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BID OF **CAPITOL UNDERGROUND, INC.**

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8641

PROJECT NO. 13169

MUNIS NO. 13169

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON FEBRUARY 28, 2023

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8641

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This Proposal, and Agreement have been prepared by:

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

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

JMW: AZ

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:	BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8641
SBE GOAL	15%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	DECEMBER 29, 2022
BID SUBMISSION (2:00 P.M.)	JANUARY 5, 2023
BID OPEN (2:30 P.M.)	JANUARY 5, 2023
PUBLISHED IN WSJ	DECEMBER 22, & 29, 2022

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, tlomax@cityofmadison.com.

<u>PREQUALIFICATION APPLICATION</u>: Forms are available on our website, <u>www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified</u>. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 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.citvofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be prequalified 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)I. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

Bidder is responsible for submitting all forms necessary for the City to determine compliance with State and City bidding requirements. Nothwithstanding 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 \boxtimes

Build	ding Demolition		
101 120	Asbestos Removal House Mover	110 Building Demolition	
Stre	et, Utility and Site Construction		
201	Asphalt Paving	265 Retaining Walls, Precast Modular Units	
205	Blasting	270 Retaining Walls, Reinforced Concrete	
210	Boring/Pipe Jacking	275 🛛 Sanitary, Storm Sewer and Water Main	
215	☐ Concrete Paving	Construction	
220	Con. Sidewalk/Curb & Gutter/Misc. Flat Work	276 Sawcutting	
221	Concrete Bases and Other Concrete Work	280 Sewer Lateral Drain Cleaning/Internal TV Insp.	
222	Concrete Removal	285 Sewer Lining	
225	Dredging	290 Sewer Pipe Bursting	
230	Fencing	295 Soil Borings	
235	Fiber Optic Cable/Conduit Installation	300 Soil Nailing	
240	Grading and Earthwork	305 Storm & Sanitary Sewer Laterals & Water Svc.	
241	Horizontal Saw Cutting of Sidewalk	310 Street Construction	
242	Hydro Excavating	315 Street Lighting	
243	☐ Infrared Seamless Patching	318 Tennis Court Resurfacing	
245	Landscaping, Maintenance	320 Traffic Signals	
246	☐ Ecological Restoration	325 Traffic Signing & Marking	
		223 T Transpiring/removed	
250	Landscaping, Site and Street	332 Tree pruning/removal	
251	Parking Ramp Maintenance	333 Tree, pesticide treatment of	
252	Pavement Marking	335 Trucking	
255	Pavement Sealcoating and Crack Sealing	340 Utility Transmission Lines including Natural Gas	
260	Petroleum Above/Below Ground Storage	Electrical & Communications	
	Tank Removal/Installation	399 Other	
262	☐ Playground Installer		
	ge Construction		
501	☐ Bridge Construction and/or Repair		
Build	ding Construction		
401	Floor Covering (including carpet, ceramic tile installation,	437 Metals	
	rubber, VCT	440 Painting and Wallcovering	
402	☐ Building Automation Systems	445 Plumbing	
403	☐ Concrete	450 Pump Repair	
404	☐ Doors and Windows	455 Pump Systems	
405	☐ Electrical - Power, Lighting & Communications	460 ☐ Roofing and Moisture Protection	
410	☐ Elevator - Lifts	464 Tower Crane Operator	
412	Fire Suppression	461 Solar Photovoltaic/Hot Water Systems	
413	Furnishings - Furniture and Window Treatments	465 Soil/Groundwater Remediation	
415	General Building Construction, Equal or Less than \$250,000	466 Warning Sirens	
420	General Building Construction, \$250,000 to \$1,500,000	470 Water Supply Elevated Tanks	
425	General Building Construction, Over \$1,500,000	475 Water Supply Wells	
428	Glass and/or Glazing	480 Wood, Plastics & Composites - Structural &	
429	Hazardous Material Removal	Architectural	
430	Heating, Ventilating and Air Conditioning (HVAC)	499	
433	Insulation - Thermal	## H.J., HIGHE H. SHILLING H	
435	☐ Masonry/Tuck pointing		
Stat	e of Wisconsin Certifications		
1	☐ Class 5 Blaster - Blasting Operations and Activities 2500 feet	and alocar to inhabited buildings for quarries, open nite and	
'	road cuts.	and closer to inhabited buildings for quarties, open pits and	
2		and alocar to inhabited buildings for transhes, site	
2	Class 6 Blaster - Blasting Operations and Activities 2500 feet		
_	excavations, basements, underwater demolition, underground		
3	Class 7 Blaster - Blasting Operations and Activities for structu		
	the objects or purposes listed as "Class 5 Blaster or Class 6 B		
4	Petroleum Above/Below Ground Storage Tank Removal and I		
5	Hazardous Material Removal (Contractor to be certified for as		
	of Health Services, Asbestos and Lead Section (A&LS).) See		
	www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	erformance of Asbestos Abatement Certificate must be	
	attached.		
6	☐ Certification number as a Certified Arborist or Certified Tree W	orker as administered by the International Society of	
	Arboriculture		
7	Pesticide application (Certification for Commercial Applicator I		
	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 <u>ad hoc</u> basis or for only one or two contractors with whom it has a special relationship.

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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 https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> 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

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8641

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

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

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$74,000 for a single trade contract; or equal to or greater than \$360,500 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, tree removal, debris removal, existing site removals, sanitary sewer main, sanitary sewer laterals, storm sewer main, storm sewer structures, fiber line conduit, excavation, pulverize and shape existing pavement, base preparation, street lighting, curb and gutter, driveway aprons, sidewalk replacement, asphalt pavement, porous asphalt pavement, concrete pavement, and pavement marking.

The new street construction project limits on La Mariposa Lane are between West Washington Avenue and Braxton Place. The project is approximately 450 ft. in length. The new shared-use path construction project limits are between Braxton Place and Regent Street. The project is approximately 360 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 104.4 INCREASED OR DECREASED QUANTITIES

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

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

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging. No additional payment will be made, by the City of Madison, for additional mobilizations.

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

The existing Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduit crossings that are to be replaced must remain operational until temporary lighting is installed and operational.

Notify City Traffic Engineering (395-1975) once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

The existing garage partially within the right-of-way and 755 Braxton place will be removed by the owner of 755 Braxton Place ahead of construction. The concrete slab shall be removed by the Contractor as part of the project and is paid as Remove Garage Concrete Slab And Footing. The items around the garage, including snow plows, bike racks, garden tools, garbage cans, and a small garden shed will be removed by the owner ahead of construction.

Access to Properties

The Contractor shall maintain access to all properties along Braxton Place at all times. This includes local residents, commercial properties, mail delivery, garbage/recycling pickup, and emergency vehicles. Notice shall be given to the residents and property owners on Braxton Place 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to 702 Braxton Place and 1 property (23 La Mariposa Lane & 720 West Washington Avenue) at all times utilizing the Maintain Driveway Access bid item. Notice shall be given to the businesses 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to all properties along South Park Street at all times. This includes local residents, commercial properties, mail delivery, garbage/recycling pickup, and emergency vehicles. Notice shall be given to the residents and property owners on South Park Street 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to all properties along West Washington Avenue at all times. This includes local residents, commercial properties, mail delivery, garbage/recycling pickup, and emergency vehicles. Notice shall be given to the residents and property owners on West Washington Avenue 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to all properties along Regent Street at all times. This includes local residents, commercial properties, mail delivery, garbage/recycling pickup, and emergency vehicles. Notice shall be given to the residents and property owners on Regent Street 48 hours before any work is done that would obstruct their driveways.

Archeological Site

Currently, there aren't any identified Archaeology sites of interest within the project boundaries, however, due to the close proximity to a lake, there is a chance of finding archaeological materials including uncatalogued human burial sites. If any archaeological materials are found or unusual soils encountered during the project, it is recommended that all ground disturbing construction activities cease. The contractor shall consult with John Hodgson of Phase One Archaeology prior to continuing work. John Hodgson can be reached at phaseonearchaeology@gmail.com or by phone: 608-334-1828.

Existing Items to Remain

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

Construction Sequencing (Bayview Redevelopment, By Horizon Development Group, Inc.)

Construction will be completed in 3 phases.

The Contractor shall contact Horizon Development Group, Scott Kwiecinski, Development Manager, 608-354-0820, s.kwiecinski@horizondbm.com to discuss construction phasing.

Phase 1 - September 2021 - October 2022; Complete.

During phase 1 of the redevelopment, Horizon will be demolishing 2 buildings, 1 of which is along the proposed La Mariposa Lane. Phase 1 of the redevelopment is complete.

Phase 2 - November 2022 - August 2023

During phase 2 of the redevelopment, Horizon will be constructing 4 buildings, 2 of which are along the proposed La Mariposa Lane and demolishing 4 buildings, 1 of which is along the shared-used path. During that time, Horizon and their contractor will need to access the site from Braxton Place. The Contractor shall work with Horizon and their contractor to provide access from Braxton Place to the redevelopment. The Contractor shall contact Horizon three (3) weeks ahead of the construction start to allow time for the development contractor to vacant the Braxton Place and La Mariposa Lane right-of-way.

Phase 3 - September 2023 - August 2024

During phase 3 of the redevelopment, Horizon will be constructing 4 buildings, 1 of which is along the shared-use path. During that time, Horizon and their contractor will need to access the site from Braxton Place. The Contractor shall work with Horizon and their contractor to provide access from Braxton Place to the redevelopment. Phase 3 of the redevelopment should start after the completion of the street construction contract.

Coordination with Utilities

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

AT&T, Charter Communications, Lumen, MG&E (underground & overhead), Madison Metro Sewerage District, McLeod, Meriter Hospital, Inc., Metropolitan Unified Fiber Network, TDS Metrocom, TDS Telecom, University of Wisconsin Physical Plant, US Signal, Verizon, Windstream, Wisconsin Independent Network, and Verizon have facilities within the project limits.

AT&T has underground communication facilities within the project limits that need to be relocated within the La Mariposa Lane right-of-way prior to and during construction. The Contractor shall contact Matt Vachalik, MV5616@att.com to coordinate the work.

Charter Communications has underground communication facilities within the project limits that need to be relocated within the La Mariposa Lane right-of-way prior to and during construction. The Contractor shall contact Sean Potter, sean.potter@charter.com to coordinate the work.

Lumen has underground communication facilities within the project limits that are not anticipated to be in conflict. The Contractor shall contact Jason Busse, Jason.Busse@lumen.com for questions regarding the communication facilities.

MG&E has underground electric facilities and transformers within the project limits that need be relocated within the La Mariposa Lane and shared-use path right-of-way prior to or during construction. The Contractor shall contact Brian Bigge, bbigge@mge.com to coordinate the work.

MG&E has gas facilities within the project limits that may to be relocated at the intersection of La Mariposa Lane and West Washington Avenue. MG&E plans to complete the work prior to and during construction. The Contractor shall contact John Wichern, jwichern@mge.com to coordinate the work.

Madison Metro Sewerage District as a sanitary sewer manhole within the project limits that is not anticipated to be in conflict. The Contractor shall contact Ray Schneider, rays@madsewer.org for questions regarding the sanitary sewer manhole.

TDS Metrocom & Telecom has underground communication facilities within the projects limits that are not anticipated to be in conflict. The Contractor shall contact Jerry Meyers, jerry.myers@tdstelecom.com for questions regarding the communication facilities.

US Signal has underground communication facilities within the MG&E duct package along Braxton Place. MG&E to coordinate with US Signal if any duct package adjusted is required.

Verizon has underground communication facilities within the project limits that are not anticipated to be in conflict. The Contractor shall contact Steve Klicker, steven.klicker@verizon.com for questions regarding the communication facilities.

McLeod and Windstream has an underground communication facility placed along Regent Street in the median that may be in potential conflict with the median work. The Contractor shall contact Lori Ketter, Lori.Ketter@windstream.com for questions regarding the communication facility.

Wisconsin Independent Network has underground communication facilities within the project limits that are not anticipated to be in conflict. The Contractor shall contact Todd Ellickson, Todd.Ellickson@wintechnology.com or by phone at 715-832-3750 for questions regarding the communication facilities.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, grass areas, playgrounds, garden areas, artwork areas, and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property.

SECTION 107.6 <u>DUST PROOFING</u>

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

The work areas on Regent Street 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 (1) working day prior to placement of the plates.

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

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

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

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

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

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

Braxton Place

Local access to Braxton Place shall be maintained for the duration of the project. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

There is 1 possible access point for Braxton Place – Braxton Place at South Park Street. The intersection shall remain open at all times in order to maintain local and emergency vehicle access to all properties at all times.

La Mariposa Lane

La Mariposa Lane shall remain closed to through traffic until construction is entirely complete. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

Shared-Use Path

The shared-use path shall remain closed to pedestrian and bike traffic until construction is entirely complete.

Regent Street

The contractor shall maintain full access on Regent Street for all lanes at all times except during working day lane closures. Contractor is allowed twenty-one (21) calendar days of single (1) travel lane closures on Regent Street during off-peak hours. Travel lane closures shall not occur during peak hours or on days where UW Commencement, Ironman Sunday or Wisconsin Badger football, Men's basketball, or Men's hockey home games occur. Roadway shall be open to two-way traffic, including all lanes, in each direction during non-working hours. The work areas on Regent Street 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 (1) working day prior to placement of the plates. The contractor may use drums as a channelizing device to separate traffic from work zone. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths.

West Washington Avenue

The contractor shall maintain full access on West Washington Avenue for all lanes at all times except during parking lane closures. Contractor is allowed fourteen (14) calendar days of single (1) parking lane closures on W. Washington Avenue. Parking lane closures shall not occur on days when Wisconsin Badger football home games occur. The contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the parking signs.

The contractor shall maintain full access on West Washington Avenue for all traffic lanes.

South Park Street and Regent Street Intersection

The contractor shall maintain full access at the South Park Street – Regent Street intersection for all lanes at all times except during working day lane closures.

Contractor shall place portable changeable message boards at least one (1) week in advance of lane closures in the South Park Street-Regent Street intersection, notifying the public of the start of construction. Message boards are to be placed on South Park Street/North Park Street near the project limits.

Message boards shall read:

"PRK/RGNT WORK BEGINS

Day of Week Month/Date"

Working day lane closures can occur off-peak, from 8:30 a.m. to 4 p.m. Contractor is allowed four (4) calendar days of travel lane closures in the South Park Street – Regent Street intersection as shown in pages TC-1 and TC-2 of the traffic control plan. Travel lane closures shall not occur during peak hours or on days where UW Commencement, Ironman Sunday or Wisconsin Badger football, Men's basketball, or Men's hockey home games occur. Roadway shall be open to two-way traffic, including all lanes, in each direction during non-working hours. The work areas in the South Park Street -Regent Street intersection shall be backfilled and plated during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, one (1) working day prior to placement of the plates. The contractor may use drums as a channelizing device to separate traffic from work zone.

Pedestrian Access

The Contractor shall maintain access across La Mariposa Lane at West Washington Avenue utilizing the Temporary Crosswalk Access bid item. The temporary crosswalk shall be located along the sidewalk on the north side of West Washington Avenue at the proposed La Mariposa Lane connection.

The Contractor shall maintain access across at the intersection of Braxton Place and La Mariposa Lane for utilizing the Temporary Crosswalk Access bid item. The temporary crosswalk shall be located along the sidewalk on Braxton Place at the direction of the Construction Engineer to assure pedestrian can walk to bus stops, play areas, community gardens, and medical facilities at the proposed La Mariposa Lane connection.

Notification When Closing Street

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

Opening of Section of Street to Traffic

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the Construction Engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, City of Madison Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987 with any questions concerning these traffic control specifications.

BID ITEM 10770 - MAINTAIN DRIVEWAY ACCESS

The Contractor shall maintain access to 702 Braxton Pl and 1 property (23 La Mariposa Lane & 720 West Washington Avenue) at all times and for the duration of the project.

BID ITEM 10801 - ROOT CUTTING - CURB & GUTTER

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

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Sanitary Sewer Submittal.

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.

Contractor will be responsible for acquiring permits and paying for the permit fees from the Madison Metropolitan Sewerage District (MMSD) for the connection to MMSD MH02-0058 at STA 1+14.62 RT-0' (Regent/ Park Street Intersection). The Contractor shall follow all MMSD permit requirements with this proposed work to their facilities. The contact from MMSD for this is Ray Schneider, (608)347-3628, ray@madsewer.org for permitting. Contractor shall contact MMSD five (5) days prior to doing the work. Contractor is responsible for the permit fee of \$1,600(2023 rate).

SECTION 109.2 PROSECUTION OF WORK

All work under this contract must be completed on or prior to <u>August 25, 2023.</u> The total time for completion of this contract is <u>ONE-HUNDRED TWENTY (120) CALENDAR DAYS</u>.

The Contractor shall complete all sanitary sewer work along Braxton Place, La Mariposa Lane, and the shared-use path by **June 1, 2023**.

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected start date for construction.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all the sanitary sewer work along Braxton Place, La Mariposa Lane, and the shared-use path by June 1, 2023 shall be \$1,200 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work and open to vehicular and pedestrian/bike traffic by August 25, 2023 shall be \$1,200 per calendar day, per location.

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to complete all work and open to vehicular and pedestrian/bike traffic within one-hundred twenty (120) calendar days shall be \$1,200 per calendar day, per location.

In the event that the Contractor fails to complete all work and open to vehicular or pedestrian/bicycle traffic within the specified calendar days, at the same time, fails to complete the work on the overall contract in the specified timeframes or by the specified date, the fixed, agreed, and liquidated damages due the City of Madison from the Contractor shall be the summed amounts.

BID ITEM 20101 – EXCAVATION CUT

Work under this item shall include all excavation required for Braxton Place, La Mariposa Lane, shared-use path, and Regent Street shown on the cross sections as well as within the grading limits shown on the plans.

Excavation Cut shall be paid as a pay plan quantity. This item shall be in accordance with Article 201 and of the Standard Specifications.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of earthwork quantities (unadjusted) is as follows:

Braxton Place and La Mariposa Lane Intersection

Excavation Cut (per cross sections)

- Estimated Cut Material: 300 CY
- Estimated Undercut: 100 CY
- Total Excavation Cut: 400 CY

La Mariposa Lane

Excavation Cut (per cross sections)

- Estimated Cut Material: 1,000 CY
- Estimated Undercut: 200 CY
- Total Excavation Cut: 1,200 CY

Shared-Use Path

Excavation Cut (per cross sections)

- Total Excavation Cut: 600 CY

Regent Street

Remove full depth pavement, curb and gutter, and base course in order to reconstruct medians. The Contractor shall place HMA Pavement over Crushed Aggregate Base Course Gradation No. 2 over Crushed Aggregate Base Course Gradation No. 1 in areas of full depth removal. Remove 2-inches of

pavement within travel lanes, paid under Full Width Grinding. The Contractor shall place HMA Pavement in areas of grinding.

Total Unclassified Excavation Cut, paid under 20101: 2,200 CY

The total amount paid under 20101 in the estimate includes Braxton/La Mariposa Intersection, La Mariposa Lane, shared-use path, and Regent Street.

