Drill Method	2.25" HSA; Autohammer				
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>										



LOG OF TEST BORING

Project Langdon Street
90'NE of W. Lakelawn, 12'NW of CL
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C15051-31
 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
					6 in. Asphalt Pavement/6 in. Base Course					
1	16	M	15		FILL: Brown Sand with Silt, Gravel and Clay					
2	3	M	4							
3	8	M	13							
4	12	M	28		Medium Dense to Very Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt (SM/GM)					
5	16	M	56		End Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/2/15 End 12/2/15
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Langdon Street
 Location 100'SW of Henry, 12'NW of CL
Madison, WI

Boring No. 4
 Surface Elevation (ft) _____
 Job No. C15051-31
 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.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					6 in. Asphalt Pavement/4 in. Base Course					
1		12	M	11	FILL: Brown Sand with Silt, Gravel and Clay					
2		18	M	15						
3		18	M	26	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
4		18	M	32						
5		0	M	30/7"						
					End Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/2/15 End 12/2/15
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Langdon Street
170'SW of Carroll, 12'NW of CL
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) _____
 Job No. C15051-31
 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.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					4.5 in. Asphalt Pavement/8 in. Base Course					
1	█	4	M	13	FILL: Brown Sand with Silt, Gravel and Clay					
2	█	0	M	25						
3	█	18	M	23	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
4	█	18	M	34						
5	█	0	M	50/1"	End Boring at 13.6 ft Due to Auger Refusal on Presumed Boulder					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 12/3/15 End _____
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Langdon Street
 Location 175'SW of Carroll, 12'NW of CL
Madison, WI

Boring No. 5X
 Surface Elevation (ft) _____
 Job No. C15051-31
 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
				0	X	8 in. Asphalt Pavement/6 in. Base Course				
1	12	M	7	7	.	Loose to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM) (Possible Fill to 3 ft)				
2	0	M	50/1"	50/1"	.					
				5	.	End Boring at 5 ft Due to Auger Refusal on Presumed Boulder Backfilled with Soil Cuttings and Asphalt Patch Moved 5'NE and Performed B5				
				10	.					
				15	.					
				20	.					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>12/2/15</u> End <u>12/2/15</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>DC</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.	



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

Assistant City Engineer
Michael R. Dalley, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan.

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

Financial Manager
Steven B. Danner-Rivers

February 22, 2017

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 7837

LANGDON STREET RESURFACING
ASSESSMENT DISTRICT - 2017

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

PROPOSAL:

A summary of the changes to the proposal are as follows:

Action	Bid Item	Description	Original Quantity	New Quantity
ADD	60401	CONSTRUCT LB-1 BASE	0 EACH	4 EACH

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

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

<http://www.bidexpress.com>

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


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

RFP:jmw

SECTION E: BIDDERS ACKNOWLEDGEMENT

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7837

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 - 2016 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. 1 through 1 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]
SIGNATURE

P.M.

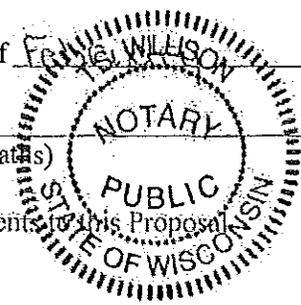
TITLE, IF ANY

Sworn and subscribed to before me this 24th day of FRIDAY, 2017.

[Signature]
(Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/6/20

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



Contract 7837 – 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).

Section F: Best Value Contracting (BVC) Fillable Online Form

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. 7837
LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017

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

2/24/17

Date

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7837
DATE: 2/24/17

Capitol Underground, Inc.