BID ITEM 20204 - SELECT FILL

Braxton Place and La Mariposa Lane Intersection

Select Fill (per cross sections)

- Total Select Fill: 170 Ton

La Mariposa Lane

Select Fill (La Mariposa Lane)

- Total Select Fill: 330 Ton

Total Unclassified Select Fill, paid under item 20204: 500 Ton

BID ITEM 20219 – BREAKER RUN

It is assumed that 40% of the Braxton Place and La Mariposa Lane intersection and La Mariposa Lane will have to be undercut. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas.

BID ITEM 20221 - TOPSOIL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications.

The Contractor may reuse stripped topsoil from on site for restoration of disturbed areas as indicated on the plans or as directed by the Construction Engineer. All topsoil material must meet the requirements of the Standard Specifications, including topsoil that is reused from on site, and it shall be free of noxious/invasive weeds, stones, debris, and vegetable material, and free of excess peat, sand, or clay. Topsoil used in street terraces and backside of the sidewalk/path shall be shredded.

The areas of Braxton Place, La Mariposa Lane, and the shared-used path where topsoil is to be placed, the Contractor shall install a minimum of 6" of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item.

When working around existing tree roots, the Contractor shall coordinate with City Forestry to determine the appropriate depth of topsoil to use so as not to damage the existing tree.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

BASIS OF PAYMENT

Topsoil, measured as provided above, will be paid at by the contract Square Yard, which price shall be payment in full compensation for furnishing, hauling, placing, and compacting the specified material, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

BID ITEM 20401 - CLEARING BID ITEM 20406 - GRUBBING

DESCRIPTION

These bid items are to be used for Clearing and Grubbing trees as shown on the plans. All work for clearing and grubbing shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees and shrubs under 3 inches.

METHOD OF MEASUREMENT

These bid items for Clearing and Grubbing are to be measured and paid per Inch Diameter for completed work.

BASIS OF PAYMENT

These items, measured as provided above, will be paid per inch diameter, shall be payment in full for furnishing all labor and equipment for all clearing and grubbing actually required and performed, and the handling and disposal of all debris resulting from clearing and grubbing.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 30203 - TYPE 'X' CONCRETE CURB & GUTTER

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

BID ITEM 30208 - HAND FORMED CONCRETE CURB & GUTTER

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

BID ITEM 40231 - ASPHALT DRIVE & TERRACE

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

BID ITEM 40311 - PULVERIZE AND SHAPE

The removal of material shall be considered incidental to this bid item.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 533 feet of new 8" sewer main and 43 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). AWWA C900 DR18 is called for in Regent/Park intersection. No lateral work is anticipated to occur with the AWWA C900 sewer work.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction Latest ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under 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.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 457.5 feet of new storm sewer of various sizes ranging from 12" to 24" diameter.

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 stall be the Contractor's responsibility and shall not be compensated.

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

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

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patch shall be installed over sanitary sewer within the existing South Park Street and Regent Intersection as well as Braxton Place as shown in the plans.

BID ITEM 20336 - PIPE PLUG

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

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

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

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

BID ITEM 50801 - UTILITY LINE OPENING (ULO)

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

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

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

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

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

The contractor shall install and maintain temporary street lighting support equipment to keep lighting operating during construction as described in bid items 90020 & 90021.

Streetlight circuits are to be maintained throughout the construction project. Existing streetlights are powered from a 120/240V circuit. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), to ensure that lighting circuits have been rerouted prior to removing any existing light pole base or conduits which have lighting circuits passing through.

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

The City will install new streetlight poles.

SECTION 601.10 MATERIALS FURNISHED BY THE City Of Madison

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

	ITEM	Quantity
3/4" x 24" Anchor Bolts 6 sets of 4 for LB-1 base 3/4" x 24" Anchor Bolts 3 sets of 4 for LB-2 base 1" x 40" Anchor Bolts 2 sets of 4 for LB-3 base		

SECTION 602.3(d) <u>ELECTRICAL CONDUCTORS</u>

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

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

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

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

Allow 10 working days for Madison Water Utility crews to complete the hydrant relocation at the dead end of Braxton Place. Contact Madison Water Utility Field Supervisor Dan Wagner at 608-266-5985 (office) or 608-575-7658 (mobile) to schedule the work a minimum of 10 working days before the Utility's work is to begin. Provide an area 50 feet in all directions of the hydrant for Madison Water Utility construction and staging.

IMPORTANT NOTE: The clinic located at 801 Braxton Place performs kidney dialysis and requires uninterrupted water service 24/7/365. Conduct all work adjacent to the existing water main on Braxton Place with the utmost care and take no action that could damage the existing main or disrupt service to this address.

BID ITEM 90001 - REMOVING DEBRIS

DESCRIPTION

Work under this item shall include but not limited to all work, materials, equipment, and incidentals necessary to remove piles of metal, concrete, brick, asphalt, boulders, construction lumber, plastic, concrete barrier, concrete parking stops, stumps, benches, planters, garbage receptacles, basketball hoop bases, poles, backboard, and rim. All items shall be removed inside the right-of-way and hauled off the project site.

METHOD OF MEASUREMENT

The bid item Removing Debris is to be measured and paid by the Lump Sum for completed work.

BASIS OF PAYMENT

Removing Debris, measured as provided above, will be paid at the contract lump sum, which price shall be payment in full for all labor, equipment, tools, hauling and incidentals necessary to complete the work.

BID ITEM 90002 - REMOVE PEDESTRIAN LIGHTS

DESCRIPTION

Work under this item shall include but not limited to all work, materials, equipment, and incidentals necessary to Remove Pedestrian Lights. This work shall consist of removing pedestrian light bases, poles, fixtures, conduit, and wiring as shown in the plans. The Contractor shall contact Blake Salerno, City Community Development Authority, 608-228-5033 or bsalerno@cityofmadison.com to de-energize the lights within 755 Braxton Place. The Contractor shall contact Brian Bigge, Madison Gas and Electric, bbigge@mge.com to de-energize the light within 720 West Washington Avenue.

METHOD OF MEASUREMENT

Remove Pedestrian Lights shall be measured on a per unit basis acceptably removed.

BASIS OF PAYMENT

Remove Pedestrian Lights shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 - CONSTRUCTION FENCING

DESCRIPTION

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

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

This item includes construction fencing placed as tree protection fencing.

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

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg. 3,000lb per 4' width (ASTM D638)

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90004 - 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. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. 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 or any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material and rubber matting is not acceptable.

Any temporary crossings servicing West Washington Avenue at La Mariposa Lane and Braxton Place at La Mariposa Lane shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations. The temporary crossings shall be lined with construction fence and construction barrels on both sides of the crossing within the right-of-way. Place temporary pedestrian signing on barrels so pedestrians can identify the crosswalk location. Construction fence shall be paid separately. Construction barrels and temporary signs shall be included with this item.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet 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.

Depending on the selected location for the temporary crosswalk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

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

BASIS OF 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 90005 - REMOVE GARAGE CONCRETE SLAB AND FOOTING

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to remove the existing garage concrete slab and footing (reinforced and non-reinforced). Work shall also include backfilling the garage foundation with select fill. Before backfilling the foundation, all debris shall be removed. All select fill material shall be supplied, hauled, placed and special compacted in accordance with the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

Remove Garage Concrete Slab and Footing shall be measured by the Square Yard acceptably removed.

BASIS OF PAYMENT

Remove Garage Concrete Slab And Footing shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, backfilling and special compacting the select fill material, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90006 - SEEDING - SHORTGRASS PRAIRIE SEED MIX

DESCRIPTION

Work under this Bid Item shall include all labor, equipment, and incidentals necessary to provide, store, and install Seeding – Shortgrass Prairie Seed Mix in the locations shown on the Construction Drawings. All work, including the addition of soil stabilizers, fertilizers, and the addition of the specified cover crop, shall be completed in accordance with Article 207 of the Standard Specifications. In conjunction with seeding, the site shall be stabilized with erosion matting as shown on Construction Drawings, which shall be paid separately under the appropriate Bid Item.

MATERIALS

The contractor shall supply seed mix that meets the specification detailed below. Availability of specific species may be limited. Substitutions for individual species may be permissible and shall be approved by the engineer prior to seed mix order. Shortgrass Prairie Seed Mix: May be used for areas where conditions are dry, native species are desired and/or height is a concern, e.g., traffic medians, roundabouts, terraces (except within 2' from back of curb). Most species in this mix range from 2-3' in height. The seed mix shall consist of any of the following or approved equal: 1) "Short Prairie for Medium Soils" as manufactured by Prairie Nursery, Westfield, WI. Seed shall be placed at a rate of 10 lbs per acre. 2) "Shortgrass Prairie Seed Mix for Medium-Dry Soils" as manufactured by Prairie Moon Nursery, Winona, MN. Seed shall be placed at a rate of 12.97 lbs per acre. 3) "Shortgrass Prairie for Medium Soils" as manufactured by Agrecol LLC., Evansville, WI. Seed shall by placed at a rate of 13.5 lbs per acre. 4)

"Mesic Short Prairie Mix" as manufactured by Shooting Star Native Seed, Spring Grove, MN. Seed shall be placed at a rate of 10 lbs per acre. Substitution requests shall be submitted to City Engineering for review and approval. Contractor is notified that if an alternative is allowed, the rate of seed may be altered as a condition of approval, and seed shall be native ecotypes. No improved varieties are allowed. Seed source shall be native ecotypes from Southeastern Minnesota, Eastern Iowa, Southern Wisconsin or Northern Illinois.

WILDFLOWERS

Botanical Name (Common Name)

- 1. Allium cernuum (Nodding Onion) % by wt. 0.54
- 2. Asclepias tuberosa (Butterfly Weed) % by wt. 1.09
- 3. Astragalus canadensis (Canada Milk Vetch) % by wt. 0.41
- 4. Baptisia alba (White Wild Indigo) % by wt. 1.09
- 5. Chamaecrista fasciculata (Partridge Pea) % by wt. 8.71
- 6. Coreopsis lanceolata (Lance-leaf Coreopsis) % by wt. 4.36
- 7. Dalea candida (White Prairie Clover) % by wt. 3.27
- 8. Dalea purpurea (Purple Prairie Clover) % by wt. 4.36
- 9. Echinacea pallida (Pale Purple Coneflower) % by wt. 2.18
- 10. Echinacea purpurea (Purple Coneflower) % by wt. 1.09
- 11. Heliopsis helianthoides (Early Sunflower) % by wt. 2.18
- 12. Lespedeza capitata (Round-headed Bush Clover) % by wt. 1.09
- 13. Penstemon digitalis (Foxglove Beardtongue) % by wt. 0.82
- 14. Rudbeckia hirta (Black-eyed Susan) % by wt. 4.36
- 15. Senna hebecarpa (Wild Senna) % by wt. 2.18
- 16. Symphyotrichum laeve (Smooth Blue Aster) % by wt. 0.27
- 17. Verbena stricta (Hoary Vervain) % by wt. 1.09

• GRASSES, SEDGES & RUSHES

Botanical Name (Common Name)

- 18. Bouteloua curtipendula (Side-oats Grama) % by wt. 26.14
- 19. Bouteloua gracilis (Blue Grama) % by wt. 8.71
- 20. Muhlenbergia mexicana (Leafy Satin Grass) % by wt. 1.36
- 21. Schyzachyrium scoparium (Little Bluestem) % by wt. 20.91
- 22. Sporobolus compositus (Rough Dropseed) % by wt. 3.27

CONSTRUCTION

Seed shall be placed according to the supplier's recommendations, approximately 0.25 lbs/100 SY, and per Article 207 of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Seeding – Shortgrass Prairie Seed Mix shall be measured by the Square Yard in accordance with Section 207.6 of the Standard Specifications.

BASIS OF PAYMENT

Seeding – Shortgrass Prairie Seed Mix shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage, and incidentals required to complete the work as set forth in the description and Article 207 of the Standard Specifications. Partial Payment requests shall be reviewed and authorized by the Engineer.

BID ITEM 90007 - PLANTING MIX TOPSOIL

DESCRIPTION

This bid shall be installed within the Regent Street medians, as indicated on the plans, and shall be placed to a thickness of 18-Inches. Planting soil mixture shall conform to section 202.2(f), and placement of the soil mixture shall in accordance with the standard specifications for topsoil placement.

METHOD OF MEASUREMENT

Planting Mix Topsoil will be measured by the Square Yard, acceptably installed.

BASIS OF PAYMENT

Planting Mix Topsoil, measured as provided above, will be paid at the contract unit price which price shall be full compensation for preparing the subgrade, providing, placing, and grading the topsoil, and for all labor, equipment, and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90020 INSTALL AND MAINTAIN SUPPORT STRUCTURES FOR STREET LIGHTS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, luminaries and arms required to maintain 100% of the existing lighting system. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor. Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661. The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

MATERIALS

Furnish and install Type 4 wood poles, 35' long and 8' arm. Luminaries shall be 150 watt LED or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles in conflict with construction and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

METHOD OF MEASUREMENT

Install and Maintain Support Structures for Street Lights shall be measured as a unit, each, installed, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures for Street Lights will be paid for at the contract unit price, which is full compensation for all work, materials and incidentals required to complete the work in accordance with the description above.

BID ITEM 90021 INSTALL AND MAINTAIN AERIAL CABLE FOR STREET LIGHTS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing aerial cable and splice connectors required to maintain 100% of the existing lighting system. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire and mounting hardware. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

METHOD OF MEASUREMENT

Install and Maintain Aerial Cable for Street Lights will be measured by the linear foot, LF, installed, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Aerial Cable for Street Lights measured as described above, will be paid for at the contract unit price, which is full compensation for all work, materials and incidentals required to complete the work in accordance with the description above.

BID ITEM 90022 FURNISH & INSTALL FIBER OPTIC CABLE 144-COUNT

DESCRIPTION

This special provision describes furnishing and installing 144-count as specified in State of Wisconsin Standard Specs 651, 655, 670, and 678, as shown on the plans, and as provided hereinafter.

MATERIALS

Furnish single mode (SM), It armored, loose-tube 144-count fiber optic cable rated for outdoor use. All fiber optic cable glass shall be supplied by the same manufacturer and shall be part of a fiber optic cable utilizing loose tube construction with the following properties:

Parameters	Single Mode
Туре	Step Index
Core Diameter	8.3 µm (nominal)
Cladding Diameter	125 <u>+</u> 1.0μm
Core to Cladding Offset	≤ 0.8 µm
Coating Diameter	245 <u>+</u> 10μm
Cladding Non-Circularity	<u>≤</u> 1.0%
Proof Tensile Test	0.7 GPa
Attenuation	@ 1310 nm \leq 0.4 dB/km @1550 nm \leq 0.3 db/km
Chromatic Dispersion Zero Dispersion	1310 <u>+</u> nm (centered on a nominal operating wavelength of 1310)
Zero Dispersion Slope	≤ 0.092 ps/nm²/km
Maximum Dispersion	≤ 2.8 ps/nm/km at 1285 - 1330 nm
Cut-Off Wavelength	1260 nm

CONSTRUCTION METHODS

Follow all manufacturer's recommended installation procedures. Contact the Electrical Operations Lead Worker at the City of Madison Traffic Engineering Shop, (608) 266-9031 a minimum of seven (7) working days in advance to coordinate installing equipment in contractor installed or existing Traffic Engineering conduits & handholes.

METHOD OF MEASUREMENT

The department will measure Fiber-Optic Cable-144-Count by the linear foot, acceptably completed.

BASIS OF PAYMENT

Furnish & Install Fiber Optic Cable 144-Ct measured as described above, will be paid for at the contract unit price, which is full compensation for all work, materials and incidentals required to complete the work in accordance with the description above.

BID ITEM 90030 - POROUS ASPHALT

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install 3" depth porous asphalt pavement in accordance with these plans and specifications and applicable provisions of Article 402 Asphalt Construction of the City of Madison Standard Specifications for Public Works Construction.

Porous Asphalt mix shall conform to the following:

HMA Properties:

- Aggregate properties conforming to current WisDOT standard specifications
- Asphalt content meeting a range of 5.5-6.0%

- Binder designation "H" and PG = 58-28
- Air void content range: 16-18%

For the Contractors reference, a mix meeting the above specifications equal is available at Payne + Dolan, (608) 845-8900.

METHOD OF MEASUREMENT

Porous Asphalt shall be measured by the TON as listed on the proposal page.

BASIS OF PAYMENT

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

BID ITEM 90031 - 8-INCH PVC WRAPPED UNDERDRAIN

DESCRIPTION

This item shall include all labor, equipment, materials, and incidentals required to install and connect eight inch perforated SDR-26 PVC in locations and depths in accordance with the plans and detail drawings. The SDR-26 PVC pipe shall be perforated by hand drilling 1/2" holes every six-inch on center, every 45-degrees. The perforated pipe shall be wrapped in geotextile fabric, type SAS (non-woven) and the Geotextile fabric shall be paid under an individual bid item.

MATERIALS

The Contractor shall use SDR-26 PVC pipe in accordance with Part V of the City of Madison Standard Specifications.

METHOD OF MEASUREMENT

8-Inch PVC Wrapped Underdrain shall be measured by the linear foot acceptably installed.

BASIS OF PAYMENT

8-Inch PVC Wrapped Underdrain shall be measured as described above and shall be paid at the contract unit price which shall include fill compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90032 - 3/8" CLEAR STONE

DESCRIPTION

The work under this item shall consist of furnishing and installing 3/8" Clear Stone as the base material for the pervious concrete pavement. 3/8" Clear Stone shall be installed at the locations indicated on the plans and to the depths indicated on the detail drawings.

This item shall include all materials, equipment, labor, and incidentals necessary to complete the work. Work shall be completed in accordance with Section 310 Open Graded Base of the State of Wisconsin Standard Specifications.

MATERIALS

The Contractor shall use crushed aggregate at a gradation conforming to Section 310 of the State of Wisconsin Standard Specifications for 3/8" clear stone.

METHOD OF MEASUREMENT

3/8" Clear Stone installed shall be measured by the Ton acceptably completed.

BASIS OF PAYMENT

3/8" Clear Stone installed shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90033 - 1" CLEAR STONE

DESCRIPTION

The work under this item shall consist of furnishing and installing 1" Clear Stone as the base material for the pervious concrete pavement. 1" Clear Stone shall be installed at the locations indicated on the plans and to the depths indicated on the detail drawings.

This item shall include all materials, equipment, labor, and incidentals necessary to complete the work. Work shall be completed in accordance with Section 310 Open Graded Base of the State of Wisconsin Standard Specifications.

MATERIALS

The Contractor shall use crushed aggregate at a gradation conforming to Section 310 of the State of Wisconsin Standard Specifications for 1" clear stone.

METHOD OF MEASUREMENT

1" Clear Stone installed shall be measured by the Ton acceptably completed.

BASIS OF PAYMENT

1" Clear Stone installed shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.



Construction • Geotechnical Consulting Engineering/Testing

January 27, 2021 C20051-36

Mr. Chris Petykowski City of Madison Engineering Dept. City-County Building, Room 115 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3345

Re:

Geotechnical Services
Braxton Place and Bay View
Madison, Wisconsin

Dear Mr. Petykowski:

CGC, Inc. has completed our geotechnical services for the above-referenced project. At your request, four soil borings were drilled along Braxton Place between South Park Street and Bay View (B1 and B3); as well as along future Bay View between Regent Street and West Washington Avenue (B2 and B4). The borings were performed on January 4 and 15, 2021, at locations selected by City personnel. Proposed boring locations were marked in the field by CGC personnel prior to drilling and are shown on a boring location map (copy attached in Appendix A). Note that actual boring locations are indicated by direction and distance in feet from the nearest intersecting roadway on the individual boring logs. Elevations at the boring locations were estimated using topographic information obtained from Dane County DCi Map, which should be considered approximate. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction. The following paragraphs discuss our observations and provide opinions relative to pavement/utility construction.

SUBSURFACE PROGRAM & OBSERVATIONS

The borings were drilled to depths selected by City personnel utilizing the services of Badger State Drilling (under subcontract to CGC) using both ATV and truck-mounted rotary drill rigs equipped with hollow-stem augers. Note that B1 terminated short of the requested depth due to auger refusal on competent bedrock. Standard Penetration Test (SPT) drilling techniques (ASTM D1586) were used for the full exploration depth at the boring locations. This method consists of driving a 2-inch outside diameter split-barrel sampler using a 140-pound weight falling freely through a distance of 30 inches. The sampler is first seated 6 inches into the material to be sampled and then driven 12 inches. The number of blows required to drive the sampler the final 12 inches is recorded on the log of borings and is known as the Standard Penetration Resistance (commonly referred to as the N-value).



Mr. Chris Petykowski City of Madison Engineering Dept. January 27, 2021 Page 2

During the field exploration program, the driller visually classified the soils and prepared a field log. Water level observations were made within the borings during and shortly after drilling, which are shown on the bottom of each boring log. Note groundwater was encountered between 11.5 and 13 ft below existing grades at B1, B2 and B4. Groundwater levels are anticipated to fluctuate based on seasonal variations in precipitation, infiltration, nearby Monona Bay stages, as well as other factors. Upon completion of drilling, the borings were backfilled to satisfy WDNR requirements, patched with asphalt (at B1 and B3) and the soil samples delivered to our laboratory for classification. The soils were visually classified by CGC and reviewed by a geotechnical engineer using the Unified Soil Classification System (USCS). The final logs prepared by the engineer and a description of the USCS are presented in Appendix A.

The attached boring logs indicate that somewhat variable pavement/soil conditions exist at the boring locations. At B1 and B3, 3.5 to 5 in. of asphalt pavement was present atop 8 in. of base course over 4.5 to 7 ft of clayey to sandy fill materials. The fill materials were underlain by 7 to 7.5 ft of granular soils extending to the maximum depth explored. Note that the bottom 5 ft of granular soils at B1 were composed of weathered to competent sandstone bedrock (resulting in auger refusal 13 ft below existing grade). At B2 and B4, 8 in. of topsoil was present atop approximately 7 ft of clayey to sandy fill materials. The fill materials were underlain by 2.5 to 5 ft of native clay soils over 2 ft of sands extending to the full boring depth. Please refer to the final logs included in Appendix A for additional information specific to a boring location.

PAVEMENT/UTILITY CONSTRUCTION

General

In our opinion, the variable fill materials encountered beneath the base course/topsoil may prove generally satisfactory for proposed roadway support. Should areas of softer clays be encountered (such as where pocket penetrometer values are near 1 tsf or less), they may need to be undercut/removed and replaced with granular fill or additional base course. Granular materials should be thoroughly compacted and evaluated for stability before the placement of additional fill and/or base course. Pockets of excessively organic soil should also be removed. Furthermore, significant construction traffic could destabilize the existing subgrade and increase the potential for undercuts. In (currently unpaved) areas where new roadway will be constructed, topsoil should be stripped a minimum of 5 ft beyond construction limits. Standard earthwork-related techniques that should be used during roadway construction include:

- Proof-rolling of the exposed subgrades;
- Undercutting and/or stabilization in soft areas; and
- Compaction control of fill/backfill materials.

Note that if a utility alignment coincides with soft/loose conditions (which were not encountered at the boring locations but can at times be present within saturated soils directly overlying bedrock), we recommend that increased bedding thicknesses, possibly underlain by a geotextile, be considered.



Mr. Chris Petykowski City of Madison Engineering Dept. January 27, 2021 Page 3

As stated, B1 did not achieve the requested depth due to auger refusal on competent bedrock. Special excavation measures such as chiseling could be necessary to accomplish deeper utility installations, depending on the invert elevation and degree of weathering. For convenience we have included Rock Excavation Considerations in Appendix C.

Pavement Design

Clays will control the pavement design, as we anticipate that the pavement subgrades will generally consist of fill materials containing clay. The following *generalized* parameters should be used to develop the design pavement section:

AASHTO classification	A-6
Frost group index	F-3
Design group index	14
Soil support value	3.9
Subgrade modulus, k (pci)	125
Estimated percent shrinkage	20 - 30
Estimated CBR value	2-5

Assuming Braxton Place is considered a local business/arterial street, we estimate it could receive between 51 to 275 ESALs (18,000 pound Equivalent Single Axle Loads). A typical pavement design per WisDOT Standard Specifications should meet MT (E-3) requirements. If projected traffic volumes along Bay View are less than 3000 cars and 100 trucks per day per design lane, a typical pavement design per WisDOT Standard Specifications should meet LT (E-1) requirements.

Compaction Requirements

Regarding utility construction, we anticipate that imported sands will at times be required for use as trench backfill which is a typical requirement for City projects. On-site sands could be considered for reuse as backfill but they should be separated from clay soils and selectively stockpiled. Excavated bedrock could also be considered for reuse as backfill provided it is sufficiently crushed and well graded (e.g. 50% sand-sized particles and smaller) such that excessive voids do not exist following placement. We recommend that at least a level of 95% compaction be achieved within backfill material placed within the final 3 feet below finished subgrades (including undercut backfill - if any), with 90% compaction required at depths greater than 3 feet. The specified levels of compaction are based on modified Proctor methods (ASTM D1557). In addition, the backfill material should be placed and compacted in accordance with our Recommended Compacted Fill Specifications presented in Appendix B.



Mr. Chris Petykowski City of Madison Engineering Dept. January 27, 2021 Page 4

We appreciate the opportunity to be of service on this project and look forward to working with you as it proceeds. Other information regarding this report and its limitations is included in Appendix D.

We trust this report addresses your present needs. If you have any questions, please contact us.

Sincerely,

CGC, Inc.

Michael N. Schultz, P.E.

Principal/Consulting Professional

Michael N Schults

Encl: Appendix A - Soil Boring Location Map

Logs of Test Borings (4)

Log of Test Borings-General Notes Unified Soil Classification System

Appendix B - Recommended Compacted Fill Specifications

Appendix C - Rock Excavation Considerations

Appendix D - Document Qualifications

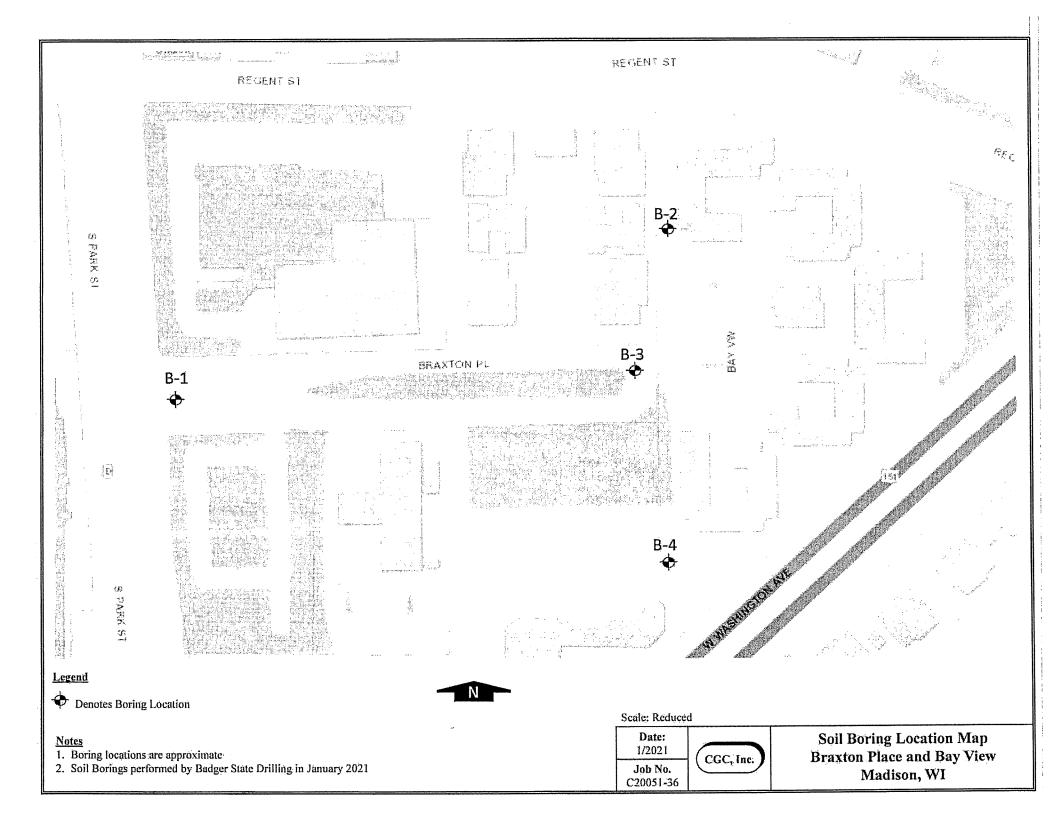
Cc: Ms. Johanna Johnson, City of Madison, Eng. Division

Ms. Christy Bachmann, City of Madison, Eng. Division

Mr. Adam Weiderhoeft, Madison Water Utility

APPENDIX A

SOIL BORING LOCATION MAP LOGS OF TEST BORINGS (4) LOG OF TEST BORING-GENERAL NOTES UNIFIED SOIL CLASSIFICATION SYSTEM



CCC	Inc
CGC	

Project Braxton and Bay View S
Braxton: 100'E of Park, 15'S of CL Jo
Location Madison, WI S

 Boring No.
 1

 Surface Elevation (ft)
 851±

 Job No.
 C20051-36

 Sheet
 1
 of
 1

				29	921 P	erry Street, Madison, WI 53713 (608) 288-4100,	FAX (608) 2	98-7987				
SAMPLE					VISUAL CLASSIFICATION		SOIL	PRO	PEF	RTIE	S	
No.	Rec P (in.)	Moist	N	Depth (ft)		and Remarks		(qa) (tsf)	W	LL	PL	LI
				L I	X	5 in. Asphalt Pavement/8 in. Base Course						
1	10	М	7			FILL: Stiff to Medium Stiff Brown and Dan Brown Clay with Sand and Gravel	rk	(1.25)				
2	15	M	11	├- - -				(1.0)				
				 - 		Medium Dense, Brown Sandy SILT to Silty	v Fine					
3	15	М	14	- - - -		SAND, Some Gravel, Trace Clay (ML/SM)						717
				<u> </u> -		Weathered to Competent, Light Brown San	dstone					
4	15	M	28	_ ├─ L 		Bedrock				į		
5	1	W	50/1"	<u> </u>								
				- L		End Boring at 13 ft Due to Auger Refus Competent Bedrock	sal on					
				- 15 - -		Borehole Backfilled with Bentonite Chip Asphalt Patch	os and					
			ļ	-								ı
			WA	TER	LE	VEL OBSERVATIONS	G	ENERAI	NO	TES		
While Drilling ☐ 12.5' Upon Completion of Drilling ☐ Start ☐ Driller ☐						art 1/4	21 End D Chief	1/4/2 DB	1 R	g D-5	50	
	to W						gger M ill Method	C Editor 2.25" H			mmer	•
			ion li	nes rep	rese	nt the approximate boundary between						•••••

INC. J
<u></u>

Project Braxton and Bay View Surface Ele

Bay View: 225'N of Braxton Job No.

Location Madison, WI Sheet

Boring No. 2

Surface Elevation (ft) 853±

Job No. C20051-36

Sheet 1 of 1

Location Madison, WI Sheet 1 of

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

VISUAL CLASSIFICATION

and Romarks

	SA	MPL	.E			VISUAL CLASSIFICATION		SOIL	PKU	PER	< I IE	. 5
No.	Rec P (in.)	Moist	N	Depth (ft)		and Remarks		qu (qa) (tsf)	W	II	PL,	LI
				L		8 in. TOPSOIL		-				
1	1	M	5	<u> </u>		FILL: Dark Brown Clay and Topsoil to 3'				-		
1	1	101	٦	-			1					
					曲							
				<u> </u>		Matter Description of the Court with Class						
2	8	M	16	<u> </u>		Medium Dense Silty Sand and Gravel with Clay 5.5'	y to			<u> </u>		
-	ľ	***		— 	朏							
			!	- - 5-			}	· · · · · · · · · · · · · · · · · · ·		<u> </u>		
				<u>.</u>		Stiff Brown and Dark Brown Clay with Sand ar	nd					
3	12	M	14	 -	翢	Gravel to 8'						
				_ 				(1.5)				
	-			Г Г			}			<u> </u>		
				⊢ I		Medium Dense, Brown Sandy SILT to Silty Fir	ne –					
4	15	M	15	T -		SAND, Some Gravel, Trace Clay (ML/SM)						
				Ė								
	7			10-						1		
		1	ļ.,	<u> </u>		Very Stiff, Brown and Rust Brown (Mottled) L	ean			ļ	ļ	
5	15	M	14	-		CLAY, Trace Sand (CL)		(2.5)				
				<u> </u> _								
				区								
6	18	W	12	Ļ	1:11	Medium Dense, Brown Silty Fine SAND (SM)			<u> </u>	ļ		
	10	''		<u> </u>								
				<u>i</u> 15–		End of Boring at 15 ft						ļ ————
				<u> </u>		End of Boring at 15 ft						
				_		Backfilled with Bentonite Chips						
				<u> </u>			ļ					
				<u> </u> -								
				⊢ L								
				_								
				⊢								
		<u> </u>	W	TER		VEL OBSERVATIONS		ENERA	I NC	TF	<u> </u>	
7771.*1	- D-31	1:										
	e Dril After	ling Drilli		13.0'	L	Jpon Completion of Drilling Start Driller		/21 End End Chief	1/4/ D	21 B F	Rig D -	-50
Dept	h to V	/ater	•				r M	C Edito	r ES	F		
		ave in		lines re	pres		Method	2.25" F	ISA; A	utoh	amme	r
so	1 type	es and	the t	ransiti	on m	ent the approximate boundary between ay be gradual.	••••		• • • • • • • • • •		• • • • • • • • •	

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Project Braxton and Bay View Braxton: 60'W of Bay View, 20'N of CL Location Madison, WI

Boring No. 3 Surface Elevation (ft) 852± Job No. **C20051-36** Sheet <u>1</u> of <u>1</u>

	2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887											
SAMPLE				VISUAL CLASSIFICATION			SOIL	PRO	PEF	RTIE	S	
No.	Rec (in.	Moist	N	Depth (ft)		and Remarks		qu (qa) (tsf)	W	LL	PL	LI
				_	X	3.5 in. Asphalt Pavement/8 in. Base Course						
1	8	М	57/ 10"	- - _ - -		FILL: Medium Dense to Very Dense Brown Sand with Gravel, Clay and Cinders to 5'	n Silty				,	
				<u> </u>	魽井							
2	18	М	16	Г 								
				5 - 		Soft Brown Clay and Topsoil Mixed with Sa and Gravel to 7'	and	(<0.5)				
3	18	M	51/ 10"	- - 								
i				Г Г		Very Dense Silty Sand and Gravel with Cob 8'	bbles to					
				<u>⊢</u> <u> </u>		Medium Dense, Light Brown Sandy SILT to	o Silty					
4	18	M	13	 		Fine SAND, Some Gravel, Trace Clay (ML	/SM)					
5	18	M/W	21			End Boring at 15 ft Borehole Backfilled with Bentonite Chips Asphalt Patch	os and					
				- - - 20-								
			W	TER	LE	EVEL OBSERVATIONS	G	ENERA	L NC	TES	3	
Depti Depti	Aften to V	r Drilli Vater Cave in					iller B	5/21 End SD Chief B Editor I 2.25" H	ES	CF		ME-55

	inc)
	inc.)

Boring No. 4
Surface Elevation (ft) 853± Project Braxton and Bay View Bay View: 300'S of Braxton Job No. **C20051-36** Location Madison, WI Sheet 1 of 1

	2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887												
SAMPLE			VISUAL CLASSIFICATION	SOIL	PRO	PEF	RTIE	S					
No.	TYPE	Rec (in,)	Moist	N	Depth (ft)	and Remarks	qu (qa) (tsf)	W	LL	PL	LI		
	П				L	8 in. TOPSOIL							
1		4	M	53/7"	 - -	FILL: Brown Sand and Gravel with Cobbles and Clay to 5.5'							
					L_ -	*Rough Drilling Noted from 1.5'-5'							
	$\ \ $				 	<u> </u>							
2		12	M	36	Г - -	\$-14-4 							
					5 - _	Stiff Brown and Dark Brown Clay with Sand and							
3		12	M	22	 - -	Gravel to 8'	(1.5)						
					<u> </u>	Very Stiff, Gray Silty CLAY (CL-ML)							
4		15	М	11	I ├- L 		(2.75)						
					10- - 								
5		18	M/W	15	<u>⊢</u>								
	n												
6		18	W	15	Ļ	Medium Dense, Brown Sandy SILT to Silty Fine SAND, Trace Gravel and Clay (ML/SM)	_	-					
O		10	W	13	- - 1=	STAND, Trace Graver and Gray (MB/GM)							
	П				- 13- -	End of Boring at 15 ft							
					L_ [[Backfilled with Bentonite Chips							
			:		├ - - 								
					├ ├ └_ ₂₀ _								
	Ц			W	L	LEVEL OBSERVATIONS (SENERA	L NC	TES				
Whi	م[Dril	ling		1.5'		4/21 End	1/4/			•		
Time	e z	After	Drilli			Driller I	SD Chief	D	3 P	lig D-	50		
Dep			ater ave in			Logger! Drill Metho	MC Editor			 mme	r		
Th	e il	strat	ificates and	ion l	ines re	present the approximate boundary between on may be gradual.	Drill Method 2.25" HSA; Autohammer						

CGC, Inc.

LOG OF TEST BORING

General Notes

DESCRIPTIVE SOIL CLASSIFICATION

Grain Size Terminology

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

Plasticity characteristics differentiate between silt and clay.

General Terminology

Relative Density

Physical Characteristics	Term	"N" Value
Color, moisture, grain shape, fineness, etc.	Very Loose.	0 - 4
Major Constituents	Loose	4 - 10
Clay, silt, sand, gravel	Medium Der	ıse10 - 30
Structure	Dense	30 - 50
Laminated, varved, fibrous, stratified, cemented, fissured, etc.	Very Dense.	Over 50
Geologic Origin		

Relative Proportions Of Cohesionless Soils

Glacial, alluvial, eolian, residual, etc.