Item	Quantity	Price	Extension	
Section B: Proposal Page				
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$12,250.00	\$12,250.00	
10725.0 - ALTERNATE BUSINESS ACCESS SIGN - DAYS	90.00	\$10.00	\$900.00	
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$108,000.00	\$108,000.00	
20101.0 - EXCAVATION CUT	- C.Y.	700.00	\$26.89	\$18,823.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	300.00	\$1.20	\$360.00	
20219.0 - BREAKER RUN - TON	300.00	\$10.76	\$3,228.00	
20221.0 - TOPSOIL - S.Y.	520.00	\$3.85	\$2,002.00	
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DERTH - L.F.	100.00	\$2.00	\$200.00	
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1950.00	\$4.80	\$9,360.00	
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	18500.00	\$2.04	\$37,740.00	
20324.0 - REMOVE CONCRETE STEPS - S.F.	100.00	\$10.80	\$1,080.00	
20327.0 - REMOVE TREE GRATE - EACH	12.00	\$168.00	\$2,016.00	
20401.0 - CLEARING - I.D.	85.00	\$35.00	\$2,975.00	
20402.0 - GRUBBING - I.D.	85.00	\$35.00	\$2,975.00	
20701.0 - TERRACE SEEDING - S.Y.	120.00	\$6.00	\$720.00	
20801.0 - SODDING - S.Y.	400.00	\$11.45	\$4,580.00	
20850.0 - SOD DROUGHT WATERING - EACH	2.00	\$1,100.00	\$2,200.00	
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	120.00	\$4.00	\$480.00	
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	1350.00	\$36.52	\$49,302.00	
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	310.00	\$42.57	\$13,196.70	
30301.0 - 5" CONCRETE SIDEWALK - S.F.	8450.00	\$6.23	\$52,643.50	
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	5200.00	\$7.26	\$37,752.00	
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	16.00	\$30.00	\$480.00	
30342.0 - TREE GRATE 4'X8' (INCLUDING FRAME) - EACH	6.00	\$3,370.00	\$20,220.00	
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	600.00	\$18.49	\$11,094.00	
40201.0 - HMA PAVEMENT TYPE E-3 - TON	2420.00	\$51.59	\$124,847.80	
40311.0 - PULVERIZE AND SHAPE - S.Y.	7650.00	\$0.81	\$6,196.50	
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	500.00	\$1.00	\$500.00	
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	530.00	\$1.00	\$530.00	
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	40.00	\$1.40	\$56.00	
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	580.00	\$6.90	\$4,002.00	
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	120.00	\$8.00	\$960.00	
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	100.00	\$9.00	\$900.00	
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	2.00	\$180.00	\$360.00	
90001.0 - C1 CONCRETE SIDEWALK 7-INCH - S.F.	3150.00	\$22.72	\$71,568.00	
90002.0 - BRICK PAVERS ON CONCRETE BASE - S.F.	2400.00	\$29.45	\$70,680.00	
90003.0 - DECOMPOSED GRANITE - S.F.	100.00	\$3.80	\$380.00	
90004.0 - REMOVE, SALVAGE & REINSTALL CHAIN FENCING - L.F.	130.00	\$30.00	\$3,900.00	

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7837

DATE: 2/24/17

Capitol Underground, Inc.