Consistency

Proportional	Defining Range by	Term	q _u -tons/sq. ft
Term	Percentage of Weight	Very Soft	0.0 to 0.25
		Soft	0.25 to 0.50
Trace	0% - 5%	Medium	0.50 to 1.0
Little	5% - 12%	Stiff	1.0 to 2.0
Some	12% - 35%	Very Stiff	2.0 to 4.0
And	35% - 50%	Hard	Over 4.0

Organic Content by Combustion Method

Plasticity

Soil Description	Loss on Ignition	<u>Term</u>	Plastic Index
Non Organic	Less than 4%	None to Sligi	ht0 - 4
Organic Silt/Clay	4 – 12%	Slight	5 - 7
Sedimentary Peat	12% - 50%	Medium	8 - 22
Fibrous and Woody F	Peat More than 50%	High to Very	High Over 22

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

SYMBOLS

Drilling and Sampling

CS - Continuous Sampling

RC - Rock Coring: Size AW, BW, NW, 2"W

RQD - Rock Quality Designation

RB - Rock Bit/Roller Bit

FT - Fish Tail

DC - Drove Casing

C - Casing: Size 2 1/2", NW, 4", HW

CW - Clear Water

DM - Drilling Mud

HSA - Hollow Stem Auger

FA - Flight Auger

HA - Hand Auger

COA - Clean-Out Auger

SS - 2" Dia. Split-Barrel Sample

2ST – 2" Dia. Thin-Walled Tube Sample

3ST - 3" Dia. Thin-Walled Tube Sample

PT - 3" Dia. Piston Tube Sample

AS - Auger Sample

WS - Wash Sample

PTS - Peat Sample

PS - Pitcher Sample

NR - No Recovery

S - Sounding

PMT - Borehole Pressuremeter Test

VS - Vane Shear Test

WPT - Water Pressure Test

Laboratory Tests

qa - Penetrometer Reading, tons/sq ft

q_a - Unconfined Strength, tons/sq ft

W - Moisture Content, %

LL - Liquid Limit, %

PL - Plastic Limit, %

SL - Shrinkage Limit, %

LI - Loss on Ignition

D - Dry Unit Weight, Ibs/cu ft

pH - Measure of Soil Alkalinity or Acidity

FS - Free Swell, %

Water Level Measurement

∇- Water Level at Time Shown

NW - No Water Encountered

WD - While Drilling

BCR - Before Casing Removal

ACR - After Casing Removal

CW - Cave and Wet

CM - Caved and Moist

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

CGC, Inc.

Madison - Milwaukee

Unified Soil Classification System

UNIFIED SO	IL CL	ASSIF	ICATION AND SYMBOL CHART
	C	OARSE	E-GRAINED SOILS
(more thar	50% c	f mater	ial is larger than No. 200 sieve size)
	(Clean G	Gravels (Less than 5% fines)
		GW	Well-graded gravels, gravel-sand mixtures, little or no fines
GRAVELS More than 50% of coarse fraction		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
larger than No. 4		Gravels	with fines (More than 12% fines)
sieve size	204 200 200 200 200 200 200 200 200 200	GM	Silty gravels, gravel-sand-silt mixtures
		GC	Clayey gravels, gravel-sand-clay mixtures
	(Clean S	ands (Less than 5% fines)
		sw	Well-graded sands, gravelly sands, little or no fines
SANDS 50% or more of		SP	Poorly graded sands, gravelly sands, little or no fines
coarse fraction smaller than No. 4		Sands v	vith fines (More than 12% fines)
smaller than No. 4 sieve size		SM	Silty sands, sand-silt mixtures
		sc	Clayey sands, sand-clay mixtures
(50% or m	ore of r		GRAINED SOILS is smaller than No. 200 sieve size.)
SILTS AND		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
CLAYS Liquid limit less than 50%		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL	Organic silts and organic silty clays of low plasticity
SILTS AND		мн	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
CLAYS Liquid limit 50% or		СН	Inorganic clays of high plasticity, fat clays
greater		ОН	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	77 7. 7 75	PT	Peat and other highly organic soils

	LABORATORY CLASSIFICATION CRITERIA										
											٦
GW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_C = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3											
G	GP Not meeting all gradation requirements for GW										
G	SM	Atterberg limts below "A" line or P.I. less than 4 Above "A" line with P.I. between 4									
G	ec	Atterberg limts above "A" use of dual symbols line or P.I. greater than 7					- young	_			
SW $C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_C = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3											
S	SP	Not me	eting all	gradal	tion red	quireme	nts for (ЗW			
s	SM	Atterbei line or F				Limits plotting in shaded zone with P.I. between 4 and 7 are borderline					
s	SC .	Atterbei line with	_			cases r					
on pe grain Less More	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than 5 percent										
40			1	PLAST	FICIT	Y CHA	RT				
(F) (F) 55							СН				
PLASTICITY INDEX								P	A LINI 1=0.73(L		
PLASTI				CL							
ta .		(CT-WF)									
	<u> </u>	1		ML	&OL						

APPENDIX B RECOMMENDED COMPACTED FILL SPECIFICATIONS

APPENDIX B

CGC, INC.

RECOMMENDED COMPACTED FILL SPECIFICATIONS

General Fill Materials

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

Special Fill Materials

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

Placement Method

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

Compaction Specifications

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

Testing Procedures

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

Table 1 Gradation of Special Fill Materials

	WisDOT Section 311	WisDOT Section 312	W	isDOT Section 3	05	WisDOT S	section 209	WisDOT Section 210
Material	Breaker Run	Select Crushed Material	3-in. Dense Graded Base			Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight					t		
6 in.	100							
5 in.		90-100						
3 in.	·		90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		<u> </u>
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

Notes:

- 1. Reference: Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.
- 2. Percentage applies to the material passing the No. 4 sieve, not the entire sample.
- 3. Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

Table 2 **Compaction Guidelines**

	Percent Compaction (1)				
Area	Clay/Silt	Sand/Gravel			
Within 10 ft of building lines	200	95			
Footing bearing soils	93 - 95	93			
Under floors, steps and walks					
- Lightly loaded floor slab	90	90			
- Heavily loaded floor slab and thicker fill zones	92	95			
Beyond 10 ft of building lines					
Under walks and pavements		-			
- Less than 2 ft below subgrade	92	95			
- Greater than 2 ft below subgrade	90	90			
Landscaping	85	90			

1. Based on Modified Proctor Dry Density (ASTM D 1557)

APPENDIX C ROCK EXCAVATION CONSIDERATIONS

APPENDIX C

ROCK EXCAVATION CONSIDERATIONS

In order to minimize probable "rock" excavation expenses during construction, we suggest that project specifications incorporate the following:

- A. It is assumed that all excavations to levels and dimensions required by the Contract Documents are earth excavation. Earth excavation includes removal and disposal of all materials encountered except rock/sound bedrock which is defined as natural materials which:
 - 1. Cannot be excavated with a minimum 3/4 cubic yard capacity backhoe without drilling and blasting;
 - 2. Cannot be economically removed with a one-tooth ripper on a D8 cat (or equivalent);
 - 3. Requires the use of special equipment such as a pneumatic hammer;
 - 4. Requires the use of explosives (after obtaining written permission of the owner).
- B. Examples of material classified as rock are boulders 1/2 cubic yard or more in volume, bedrock, rock in ledges, and rock-hard cementitious aggregate deposits.
- C. Do not proceed with rock excavation work until architect, engineer and/or testing firm (i.e., CGC) has taken the necessary measures to determine quantity of rock excavation required to complete the work. Measurements will be taken after properly stripped of earth by the contractor. Contractor will be paid the difference between the cost of rock and earth excavation based on an agreed upon unit price established prior to starting rock excavation.

A statement should also be included in the specifications to the effect that: "Stated models of earth excavation equipment are merely for purposes of defining the various excavation categories and are not intended to indicate the brand or type of equipment that is to be used."

APPENDIX D DOCUMENT QUALIFICATIONS

APPENDIX D DOCUMENT QUALIFICATIONS

I. GENERAL RECOMMENDATIONS/LIMITATIONS

CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. And no one - not even you - should apply the report for any purpose or project except the one originally contemplated.

READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- · not prepared for you,
- not prepared for your project,
- · not prepared for the specific site explored, or
- · completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, always inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.

SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most

effective method of managing the risks associated with unanticipated conditions.

A REPORT'S RECOMMENDATIONS ARE NOT FINAL

Do not over-rely on the confirmation-dependent recommendations included in your report. Those confirmation-dependent recommendations are not final, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

DO NOT REDRAW THE ENGINEER'S LOGS

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure constructors have sufficient time to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

READ RESPONSIBILITY PROVISIONS CLOSELY

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

ENVIRONMENTAL CONCERNS ARE NOT COVERED

The equipment, techniques, and personnel used to perform an environmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council of the Geoprofessional Business Association 8811 Colesville Road, Suite G 106 Silver Spring, MD 20910



Department of Public Works

Engineering Division

James M. Wolfe, 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

January 3, 2023

Assistant City Engineer

Bryan Cooper, AIA Gregory T. Fries, P.E.

Chris Petykowski, P.E.

Deputy Division Manager Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E. Janet Schmidt, P.E.

Principal Engineer 1

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

> Financial Manager Steven B. Danner-Rivers

NOTICE OF ADDENDUM ADDENDUM 1 CONTRACT NO. 8641 BRAXTON PLACE AND LA MARIPOSA ASSESSMENT DISTRICT - 2022

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

SPECIAL PROVISIONS:

REVISE PARAGRAPH UNDER HEADING REGENT STREET IN <u>SECTION 107.7 MAINTENANCE OF TRAFFIC</u> WITH THE FOLLOWING:

The contractor shall maintain full access on Regent Street for all lanes at all times except during lane closures as described hereafter. Contractor is allowed twenty-one (21) calendar days of single (1) travel lane closures in each direction on Regent Street at the Shared-Use Path crossing. Travel lane closures shall not occur on days where UW Commencement, Ironman Sunday or Wisconsin Badger football, Men's basketball, or Men's hockey home games occur. The contractor may use drums as a channelizing device to separate traffic from work zone. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths.

PROPOSAL:

An item has been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVISE	50795	PRIVATE STORM SEWER LATERAL

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

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

http://www.bidexpress.com

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

Sincerely,

For:

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

RFP:AJZ



Department of Public Works

Engineering Division

James M. Wolfe, 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

January 5, 2023

Assistant City Engineer

Bryan Cooper, AIA Gregory T. Fries, P.E. Chris Petykowski, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1 Christina M. Bachmann, P.E.

Mark D. Moder, P.E. Financial Manager Steven B. Danner-Rivers

NOTICE OF ADDENDUM ADDENDUM 2 CONTRACT NO. 8641 BRAXTON PLACE AND LA MARIPOSA ASSESSMENT DISTRICT - 2022

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

BID SUBBMISION AND OPENING DATE:

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1. The Bid submission deadline has been extended.

PREQUALIFICATION APPLICATION DUE (2:00 P.M): January 19, 2023 BID SUBMISSION (2:00 P.M): January 26, 2023 BID OPEN (2:30 P.M.): January 26, 2023

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

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

http://www.bidexpress.com

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

Sincerely,

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

JMW:AJZ

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:	BRAXTON PLACE AND LA MARIPOSA
	LANE ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8641
SBE GOAL	15%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JANUARY 19, 2023
BID SUBMISSION (2:00 P.M.)	JANUARY 26, 2023
BID OPEN (2:30 P.M.)	JANUARY 26, 2023
PUBLISHED IN WSJ	DECEMBER 22, & 29, 2022, JANUARY 5,
	12 & 19, 2023

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, tlomax@cityofmadison.com.

<u>PREQUALIFICATION</u> APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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



Department of Public Works

Engineering Division

James M. Wolfe, 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

January 23, 2023

Assistant City Engineer

Bryan Cooper, AIA Gregory T. Fries, P.E.

Chris Petykowski, P.E.

Deputy Division Manager Kathleen M. Cryan

Principal Engineer 2

John S. Fahrney, P.E. Janet Schmidt, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.

Financial Manager Steven B. Danner-Rivers

NOTICE OF ADDENDUM ADDENDUM 3 CONTRACT NO. 8641 BRAXTON PLACE AND LA MARIPOSA ASSESSMENT DISTRICT - 2022

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

SPECIAL PROVISIONS:

REVISE PAGE A-1 OF SECTION A: STANDARD SPECIFICATIONS. The City of Madison's Standard Specifications for Public Works Construction edition has been changed.

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

REMOVE AND REPLACE PARAGRAPH UNDER HEADING SOUTH PARK STREET AND REGENT STREET INTERSECTION IN <u>SECTION 107.7 MAINTENANCE OF TRAFFIC</u> WITH THE FOLLOWING:

The contractor shall maintain full access at the South Park Street - Regent Street intersection for all lanes at all times except during lane closures as described hereafter. Contractor is allowed seven (7) calendar days of single (1) travel lane closures in each direction in the South Park Street – Regent Street intersection as shown in pages TC-1 and TC-2 of the traffic control plan during off-peak hours (8:30 a.m. – 4 p.m.) and pages TC-3 and TC-4 during peak hours (7:00 a.m. – 8:30 a.m.) and (4:00 p.m. – 5:30 p.m.). Travel lane closures shall not occur on days where UW Commencement, Ironman Sunday or Wisconsin Badger football, Men's basketball, or Men's hockey home games occur. Travel lane closures shall only occur between the dates of June 12th – August 25th (outside MMSD spring and fall school calendar). The contractor may use drums as a channelizing device to separate traffic from work zone.

Contractor shall place portable changeable message boards at least one (1) week in advance of lane closures in the Park Street-Regent Street intersection, notifying the public of the start of construction. Message boards are to be placed on S. Park Street/N. Park Street near the project limits.

Message boards shall read:

"PRK/RGNT WORK BEGINS

Day of Week Month/Date"

REVISE PAGE E-1 OF SECTION E: STANDARD SPECIFICATIONS. The City of Madison's Standard Specifications for Public Works Construction edition has been changed.

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 - 2023 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _______ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)

PROPOSAL:

An item has been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVISE	50212	SELECT BACKFILL SANITARY SEWER
REVISE	50301	8" PVC SANITARY SEWER PIPE (SDR 35, SDR 26)
REVISE	50321	8" PVC PRESSURE SANITARY SEWER PIPE
REVISE	50353	SANITARY SEWER LATERAL (SDR 35, SDR 26)
REVISE	50390	SEWER ELECTRONIC MARKERS
REVISE	50701	4' DIA SANITARY SAS
REVISE	50797	EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL
REVISE	90005	REMOVE GARAGE CONCRETE SLAB AND FOOTING

PLANS:

Title Sheet: Updated *Index Of Sheets* with new traffic control sheets.

P-4: Updated "restore medians w/12" of planting mix topsoil, emat, seeding – shortgrass prairie seed mix" note.

U-1 – U-2: Updated sanitary sewer main along La Mariposa Lane.

U-3: Updated sanitary sewer main along Shared-Use Path.

U-4: Updated sanitary sewer main at the South Park Street - Regent Street intersection.

U-5: Updated sanitary sewer schedule.

TC-3, TC-4: New sheets for the South Park Street - Regent Street intersection sanitary sewer work.

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

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

http://www.bidexpress.com

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

Sincerely,

RFP:AJZ

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:	BRAXTON PLACE AND LA MARIPOSA
	LANE ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	8641
SBE GOAL	15%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JANUARY 19, 2023
BID SUBMISSION (2:00 P.M.)	JANUARY 26, 2023
BID OPEN (2:30 P.M.)	JANUARY 26, 2023
PUBLISHED IN WSJ	DECEMBER 22, & 29, 2022, JANUARY 5,
	12 & 19, 2023

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, tlomax@cityofmadison.com.

<u>PREQUALIFICATION</u>: Forms are available on our website, <u>www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified</u>. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2023 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8641

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 - 2023 Edition thereto, Form of Agreement, Form of
	Bond, and Addenda issued and attached to the plans and specifications on file in the office of the
	City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and
	expendable equipment necessary to perform and complete in a workmanlike manner the
	specified construction on this project for the City of Madison; all in accordance with the plans and
	specifications as prepared by the City Engineer, including Addenda Nos through
	to the Contract, at the prices for said work as contained in this proposal. (Electronic bids
2.	submittals shall acknowledge addendum under Section E and shall not acknowledge here)
۷.	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
5.	CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID). I hereby certify that all statements herein are made on behalf of
J .	I hereby certify that all statements herein are made on behalf of
	(name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of
	a partnership consisting of; an individual trading as; of the City of; state of; that I have examined and carefully prepared this Proposal,
	; of the City ofState
	of; that I have examined and carefully prepared this Proposal,
	from the plans and specifications and have checked the same in detail before submitting this
	Proposal; that I have fully authority to make such statements and submit this Proposal in (its,
	their) behalf; and that the said statements are true and correct.
SIGNAT	TURE
TITLE, I	FANY
Sworn	and subscribed to before me this
	day of, 20
	, 20
/Noton	y Public or other officer authorized to administer oaths)
My Co	mmission Expires
Bidder	s shall not add any conditions or qualifying statements to this Proposal.
	or quanting outomotto to the repodul.

PUBLIC IMPROVEMENT PROJECT

APPROVED DATE: MAY 24, 2022

PUBLIC IMPROVEMENT DESIGN

BY THE COMMON COUNCIL

OF MADISON, WISCONSIN

APPROVED

APPROVED BY:

N- greg Fries

STREET

City Engineer

STREET
DESIGNED BY:

WISCONSINITION

ANDREW J.

ZWIEG
E-41753
MADISON

MADISON

STORM & SANITARY SEWER

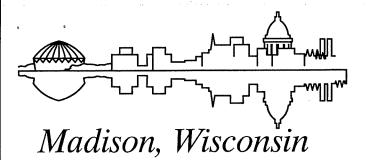
HIMINITUM WALLER

FRANK

E-45653

DESIGNED BY:

Dec 21, 2022



CITY OF MADISON

CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS PLAN OF PROPOSED IMPROVEMENT

BRAXTON PLACE AND LA MARIPOSA ASSESSMENT DISTRICT - 2022

CITY PROJECT NO. 13169 CONTRACT NO. 8641

PROJECT RANDALL REGENT ST

ESTIMATED UNDISTRIBUTED UNDERCUT

= 300 C.Y.

TOTAL UNCLASSIFIED EXCAVATION CUT

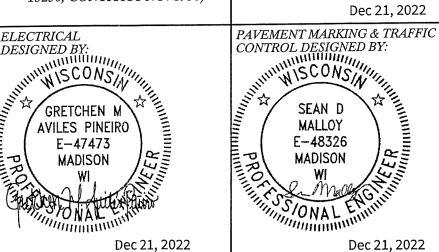
= 2.200 C.Y.

EARTH WORK SUMMARY:

EXCAVATION CUT (MEASURED PLAN QUANTITY) = 1,900 C.Y.

BAYVIEW TOWNHOUSES - 601 BAY VIEW (SEE PROJECT NO. 13250, CONTRACT NO. 8956)

ELECTRICAL



SHEET NO. 1

SHEET NO. D1 TYPICAL SECTIONS

EXISTING CONDITIONS & REMOVAL PLAN SHEET NO. D2

CONCRETE JOINTING PLAN SHEET NO. D3

SHEET NO. D4 CURB RAMP DETAIL

SHEET NO. P1-P4 STREET PLAN & PROFILES UTILITY PLAN & PROFILES

SHEET NO. U5 SANITARY SEWER SCHEDULE

STORM SEWER SCHEDULE

SHEET NO. E1-E2 ELECTRICAL PLANS

PAVEMENT MARKING PLANS SHEET NO. M1-M3 SĤEÈT NO.`TC1-TC4

SHEET NO. XI BRAXTON PLACE CROSS SECTIONS

LA MARIPOSA LANE CROSS SECTIONS SHEET NO. X2-X4

SHARED-USE PATH CROSS SECTIONS SHEET NO. MN1 MAINTENANCE MAP (CITY USE ONLY)

CONVENTIONAL SIGNS

FIELD VERIFY ALL UTILITY LOCATIONS

GAS STORM SEWER

SANITARY SEWER WATER

OVERHEAD ELECTRIC

ADA COMPLIANT RAMP W/

DETECTABLE WARNING FIELD

COMBUSTIBLE FLUIDS

NOTES:

ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE OF 0.50% TOWARD STORM SEWER INLETS.

SIDEWALK RAMPS SHALL HAVE A MAXIMUM SLOPE OF

CONSTRUCTED WITH A SIDE SLOPE OF 1.50%. SIDEWALK

0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00%

EXCEPT WHERE STREET GRADES EXCEED 5.00%.

DATE: 12/20/2022 9:27 PM

Dec 21, 2022

Date

INDEX OF SHEETS

TITLE

SHEET NO. ECI-EC3 EROSION CONTROL PLANS

SHEET NO. U1-U4

SHEET NO. U6

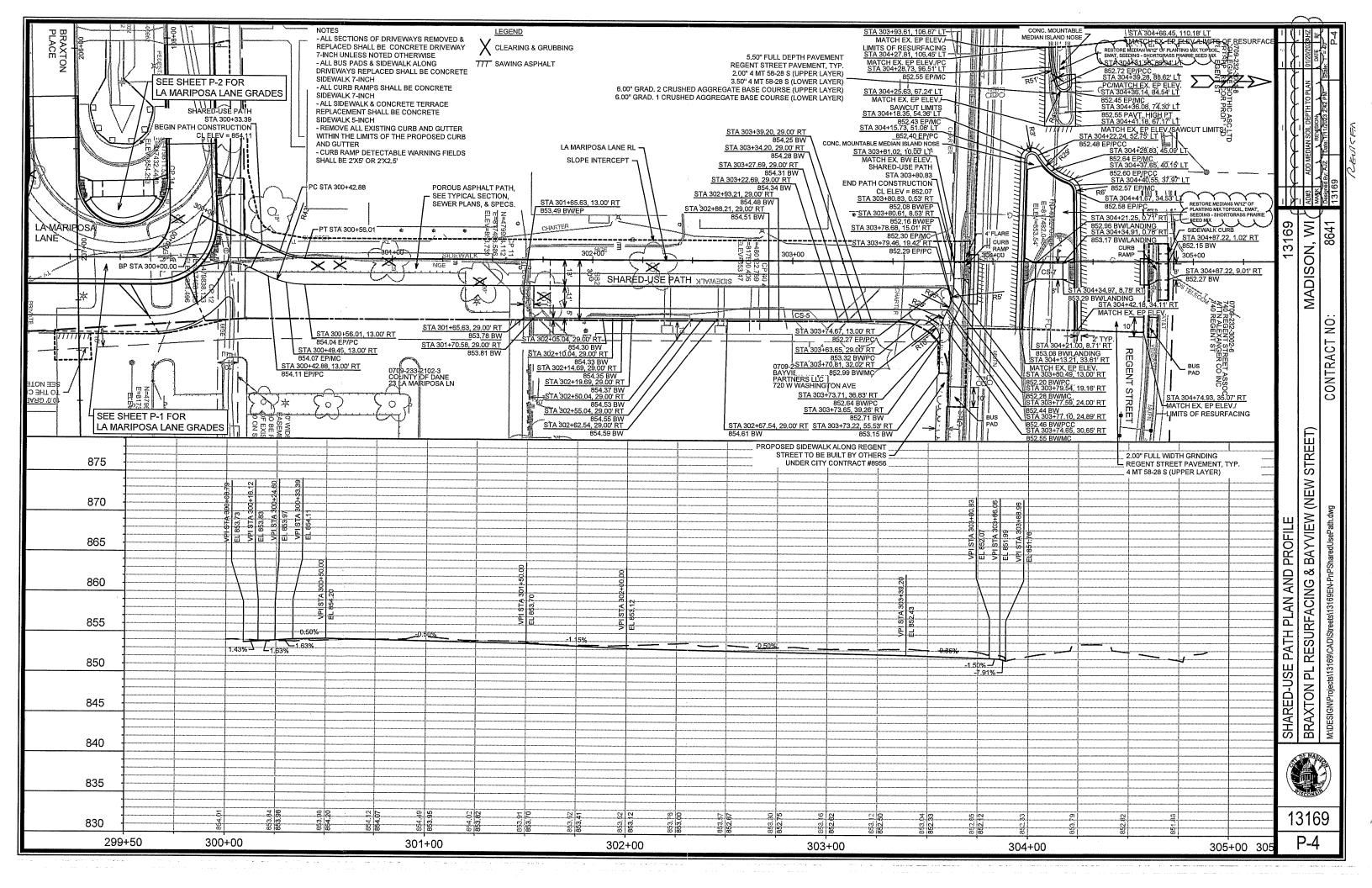
SHEET NO. X5-X6

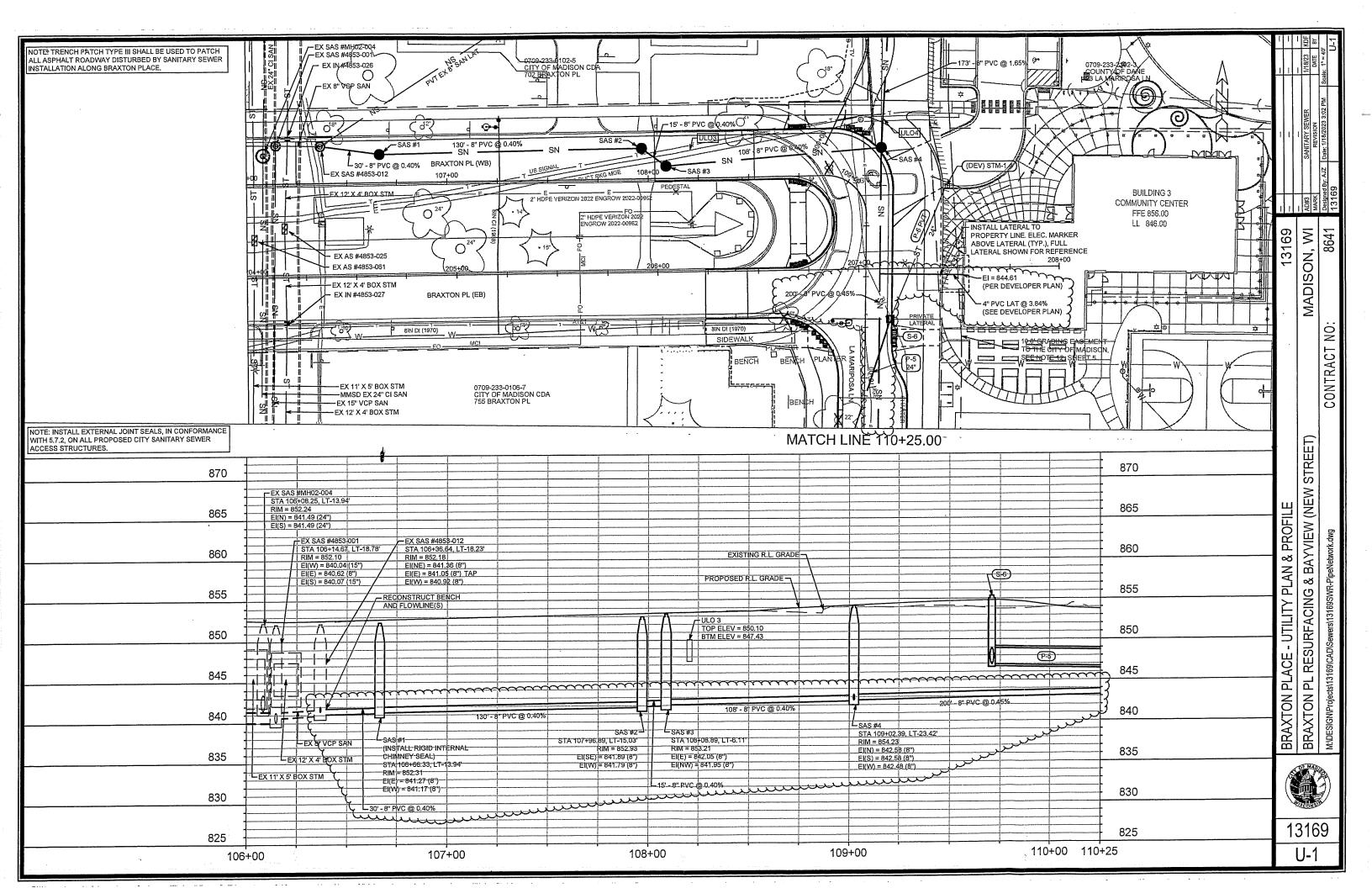
BURIED ELECTRIC

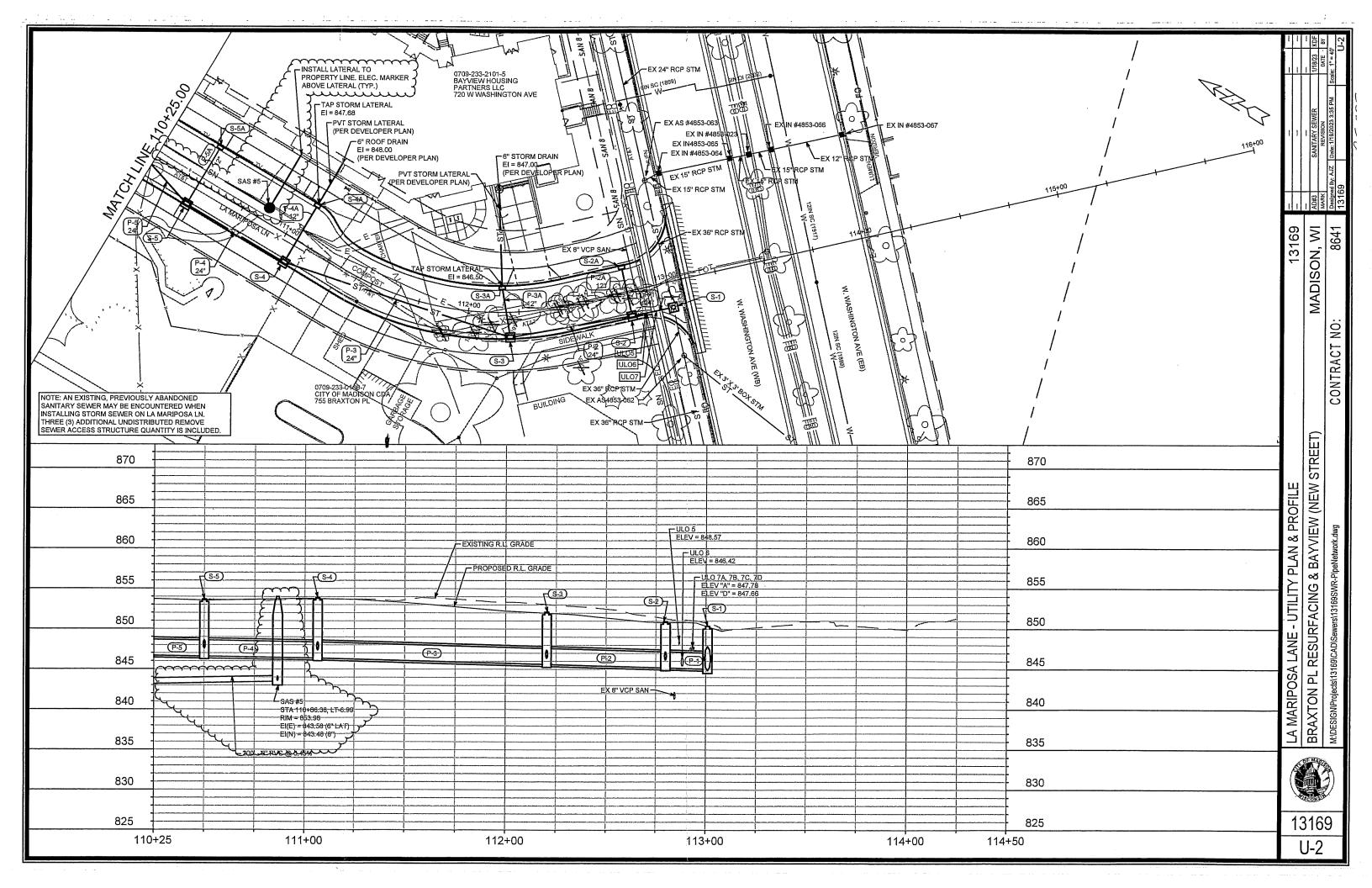
POWER POLE

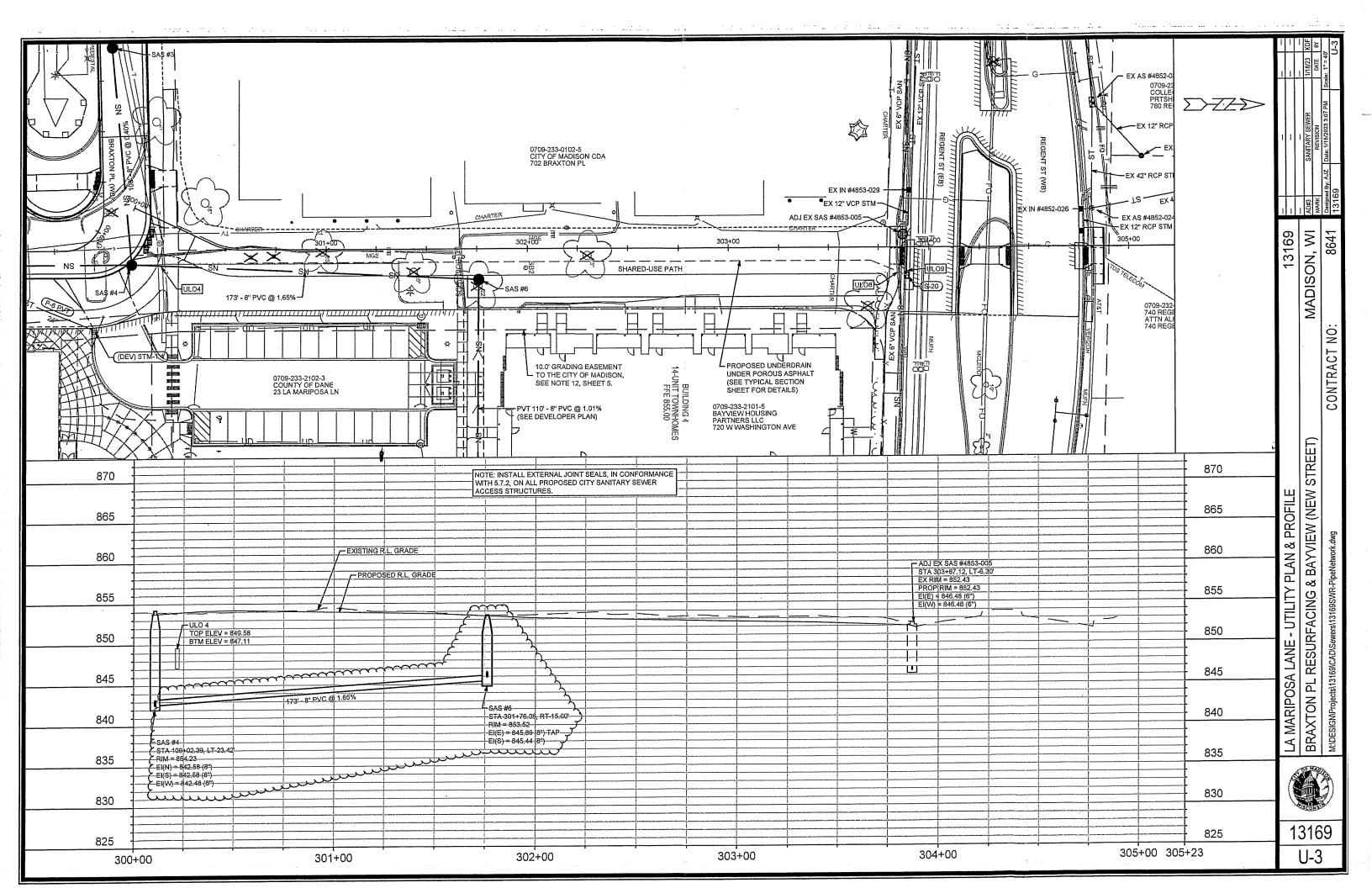
I" PER 12". SIDEWALK AND CURB RAMPS SHALL BE

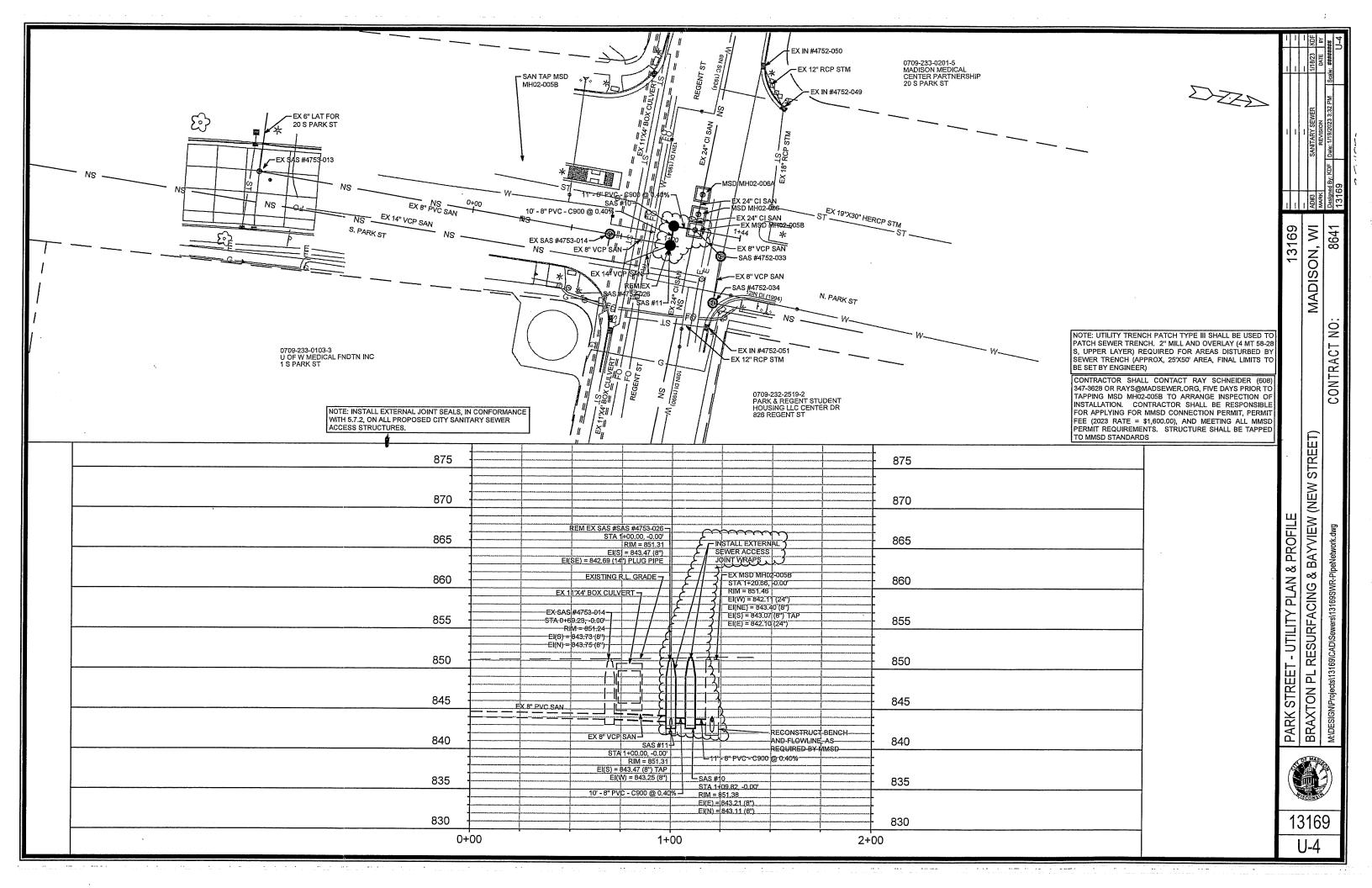
SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF











SEVISE

SANITARY SEWER SCHEDULE

PRO	POSED SANITARY	STRUCTU	RES			
SAS	STATION	LOCATION	TOP OF	E.I.	DEPTH	NOTES
NO.		(OFFSET)	CASTING			
BRAX	TON PL					
* SAS#	106+66.33	LT-13.94	852.31	841.17	11.14	[1], [2]
* SAS #	2 107+96.89	LT-15.03	852.93	841.79	11.14	[1]
* SAS #	108+08.89	LT-6.11	853.21	841.95	11.26	[1]
* SAS #	4 109+02.39	LT-23.42	854.23	842.48	11.75	[1]
* SAS #	110+86.38	LT-6.99	853.98	843.48	10.50	[1]
SHAF	ED-USE PATH					
SAS #	6 301+76.08	RT-15.00	853.52	845.44	8.08	[1]
PARK	ST					
* SAS #	1+09.82	CL	851.38	843.11	8.27	[1]
* SAS	1+ 00.00	CL	851.31	843.25	8.06	[1]

SANITARY STRUCTURES ADJUSTMENTS							
STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	EX. TOC ELEV.	PROP ELEV.	ADJUST DIFF.	NOTES	
SHARED-USE PAT	H 303+87 12	LT-6.30	852.43	852.43	0.00	-	

*DEV	1/18/2023	KDE

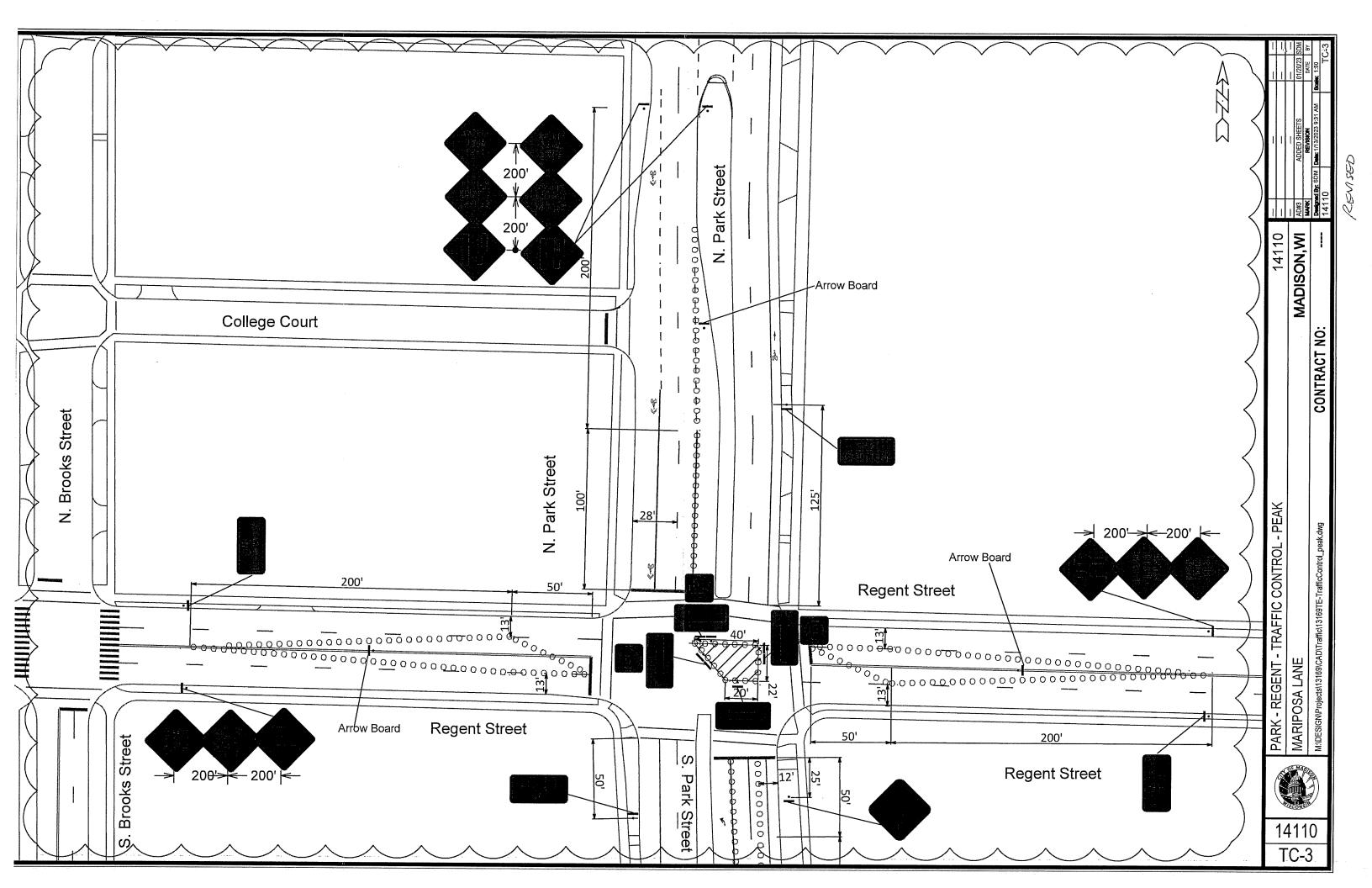
 BRAXTON PLACE AND LA MARIPOSA LANE	SHEET NO				
ASSESSMENT DISTRICT - 2022	U-5				
PROJECT NO. 13169					
SANITARY SEWER SCHEDULE					
CITY	OF MADISON				

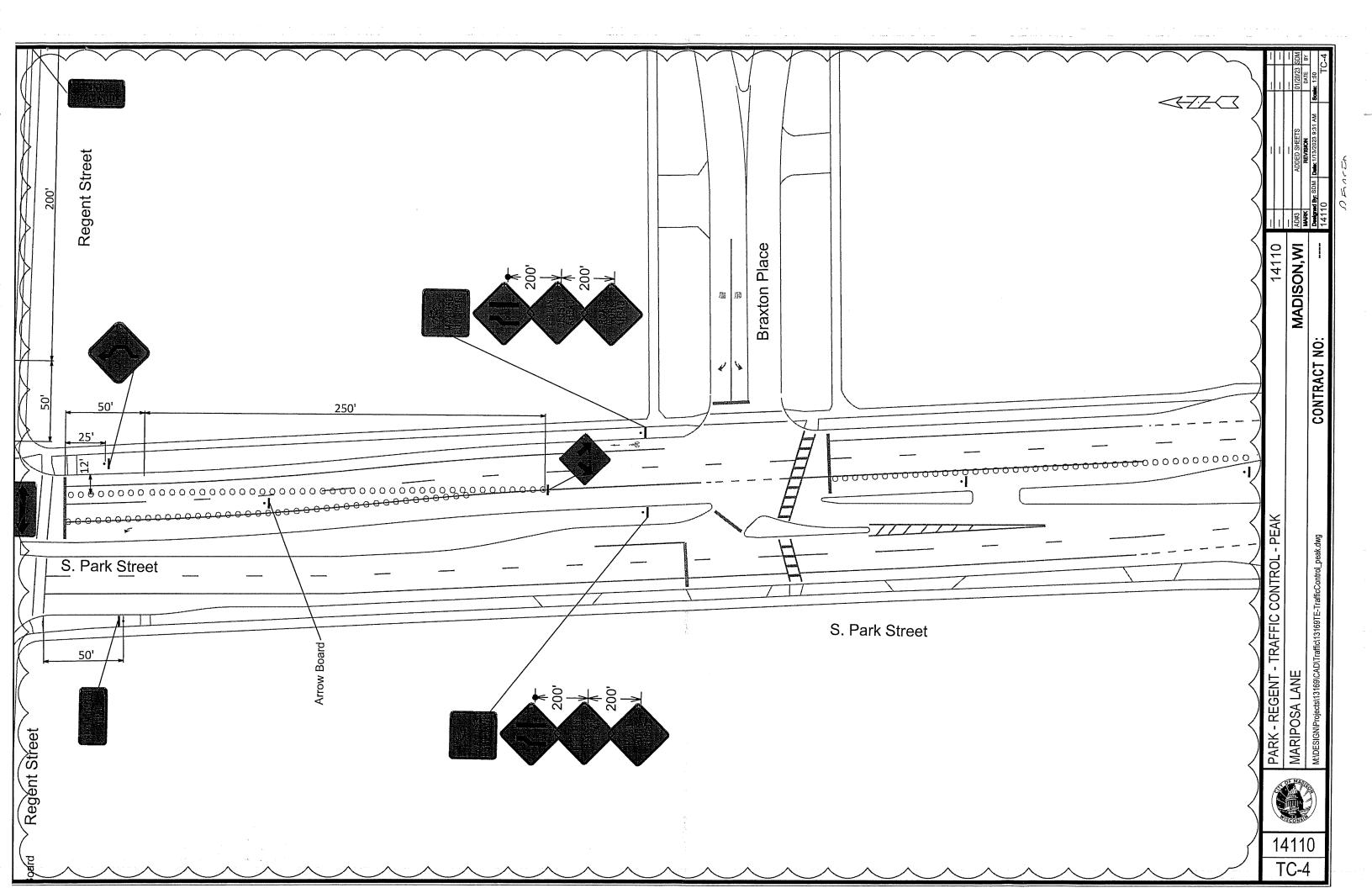
	PROPOSED SA	NITARY PIPES							
	FROM	TO	DWNSTRM	UPSTRM	PLAN (PAY)	SLOPE	PIPE	PVC	NOTES
	(DNSTM)	(UPSTM)	E.I.	E.I.	LGTH (FT)	(%)	SIZE	TYPE	
	BRAXTON PL								
*	SAS #4853-012	SAS #1	841.05	841.17	30	0.40%	8"	SDR-35	-
*	SAS #1	SAS #2	841.27	841.79	130	0.40%	8"	SDR-35	-
*	SAS #2	SAS #3	841.89	841.95	15	0.40%	8"	SDR-35	-
	SAS #3	SAS #4	842.05	842.48	108	0.40%	8"	SDR-35	-
	SAS #4	SAS #5	842.58	843.48	200	0.45%	8"	SDR-35	-
	SHARED-USE PATH								
*	SAS #4	SAS #6	842.58	845.44	173	1.65%	8"	SDR-35	-
	PARK ST								
*	EX MSD MH02-005B	SAS #10	843.07	843.11	11	0.40%	8"	C900	[3] TAP MSD MH02-005B
*	SAS #10	SAS #11	843.21	843.25	10	0.40%	8"	C900	-

SPECIFIC NOTES

^[1] INSTALL EXTERNAL SEWER ACCESS STRUCTURE JOINT SEALS IN ACCORDANCE WITH CITY SDD 5.7.2 [2] INSTALL RIGID INTERNAL CHIMNEY SEAL IN ACCORDANCE WITH SDD 5.7.17

^{* [3]} CONTACT RAY SCHNEIDER, 608-347-3628 OR RAYS@MADSEWER.ORG, FIVE DAYS PRIOR TO TAPPING MSD MH02-005B
TO ARRANGE FOR PERMITTING AND INSPECTION. TAP CONNECTION SHALL CONFORM TO ALL MMSD CONNECTION PERMIT
CRITERIA. CONTRACTOR IS RESPONSIBLE FOR PERMIT FEE (\$1,600.00) 2023 RATE.





Dec 21, 2022

Dec 21, 2022

Date

PUBLIC IMPROVEMENT PROJECT

APPROVED DATE: MAY 24, 2022

BY THE COMMON COUNCIL OF MADISON, WISCONSIN

APPROVED

APPROVED BY:

CV- greg Fries

STREET

City Engineer

ANDREW J.

ZWIEG

E-41753

MADISON

STORM & SANITARY SEWER

MINIMAN SCONS

FRANK

DESIGNED BY:

CITY OF MADISON

CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS PLAN OF PROPOSED IMPROVEMENT

INDEX OF SHEETS

SHEET NO. 1 TITLE TYPICAL SECTIONS SHEET NO. D1

SHEET NO. D2 EXISTING CONDITIONS & REMOVAL PLAN

SHEET NO. D3 CONCRETE JOINTING PLAN

SHEET NO. D4 CURB RAMP DETAIL

SHEET NO. EC1-EC3 EROSION CONTROL PLANS SHEET NO. P1-P4 STREET PLAN & PROFILES

SHEET NO. U1-U4 UTILITY PLAN & PROFILES

SANITARY SEWER SCHEDULE SHEET NO. U5 SHEET NO. U6 STORM SEWER SCHEDULE

ELECTRICAL PLANS SHEET NO. E1-E2

PAVEMENT MARKING PLANS SHEET NO. M1-M3

SHEET NO. TC1-TC2 TRAFFIC CONTROL PLANS

BRAXTON PLACE CROSS SECTIONS SHEET NO. X1

LA MARIPOSA LANE CROSS SECTIONS SHEET NO. X2-X4

SHEET NO. X5-X6 SHARED-USE PATH CROSS SECTIONS

MAINTENANCE MAP (CITY USE ONLY) SHEET NO. MN1

CONVENTIONAL SIGNS FIELD VERIFY ALL UTILITY LOCATIONS

STORM SEWER SANITARY SEWER WATER

BURIED ELECTRIC OVERHEAD ELECTRIC

POWER POLE

ADA COMPLIANT RAMP W/ DETECTABLE WARNING FIELD

COMBUSTIBLE FLUIDS

ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE OF 0.50% TOWARD STORM SEWER INLETS.

SIDEWALK RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1" PER 12". SIDEWALK AND CURB RAMPS SHALL BE

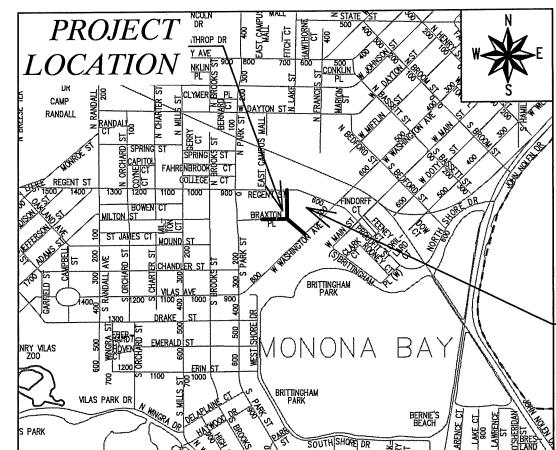
CONSTRUCTED WITH A SIDE SLOPE OF 1.50%. SIDEWALK

SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF

0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00% EXCEPT WHERE STREET GRADES EXCEED 5.00%.

BRAXTON PLACE AND LA MARIPOSA ASSESSMENT DISTRICT - 2022

> CITY PROJECT NO. 13169 CONTRACT NO. 8641



EARTH WORK SUMMARY:

EXCAVATION CUT (MEASURED PLAN QUANTITY) = 1,900 C.Y.

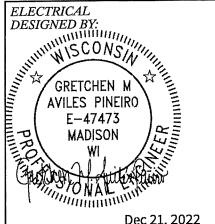
ESTIMATED UNDISTRIBUTED UNDERCUT

= 300 C.Y.

TOTAL UNCLASSIFIED EXCAVATION CUT

= 2,200 C.Y.