Item	Quantity	Price	Extension
90005.0 - REMOVE, SALVAGE & REINSTALL TREE GRATE WITH NEW FRAME (4'X8') - EACH	1.00	\$2,000.00	\$2,000.00
90006.0 - REMOVE RETAINING WALL - S.F.	150.00	\$15.00	\$2,250.00
90007.0 - TEMPORARY SIDEWALK ACCESS - EACH	10.00	\$2,100.00	\$21,000.00
90008.0 - CRACK AND DAMAGE SURVEY - EACH	5.00	\$2,000.00	\$10,000.00
20217.0 - CLEAR STONE - TON	600.00	\$3.60	\$2,160.00
20313.0 - REMOVE INLET - EACH	9.00	\$444.00	\$3,996.00
20503.0 - ADJUST INLET - EACH	6.00	\$300.00	\$1,800.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$144.00	\$720.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$300.00	\$600.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$480.00	\$480.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$2,376.00	\$2,376.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	4.00	\$234.00	\$936.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	20.00	\$4.50	\$90.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	25.00	\$72.00	\$1,800.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	50.00	\$24.00	\$1,200.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	25.00	\$42.00	\$1,050.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	15.00	\$150.00	\$2,250.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	30.00	\$24.00	\$720.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	15.00	\$42.00	\$630.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	1076.00	\$66.02	\$71,037.52
50741.0 - TYPE H INLET - EACH	13.00	\$2,181.00	\$28,353.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$7,140.00	\$7,140.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1312.00	\$0.01	\$13.12
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	236.00	\$68.00	\$16,048.00
50499.0 - CONCRETE COLLAR - EACH	2.00	\$675.00	\$1,350.00
50792.0 - STORM SEWER TAP - EACH	2.00	\$854.00	\$1,708.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	8.00	\$1,820.00	\$14,560.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$3,000.00	\$3,000.00
10914.0 - MOBILIZATION FOR SANITARY SEWER CONSTRUCTION - LUMP SUM	1.00	\$23,000.00	\$23,000.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	3.00	\$630.00	\$1,890.00
20314.0 - REMOVE PIPE (SANITARY) UNDISTRIBUTED - L.F.	50.00	\$36.00	\$1,800.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	0.85	\$1,750.00	\$1,487.50
20336.0 - PLUG PIPE- SANITARY(UNDISTRIBUTED) - EACH	3.00	\$430.00	\$1,290.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	8.00	\$288.00	\$2,304.00
50103.0 - RECONSTRUCT BENCH AND FLOWLINES - EACH	2.00	\$1,138.00	\$2,276.00
50212.0 - SELECT FILL FOR SANITARY SEWER - T.F.	977.00	\$0.01	\$9.77
50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35/ SDR-26 - L.F.	87.00	\$150.00	\$13,050.00
50302.0 - 10" PVC SANITARY SEWER PIPE SDR-35 - L.F.	80.50	\$151.00	\$12,155.50
50303.0 - 12" PVC SANITARY SEWER PIPE SDR-35 - L.F.	530.50	\$168.00	\$89,124.00
50353.0 - SANITARY SEWER LATERAL SDR-35/SDR-26 - L.F.	279.00	\$30.60	\$8,537.40
50354.0 - RECONNECT SANITARY LATERAL - EACH	15.00	\$5,010.00	\$75,150.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$2,100.00	\$2,100.00

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7837

DATE: 2/24/17

Capitol Underground, Inc.

Item	Quantity	Price	Extension
50390.0 - SEWER ELECTRONIC MARKERS - EACH	32.00	\$24.00	\$768.00
50701.0 - 4' DIA. SANITARY SAS - EACH	4.00	\$13,911.00	\$55,644.00
50791.0 - SANITARY SEWER TAP - EACH	5.00	\$1,334.00	\$6,670.00
90031.0 - SLURRY BACKFILL - T.F.	60.00	\$250.00	\$15,000.00
10913.0 - MOBILIZATION FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$11,970.00	\$11,970.00
40382.0 - REMOVE & REPLACE CONCRETE CURB & GUTTER, HAND PLACED - L.F.	100.00	\$55.00	\$5,500.00
40391.0 - REMOVE & REPLACE 5" THICK CONCRETE SIDEWALK - RESURFACING - S.F.	350.00	\$9.00	\$3,150.00
70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F.	90.00	\$126.00	\$11,340.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	60.00	\$109.00	\$6,540.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	110.00	\$129.00	\$14,190.00
70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH	5.00	\$1,527.00	\$7,635.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	5.00	\$1,672.00	\$8,360.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	4.00	\$2,066.00	\$8,264.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	5.00	\$2,262.00	\$11,310.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$2,140.00	\$2,140.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	3.00	\$3,492.00	\$10,476.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	26.00	\$2,245.00	\$58,370.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	6.00	\$1,570.00	\$9,420.00
70090.0 - ABANDON WATER VALVE BOX - EACH	20.00	\$150.00	\$3,000.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	2.00	\$300.00	\$600.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	40.00	\$13.20	\$528.00
70104.0 - ADJUST WATER VALVE BOX - EACH	26.00	\$168.00	\$4,368.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	2308.00	\$8.00	\$18,464.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	100.00	\$7.00	\$700.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	128.00	\$22.00	\$2,816.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	3.00	\$100.00	\$300.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	2.00	\$1,000.00	\$2,000.00
60708.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	1.00	\$1,500.00	\$1,500.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	350.00	\$5.00	\$1,750.00
60414.0 - BASE FOR MULTISPACE PARKING METER - EACH	2.00	\$300.00	\$600.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	4.00	\$300.00	\$1,200.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	4857.00	\$7.95	\$38,613.15
50801.0 - UTILITY LINE OPENING (ULO) - EACH	56.00	\$600.00	\$33,600.00
60261.0 - ELECTRICAL TRENCH - L.F.	2630.00	\$4.00	\$10,520.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	3.00	\$800.00	\$2,400.00
60401 - CONSTRUCT LB-1 BASE - EACH	4.00	\$500.00	\$2,000.00
116 Items	Totals		\$1,484,605.46