BAYVIEW TOWNHOUSES - 601 BAY VIEW (SEE PROJECT NO. 13250, CONTRACT NO. 8956)

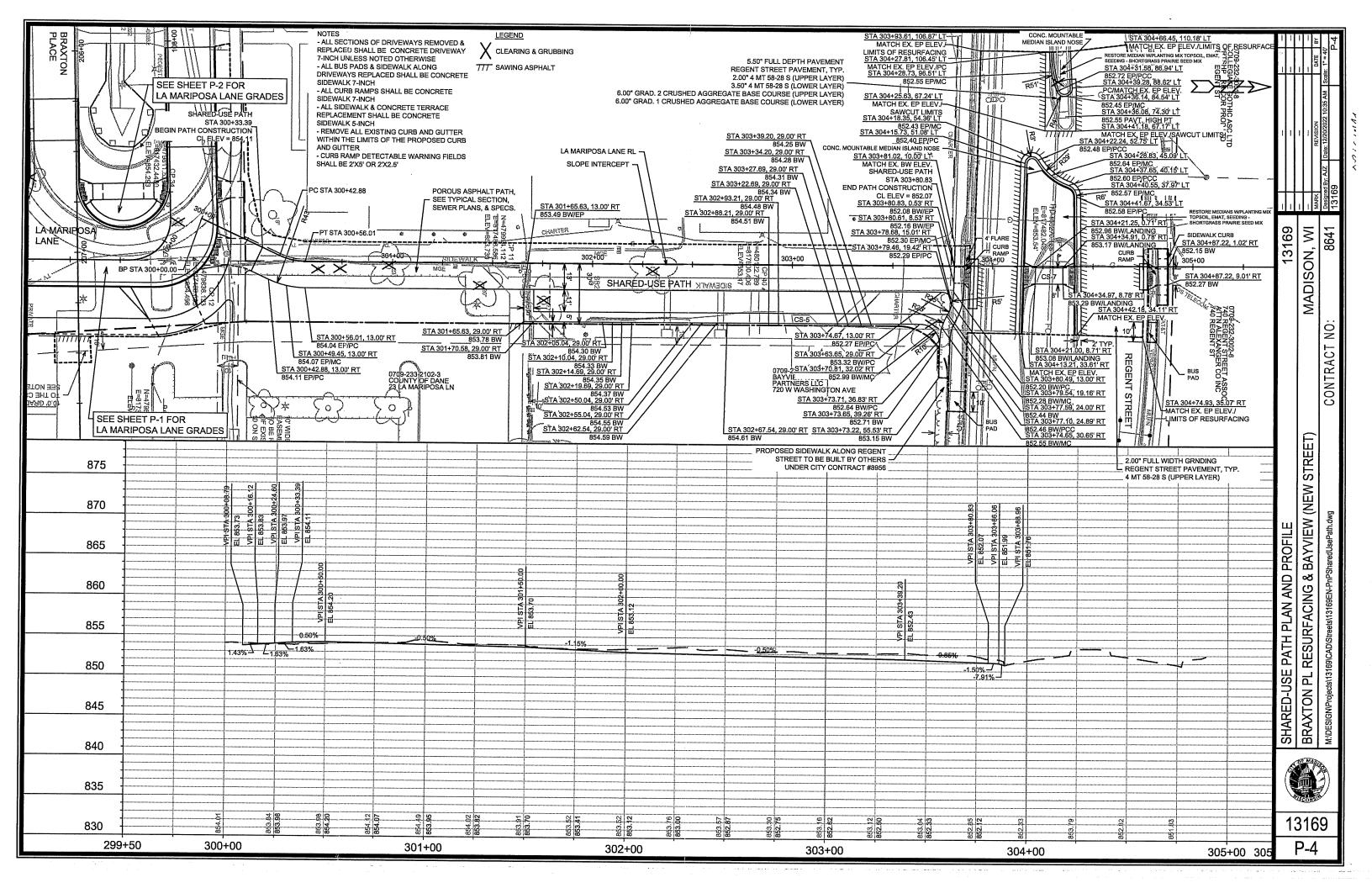


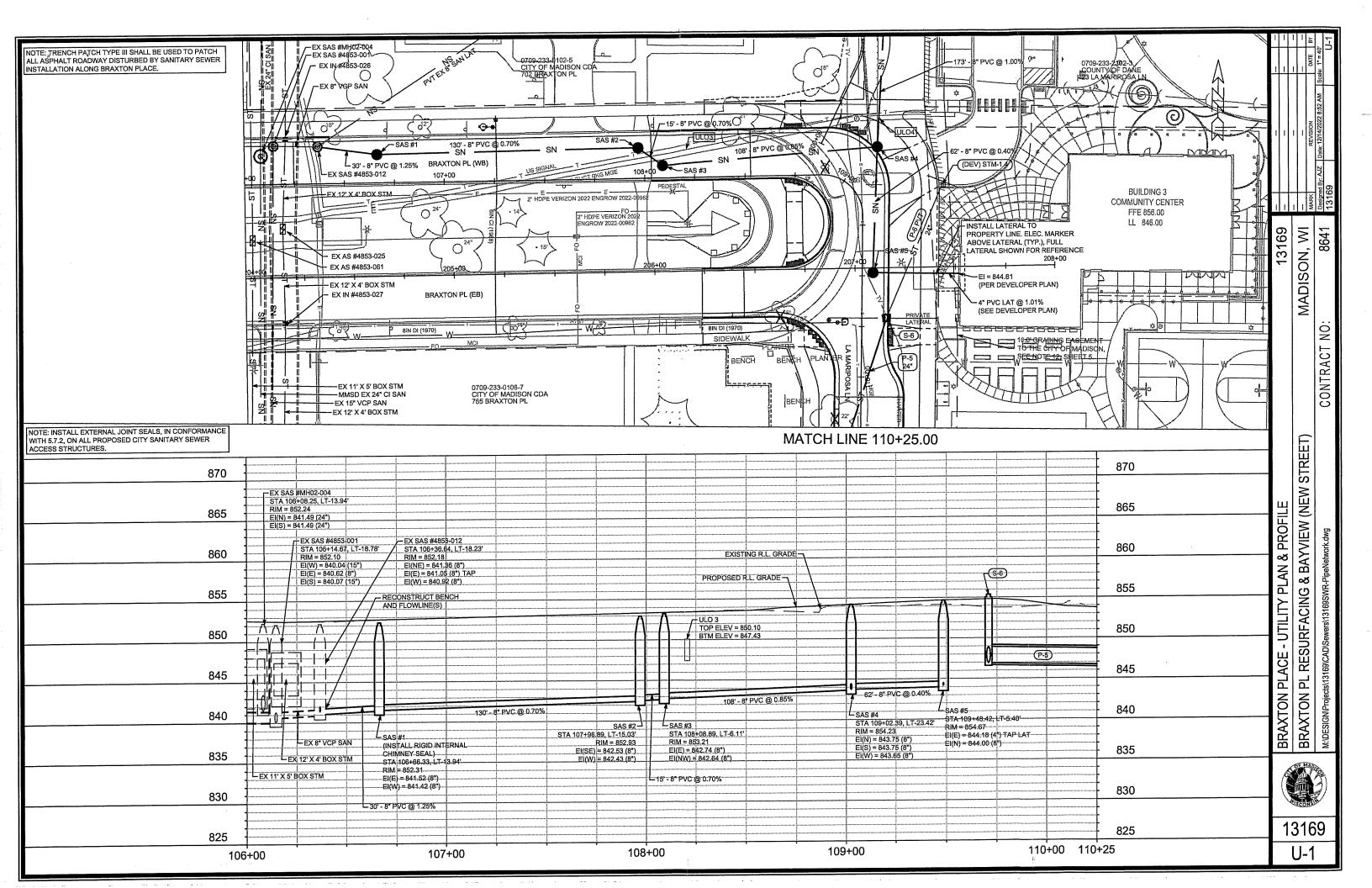
Dec 21, 2022

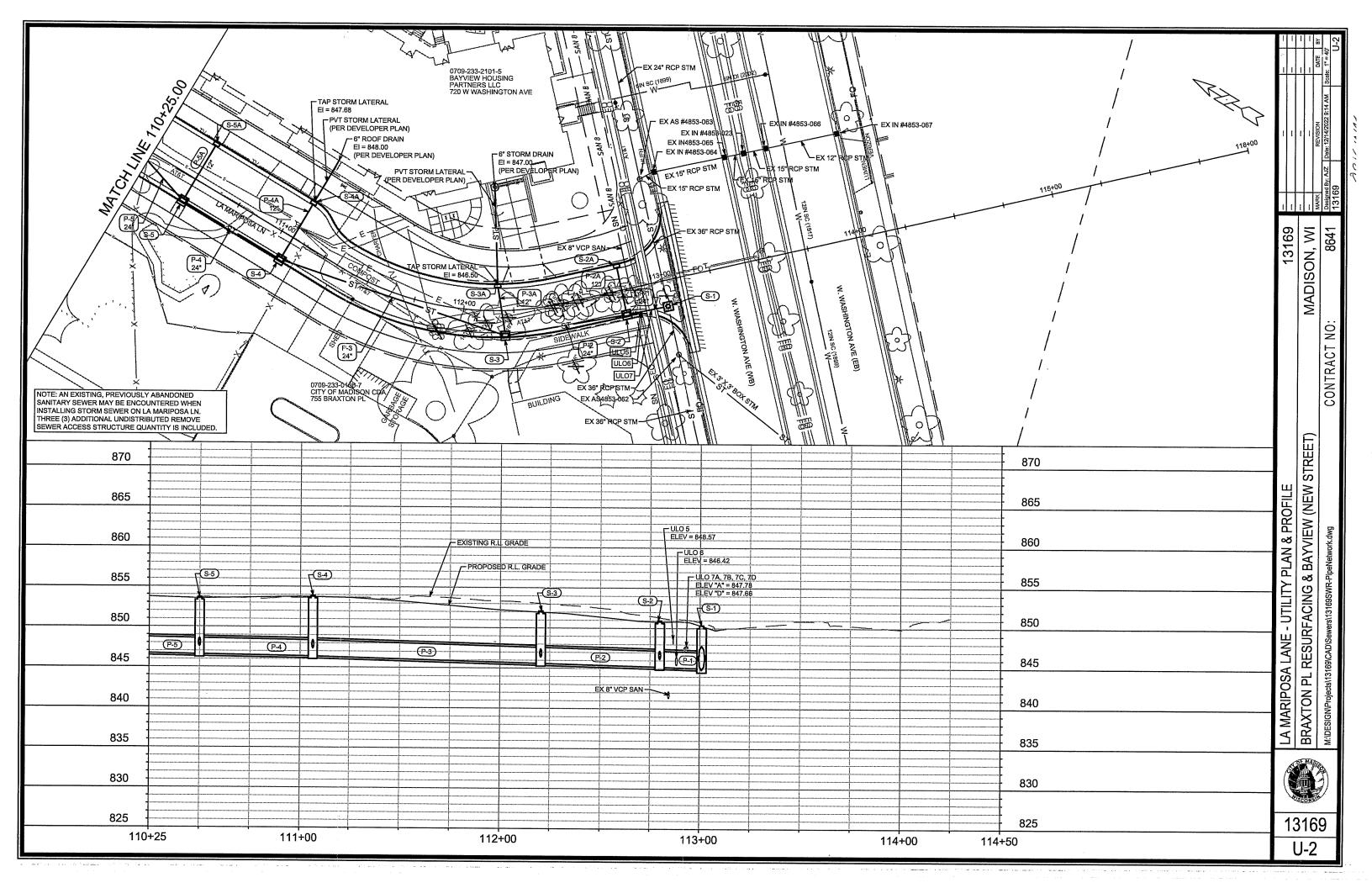
PAVEMENT MARKING & TRAFFIC PAVEMENT MARKING & THE CONTROL DESIGNED BY:

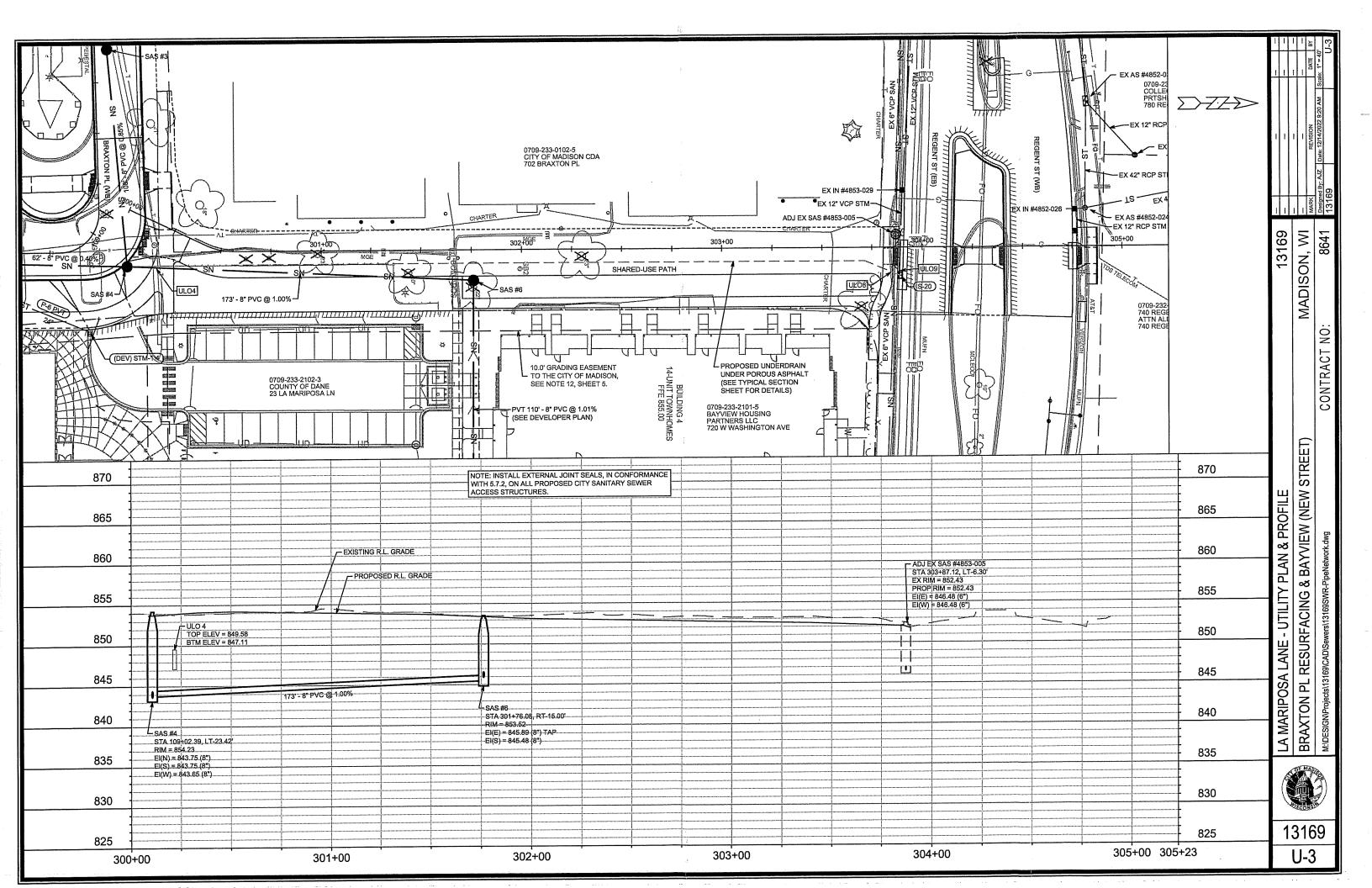
WISCONS IN THE CONTROL OF THE CONTRO MADISON Dec 21, 2022

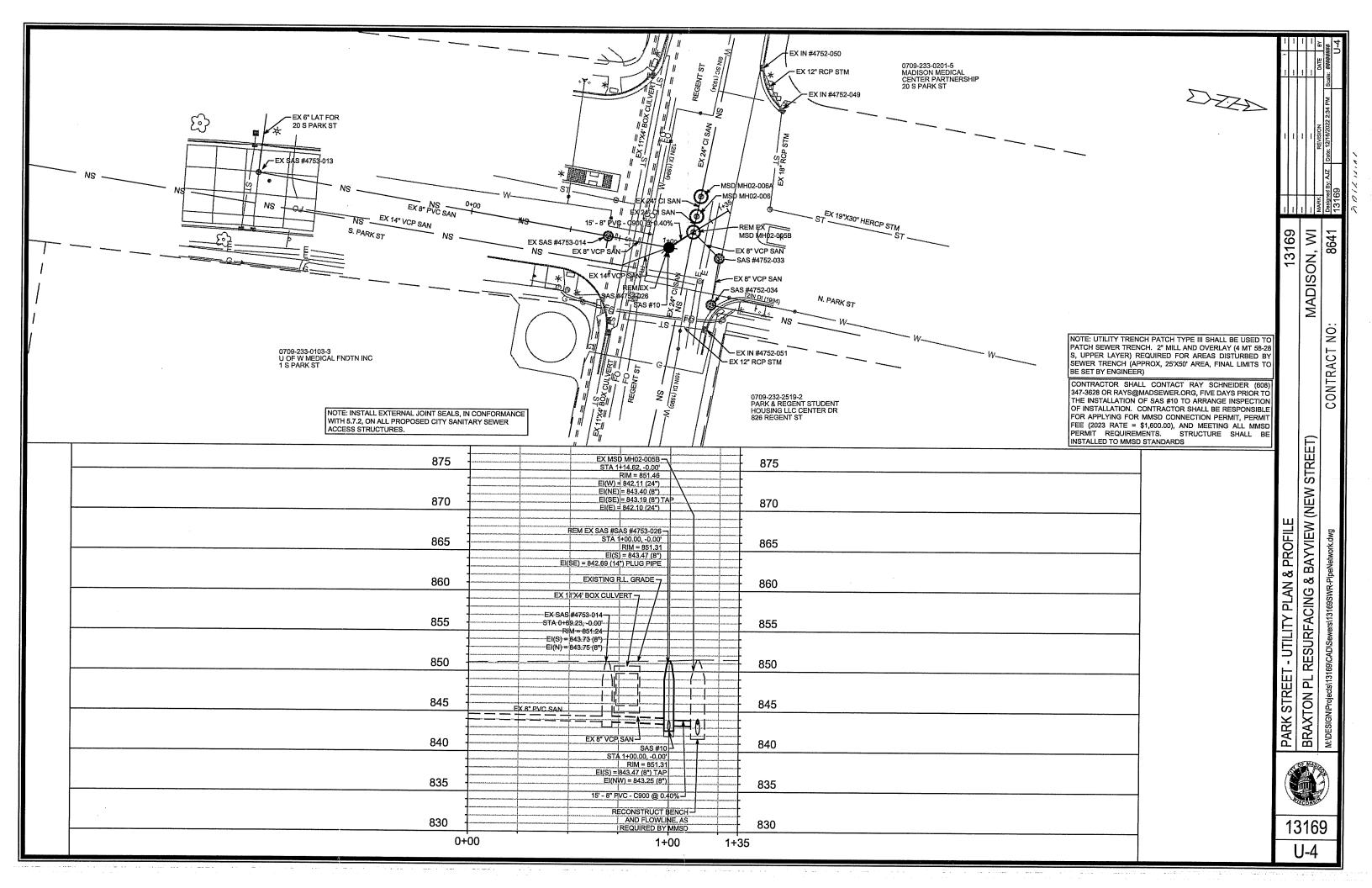
DATE: 12/20/2022 9:27 PM











SANITARY SEWER SCHEDULE

PROPOSI	ED SANITARY	STRUCTU	RES			
SAS	STATION	LOCATION	TOP OF	E.I.	DEPTH	NOTES
NO.		(OFFSET)	CASTING			
BRAXTON PL						
SAS #1	106+66.33	LT-13.94	852.31	841.42	10.89	[1], [2]
SAS #2	107+96.89	LT-15.03	852.93	842.43	10.50	[1]
SAS #3	108+08.89	LT-6.11	853.21	842.64	10.58	[1]
SAS #4	109+02.39	LT-23.42	854.23	843.65	10.58	[1]
SAS #5	10948.42	-5.4	854.67	844.00	10.67	[1]
SHARED-USE	PATH					
SAS #6	301+76.08	RT-15.00	853.52	845.48	8.04	[1]
PARK ST						
SAS #10	1+00.00	CL	851.31	0.00	851.31	-

SANITARY 9	STRUCTUR	ES ADJUS	TMENTS			
STRUCTURE ID NO.	STATION	LOCATION (OFFSET)	EX. TOC ELEV.	PROP ELEV.	ADJUST DIFF.	NOTES
SHARED-USE PA	ГН 303+87.12	LT-6.30	852.43	852.43	0.00	-

SPECIFIC NOTI	=0

[1] INSTALL EXTERNAL SEWER ACCESS STRUCTURE JOINT SEALS IN ACCORDANCE WITH CITY SDD 5.7.2 [2] INSTALL RIGID INTERNAL CHIMNEY SEAL IN ACCORDANCE WITH SDD 5.7.17

BRAXTON PLACE AND LA MARIPOSA LANE	SHEET NO.
ASSESSMENT DISTRICT - 2022	U-5
PROJECT NO. 13169	
SANITARY SEWER SCHEDULE	
CITY	OF MADISON TO

PROPOSED S	SANITARY PIPES						,	
FROM	ТО	DWNSTRI	M UPSTRM	PLAN (PAY)	SLOPE	PIPE	PVC	NOTES
(DNSTM)	(UPSTM)	E.I.	E.I.	LGTH (FT)	(%)	SIZE	TYPE	
BRAXTON PL								
SAS #4853-012	SAS #1	841.05	841.42	30	1.25%	8"	SDR-35	-
SAS #1	SAS #2	841.52	842.43	130	0.70%	8"	SDR-35	-
SAS #2	SAS #3	842.53	842.64	15	0.70%	8"	SDR-35	-
SAS #3	SAS #4	842.74	843.65	108	0.85%	8"	SDR-35	-
SAS #4	SAS #5	843.75	844.00	62	0.40%	8"	SDR-35	-
SHARED-USE PATH								
SAS #4	SAS #6	843.75	845.48	173	1.00%	8"	SDR-35	-
PARK ST								

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE BRAXTON PLACE AND LA MARIPOSA LN

CONTRACT NO. 8641

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 - 2022 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 Nos1 through3 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)
227	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
	(name of corporation, partnership, or person submitting bid) a corporation organized and existing
	under the laws of the State of WI a partnership consisting of an individual trading as
	an individual trading as jof the City of Sun Prairie State
	of WI ; 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.
age and a second	
-4	
SIGNAT	
	1 to the second of the second
TITLE, II	FANY
Sworn	and subscribed to before the this 26 day of JANUARY , 20 23.
$\tilde{\epsilon}$	Turbuarchudes
	Public or other officer authorized to administer oaths)
My Co	mmission Expires @118/2025
D . I I	to the contract of the contrac

STEPHANIE JUEDES Notary Public State of Wisconsin

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

Contract 8641 - 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.

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the

Method of Submittal for BVC (click in box below to choose) * I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

pro	The Contractor has reviewed the list and shall not use any apprenticeable trades on this ject.
	T APPRENTICABLE TRADES (check all that apply to your work to be performed on this tract)
Г	BRICKLAYER
П	CARPENTER
	CEMENT MASON / CONCRETE FINISHER
	CEMENT MASON (HEAVY HIGHWAY)
V	CONSTRUCTION CRAFT LABORER
	DATA COMMUNICATION INSTALLER
	ELECTRICIAN
П	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL /
SE	RVICE
П	GLAZIER
V	HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
Г	INSULATION WORKER (HEAT and FROST)
	IRON WORKER
Г	IRON WORKER (ASSEMBLER, METAL BLDGS)
	PAINTER and DECORATOR
	PLASTERER
П	PLUMBER
	RESIDENTIAL ELECTRICIAN
	ROOFER and WATER PROOFER
П	SHEET METAL WORKER
	SPRINKLER FITTER
Г	STEAMFITTER
Γ	STEAMFITTER (REFRIGERATION)
	STEAMFITTER (SERVICE)
П	TAPER and FINISHER
П	TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
_	TILE SETTER

CONTRACT NO. 8641

Small Business Enterprise Compliance Report

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

Cover Sheet

Capitol Underground, Inc

Prime Bidder Information

Company:

Address:	782 Lois Dr Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Brent Conwell Controller
,	
Prime Bidder Certificati	<u>on</u>
Name:	Brent Conwell
Title:	Controller
Company:	Capitol Underground, Inc
I certify that the information knowledge and belief.	ation contained in this SBE Compliance Report is true and correct to the best of my
36%	
-Witness' Signature	Bløder's Signature

CONTRACT NO.

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized		Type of Work	% of Tota Bid Amou	
Mike Schlobohm Trucking	Trucking	•		%
Other SBE Trucks As Available	Trucking		6.7	%
				%
				%
				%
				%
				%
	100			%
A				%
				%
				%
				%
		<u> </u>	·····	%
Subtotal SBE who are NOT supp	oliers:		6.7	%
SBE Subcontractors Who Are Sup	pliers			
Name(s) of SBEs Utilized		Type of Work	% of Tota Bid Amou	
				%
				%
				%
				%
				%
				%
Subtotal Contractors who are su	uppliers:	% x 0.6 =	% (discounted to 60	%)
Total Percentage of SBE Utilizat	ion: <u>6.7</u>	<u></u> %.		

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8641

DATE: 1/26/23

Capitol Underground, Inc.

ltem	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$10,950.00	\$10,950.00
10720 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	34.00	\$30.00	\$1,020.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	26.00	\$65.00	\$1,690.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	2.00	\$1,560.00	\$3,120.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	100.00	\$5.00	\$500.00
10912 - MOBILIZATION - LUMP SUM	1.00	\$93,500.00	\$93,500.00
20101 - EXCAVATION CUT - C.Y.	2200.00	\$25.25	\$55,550.00
20204 - SELECT FILL - TON	500.00	\$13.60	\$6,800.00
20130 - UNDERDRAIN - L.F.	210.00	\$14.40	\$3,024.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)- S.Y.	1400.00	\$3.50	\$4,900.00
20219 - BREAKER RUN - TON	500.00	\$11.40	\$5,700.00
20221 - TOPSOIL - S.Y.	3600.00	\$5.10	\$18,360.00
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	645.00	\$3.00	\$1,935.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	1100.00	\$4.15	\$4,565.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	7400.00	\$3.60	\$26,640.00
20326 - REMOVE FENCE - L.F.	450.00	\$10.75	\$4,837.50
20401 - CLEARING - I.D.	343.00	\$19.25	\$6,602.75
20406 - GRUBBING - I.D.	343.00	\$19.25	\$6,602.75
20701 - TERRACE SEEDING - S.Y.	3600.00	\$1.85	\$6,660.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3600.00	\$2.05	\$7,380.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	1300.00	\$31.05	\$40,365.00
	100.00	\$56.25	\$5,625.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	200.00	\$46.25	\$9,250.00
30204 - TYPE 'D' CONCRETE CURB & GUTTER - L.F.			
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	100.00	\$56.50	\$5,650.00
30301 - 5-INCH CONCRETE SIDEWALK - S.F.	10050.00	\$8.40	\$84,420.00
30302 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	2100.00	\$9.20	\$19,320.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	100.00	\$13.50	\$1,350.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	192.00	\$40.00	\$7,680.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	460.00	\$18.50	\$8,510.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1370.00	\$18.50	\$25,345.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	400.00	\$90.80	\$36,320.00
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	150.00	\$114.50	\$17,175.00
40218 - TACK COAT - GAL	90.00	\$3.00	\$270.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	50.00	\$49.46	\$2,473.00
40301 - FULL WIDTH GRINDING - S.Y.	1240.00	\$7.50	\$9,300.00
40311 - PULVERIZE AND SHAPE - S.Y.	500.00	\$9.85	\$4,925.00
40402 - 9-INCH CONCRETE PAVEMENT - S.Y.	700.00	\$105.60	\$73,920.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	40.00	\$2.40	\$96.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	125.00	\$1.50	\$187.50
60803 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	75.00	\$2.20	\$165.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	75.00	\$9.50	\$712.50
60814 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	200.00	\$13.25	\$2,650.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	200.00	\$16.50	\$3,300.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	50.00	\$18.75	\$937.50
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - L.F.	100.00	\$10.50	\$1,050.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	100.00	\$4.25	\$425.00
90001 - REMOVING DEBRIS - L.S.	1.00	\$16,700.00	\$16,700.00
90002 - REMOVE PEDESTRIAN LIGHTS - EACH	3.00	\$1,500.00	\$4,500.00
90003 - CONSTRUCTION FENCE - L.F.	325.00	\$8.00	\$2,600.00
90004 - TEMPORARY CROSSWALK ACCESS - EACH	2.00	\$2,860.00	\$5,720.00
90005 - REMOVE GARAGE CONCRETE SLAB AND FOOTING - S.Y.	300.00	\$22.25	\$6,675.00
90006 - SEEDING - SHORTGRASS PRAIRIE SEED MIX - S.Y.	300.00	\$7.00	\$2,100.00
90000 - SEEDING - SHOKTGRASS FRANCE SEED MIX - S.T. 90007 - PLANTING MIX TOPSOOIL - S.Y.	300.00	\$10.50	\$3,150.00
90007 - PLANTING MIX TOPSOOIL - 3.1. 90030 - POROUS ASPHALT - TON	95.00	\$10.50	\$12,825.00
AUDON - LONONO WOLUWEI - ION	33.00	ψ133.00	ψ12,020.00

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 8641

DATE: 1/26/23

Capitol Underground, Inc.

90031 - 8-INCH PVC WRAPPED UNDERDRAIN - L.F. 335.00 \$37.60 \$12,596.00 90032 - 3/8" CLEAR STONE - TON 63.00 \$36.25 \$2,283.75 90033 - 1" CLEAR STONE - TON 506.00 \$30.50 \$15,433.00 20217 - CLEAR STONE - TON 375.00 \$19.00 \$7,125.00 21002 - EROSION CONTROL INSPECTION - EACH 5.00 \$180.00 \$900.00 21011 - CONSTRUCTION ENTRANCE - EACH 3.00 \$501.40 \$1,504.20 21013 - STREET SWEEPING - LUMP SUM 1.00 \$8,100.00 \$8,100.00 21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH 1.00 \$210.00 \$210.00 21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH 2.00 \$25.00 \$50.00 21049 - INLET PROTECTION TYPE C - REMOVE - EACH 1.00 \$50.00 \$50.00 21050 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH 12.00 \$275.00 \$3,300.00 21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH 12.00 \$50.00 \$600.00 50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F. 116.50 \$89.25 \$10,397.63 50741 - TYPE H INLET - EACH 5.00 \$3,250.00 \$16,250.00 <th></th> <th>0</th> <th>D:</th> <th>-, .</th>		0	D:	-, .
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50741 - TYPE H INLET - EACH 5.00 \$3,250.00 \$16,250.00				
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50244 SELECT DACKELL EOD STODM SEWED TE 457 50 \$0.04 \$4.59				
	50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	457.50	\$0.01	\$4.58
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F. 341.00 \$106.40 \$36,282.40				
50723 - 3'X3' STORM SAS - EACH 1.00 \$6,200.00 \$6,200.00				
50724 - 4'X4' STORM SAS - EACH 5.00 \$6,850.00 \$34,250.00		5.00		
50795 - PRIVATE STORM SEWER LATERAL - EACH 2.00 \$1,395.00 \$2,790.00	50795 - PRIVATE STORM SEWER LATERAL - EACH		\$1,395.00	
50801 - UTILITY LINE OPENING (STORM) - EACH 5.00 \$830.00 \$4,150.00				
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH 3.00 \$790.00 \$2,370.00	20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	3.00	\$790.00	\$2,370.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH 1.00 \$385.00 \$385.00	20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$385.00	\$385.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH 2.00 \$1,175.00 \$2,350.00	50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	2.00	\$1,175.00	\$2,350.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F. 736.00 \$0.01 \$7.36	50212 - SELECT BACKFILL SANITARY SEWER - T.F.	736.00	\$0.01	\$7.36
50225 - TRENCH PATCH TYPE III - T.F. 195.00 \$72.80 \$14,196.00	50225 - TRENCH PATCH TYPE III - T.F.	195.00	\$72.80	\$14,196.00
50301 - 8" PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F. 656.00 \$107.00 \$70,192.00	50301 - 8" PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	656.00	\$107.00	\$70,192.00
50321 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F. 21.00 \$605.00 \$12,705.00	50321 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F.	21.00	\$605.00	\$12,705.00
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F. 59.00 \$112.60 \$6,643.40	50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	59.00	\$112.60	\$6,643.40
50361 - WASTEWATER CONTROL - LUMP SUM 1.00 \$44,000.00 \$44,000.00	50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$44,000.00	\$44,000.00
50390 - SEWER ELECTRONIC MARKERS - EACH 2.00 \$70.00 \$140.00	50390 - SEWER ELECTRONIC MARKERS - EACH	2.00	\$70.00	\$140.00
50701 - 4' DIA SANITARY SAS - EACH 8.00 \$5,125.00 \$41,000.00	50701 - 4' DIA SANITARY SAS - EACH	8.00	\$5,125.00	\$41,000.00
50771 - INTERNAL CHIMNEY SEAL - EACH 1.00 \$445.00 \$445.00	50771 - INTERNAL CHIMNEY SEAL - EACH	1.00	\$445.00	\$445.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH 8.00 \$500.00 \$4,000.00	50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	8.00	\$500.00	\$4,000.00
50791 - SANITARY SEWER TAP - EACH 4.00 \$1,780.00 \$7,120.00	50791 - SANITARY SEWER TAP - EACH	4.00	\$1,780.00	\$7,120.00
60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF 180.00 \$8.60 \$1,548.00	60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF	180.00	\$8.60	\$1,548.00
60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF 1550.00 \$6.10 \$9,455.00	60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF	1550.00	\$6.10	\$9,455.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF 40.00 \$60.00 \$2,400.00	60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF	40.00	\$60.00	\$2,400.00
60255 - FURNISH & INSTALL 3 #6 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR-	60255 - FURNISH & INSTALL 3 #6 AND 1 #8 WIRES IN EXISTING OR CONTRACTOR-			
INSTALLED CONDUIT - LF 1730.00 \$8.80 \$15,224.00	INSTALLED CONDUIT - LF	1730.00	\$8.80	\$15,224.00
60261 - ELECTRICAL TRENCH - LF 1755.00 \$6.90 \$12,109.50	60261 - ELECTRICAL TRENCH - LF	1755.00	\$6.90	\$12,109.50
60401 - CONSTRUCT LB-1 BASE - EACH 6.00 \$960.00 \$5,760.00	60401 - CONSTRUCT LB-1 BASE - EACH	6.00	\$960.00	\$5,760.00
60402 - CONSTRUCT LB-2 BASE - EACH 3.00 \$975.00 \$2,925.00				
60403 - CONSTRUCT LB-3 BASE - EACH 2.00 \$1,000.00 \$2,000.00	60403 - CONSTRUCT LB-3 BASE - EACH	2.00	\$1,000.00	
60409 - CONSTRUCTION OFFSET BASE - EACH 2.00 \$2,015.00 \$4,030.00	60409 - CONSTRUCTION OFFSET BASE - EACH			
60421 - REMOVE STREET LIGHT BASE - EACH 2.00 \$280.00 \$560.00	60421 - REMOVE STREET LIGHT BASE - EACH		\$280.00	\$560.00
60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH 8.00 \$1,150.00 \$9,200.00	60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	8.00	\$1,150.00	\$9,200.00
90020 - INSTALL AND MAINTAIN SUPPORT STRUCTURES FOR STREET LIGHTS -			. ,	. ,
EACH 3.00 \$2,200.00 \$6,600.00		3.00	\$2,200.00	\$6,600.00
90021 - INSTALL AND MAINTAIN AERIAL CABLE FOR STREET LIGHTS - LF 310.00 \$9.75 \$3,022.50			•	
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - LF 375.00 \$9.80 \$3,675.00				
60708 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH 2.00 \$2,365.00 \$4,730.00				
90022 - FURNISH & INSTALL FIBER OPTIC CABLE 144-COUNT - LF 600.00 \$6.10 \$3,660.00				
105 Items Totals \$1,141,497.82				



(a corporation of the State of

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

BIENNIAL BID BOND

Wisconsin

Capitol Underground, Inc.

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

Deputy Division Manager Kathleen M. Cryan

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

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

Janet Schmidt, P.E.

Facilities & Sustainability Bryan Cooper, Principal Architect

> Land Information & Official Map Manager Eric T. Pederson, P.S.

Financial Manager Steven B. Danner-Rivers

(individual), (partnership), (hereinafter referred to as the "Principal") and Western Surety Company a corporation of the State of South Dakota (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 2/1/2022 through 2/1/2024

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 tlle expiration of such thirty (30) day period.

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

PRINCIPAL

Capitol Underground,	Inc.	February 1, 2022			
COMPANY NAME	AFFIX SEAL	DATE			
By: SIGNATURE AND TITLE	CONTROUGE				
SURETY					
Western Surëty Company		February 1, 2022			
COMPANY NAME	AFFIX SEAL	DATE			
By: <u>DAMAN RIC</u> SIGNATURE AND TITLE ALL	MUL corney-in-Fact				
This certifies that I have been	duly licensed as a	n agent for the Surety in Wisconsin under National			
Provider No. 8996012	for	the year 2022 and appointed as attorney in fact with			
authority to execute this bid bon	d, which power of	attorney has not been revoked.			
February 1, 2022		AGENT SIGNATURE			
		828 John Nolen Drive			
		Madison, WI 53713 CITY, STATE AND ZIP CODE			
		608-273-0655			
		TELEPHONE NUMBER			

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

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
2/1/2022 - 2/1/2024
NAME OF SURETY
Markown Curatu Company
Western Surety Company
NAME OF CONTRACTOR
Capitol Underground, Inc.
CERTIFICATE HOLDER
City of Madison Wisconsin
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

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

Pamela Lynn Ronski, Travis J Schreiber, Tracy M Krause, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

SS

On this 15th day of June, 2021, 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

March 2, 2026

M. BENT
NOTARY PUBLIC SOUTH DAKOTA GAN

M. Bent. 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 1st day of February, 2022.



WESTERN SURETY COMPANY

M Ben

). (L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner f. Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION H: AGREEMENT

THIS AGREEMENT made this ______ day of ______ in the year Two Thousand and Twenty-Three between <u>CAPITOL UNDERGROUND, INC.</u> 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 <u>FEBRUARY 28, 2023</u>, 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:

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:

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8641

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>ONE MILLION ONE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED NINETY-SEVEN AND 82/100</u> (\$1,141,497.82) 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 original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

- a. Definitions. For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
 - "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
 - "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- b. Requirements. For the duration of this Contract, the Contractor shall:
 - 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

- 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- 5. Comply with all other provisions of Sec. 39.08, MGO.
- **c. Exemptions:** This section shall not apply when:
 - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

BRAXTON PLACE AND LA MARIPOSA LANE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 8641

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

Countersigned:		CAPITOL UNDERGR	OUND, INC.
		Company Name	
Witness Manach	O 3/1/23 Date	The man	311/23 Date
Witness OMON	0 3/1/23	The same	3/1/23
vviiless	Date	Secretary	Date
CITY OF MADISON, WISCONSIN	N		
Provisions have been made to		Approved as to form:	
that will accrue under this contrac	et.		1/
Williame	3 13 2,23	Harryell ,	Hay 3-14-2?
Finance Director	Date	City Attorney	Date
Dou Com	3/14/23		3/14/25
Witness	Date	Mayor) Date
Thomas Und	319/23	Lili For	3-9-23
Witness	Date	City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

as principal, andWestern Surety Company	
Company of South Dakota Madison, Wisconsin, in the sum ONE MILLION OF HUNDRED NINETY-SEVEN AND 82/100 (\$1,141,497 the payment of which sum to the City of Madison, we had administrators firmly by these presents.	(.82) Dollars, lawful money of the United States, for
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into be construction of:	e bounden shall on his/her part fully and faithfully etween him/herself and the City of Madison for the
BRAXTON PLACE AND LA MARIPOSA I CONTRACT	
in Madison, Wisconsin, and shall pay all claims fo prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harmle (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	from all claims for damages because of negligence ess the said City from all claims for compensation
Signed and sealed thisday of	March, 2023
Countersigned: Witness Secretary	CAPITOL UNDERGROUND, INC. Company Name (Principal) Thur President Seal
Approved as to form:	Western Surety Company
Medal Haas City Attorney	Surety Seal Salary Employee X Commission By Attorney-in-Fact Tracy M. Krause
This certifies that I have been duly licensed as an a National Producer Number 8996012 for the with authority to execute this payment and performance voked.	e year 2023 , and appointed as attorney-in-fact
March 1, 2023	Agent 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

Travis J Schreiber, Tracy M Krause, Becky Jo Sawall, 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 14th day of February, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

> ss

On this 14th day of February, 2022, 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

March 2, 2026



Bent, 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 1st day of March, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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.