Department of Public Works
City Engineering Division

608 266 4751

Larry D. Nelson, P.E.
City Engineer

Deputy City Engineer
Robert F. Phillips, P.E.
Principal Engineers
Michael R. DeJoy, P.E.
Christina M. Bachmann, P.E.
John S. Fahmy, P.E.
Gregory T. Fries, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Willnoy, A.I.A.
Operations Supervisor
Kathleen M. Cryan
Hydrogeologist
Joseph L. DeMorell, P.G.
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

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, 2016 through January 31, 2018.

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.

Project:

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD - VALID (FROM/TO) February 1, 2016 to January 31, 2018
NAME OF SURETY Western Surety Company
NAME OF CONTRACTOR Capitol Underground, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

12/9/15
DATE

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, John W Walsh, Ross S Squires, 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 30th day of June, 2015.



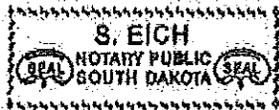
WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of June, 2015, before me personally came Paul T. Bruffat, 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
February 12, 2021



S. Eich
S. Eich, 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 December, 2015.



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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of MARCH in the year Two Thousand and Seventeen 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 MARCH 21, 2017, 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:

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7837

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 FOUR HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED FIVE AND 46/100 (\$1,484,605.46) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

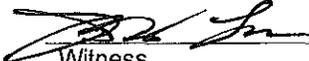
LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7837

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

Countersigned:

CAPITOL UNDERGROUND, INC.

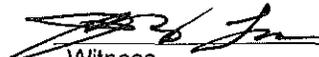
Company Name


Witness

3/22/17
Date


President

3/22/17
Date


Witness

3/22/17
Date

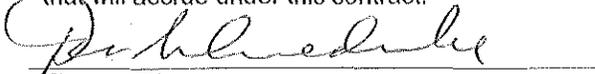

Secretary

3/22/17
Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

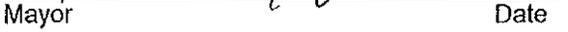

Finance Director


City Attorney

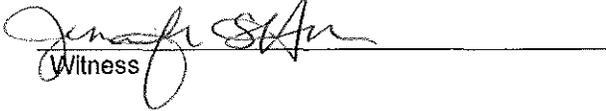
Signed this 8th day of May

20 17


Witness


Mayor

08 May 2017
Date


Witness


City Clerk

3-30-2017
Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we CAPITOL UNDERGROUND, INC., as principal, and Western Surety Company Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED FIVE AND 46/100 (\$1,484,605.46) 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:

LANGDON STREET RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7837

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

Signed and sealed this 22nd day of March, 2017

Countersigned:

CAPITOL UNDERGROUND, INC.
Company Name (Principal)

[Signature] 3/22/17
Witness

[Signature]
President Seal

[Signature]
Secretary

Approved as to form:

Western Surety Company
Surety Seal

Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact Ross B. Squires



I hereby certify that I have been duly licensed as an agent for the above company in Wisconsin under License Number 8729812 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 22, 2017
Date

[Signature]
Agent Signature

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, John W Walsh, Ross S Squires, 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 30th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of June, 2015, 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

February 12, 2021



S. Eich

S. Eich, 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 22 day of MARCH, 2017.



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.