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BID OF <u>CAPITOL UNDERGROUND, INC.</u>

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

STEVENS STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8745

MUNIS NO. 14764

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON JUNE 18, 2024

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

STEVENS STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8745

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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: gi

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:	STEVENS STREET ASSESSMENT
	DISTRICT - 2024
CONTRACT NO.:	8745
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	5/16/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/16/2024
BID SUBMISSION (2:00 P.M.)	5/23/2024
BID OPEN (2:30 P.M.)	5/23/2024
PUBLISHED IN WSJ	5/9/2024 & 5/16/2024

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

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

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

<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.

<u>BIDS TO BE SUBMITTED</u>: 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 - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

Buile	<u>ding</u>	<u>g Demolition</u>			
101		Asbestos Removal	110		Building Demolition
120		House Mover			
Ctro	٠,	Litility and Site Construction			
		Utility and Site Construction	005	\Box	Detaining Walls Descrit Madulant Inits
201		Asphalt Paving			Retaining Walls, Precast Modular Units
205		Blasting			Retaining Walls, Reinforced Concrete
210		Boring/Pipe Jacking	2/5	X	Sanitary, Storm Sewer and Water Main
215		Concrete Paving	070		Construction
220	=	Con. Sidewalk/Curb & Gutter/Misc. Flat Work			Sawcutting
221		Concrete Bases and Other Concrete Work			Sewer Lateral Drain Cleaning/Internal TV Insp.
222	=	Concrete Removal	285		
225		Dredging			Sewer Pipe Bursting
230		Fencing	295		Soil Borings
235		Fiber Optic Cable/Conduit Installation	300		Soil Nailing
240		Grading and Earthwork			Storm & Sanitary Sewer Laterals & Water Svc.
241		Horizontal Saw Cutting of Sidewalk	310	\boxtimes	Street Construction
242		Hydro Excavating	315		Street Lighting
243		Infrared Seamless Patching			Tennis Court Resurfacing
245		Landscaping, Maintenance			Traffic Signals
246		Ecological Restoration			Traffic Signing & Marking
250		Landscaping, Site and Street			Tree pruning/removal
251	П	Parking Ramp Maintenance			Tree, pesticide treatment of
252	Ħ	Pavement Marking			Trucking
255	H	Pavement Sealcoating and Crack Sealing	340	Ħ	Utility Transmission Lines including Natural Gas,
260		Petroleum Above/Below Ground Storage	0.0		Electrical & Communications
200		Tank Removal/Installation	300	П	Other
262	\Box	Playground Installer	333		Other
202	Ш	Playground mstaller			
Brid	ae i	<u>Construction</u>			
501		Bridge Construction and/or Repair			
Build	onit	g Construction			
401		Floor Covering (including carpet, ceramic tile installation,	437		Metals
		rubber, VCT			Painting and Wallcovering
402		Building Automation Systems		_	Plumbing
403		Concrete			Pump Repair
404	_	Doors and Windows			Pump Systems
405	=	Electrical - Power, Lighting & Communications	460		
410		Elevator - Lifts			Tower Crane Operator
412		Fire Suppression	461		
413		Furnishings - Furniture and Window Treatments	465		
415	H	General Building Construction, Equal or Less than \$250,000			Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000			
	H	Constal Building Construction, \$250,000 to \$1,500,000			Water Supply Elevated Tanks
425	H	General Building Construction, Over \$1,500,000			Water Supply Wells
428		Glass and/or Glazing	480	Ш	Wood, Plastics & Composites - Structural &
429		Hazardous Material Removal		_	Architectural
430		Heating, Ventilating and Air Conditioning (HVAC)	499	Ш	Other
433		Insulation - Thermal			
435	Ш	Masonry/Tuck pointing			
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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.

Rev. 5/10/2024-8745 Contract.doc C-1

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 <u>ad hoc</u> 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 <a href="https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise-

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 separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

STEVENS STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8745

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 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, replacement of sanitary sewer main, replacement of sanitary laterals, and replacement and installation of storm sewer pipes and structures, excavation, base preparation, curb and gutter, driveway aprons, sidewalk replacement, asphalt pavement, pavement marking and signing.

The project limits for the work on Stevens Street are between N Franklin Avenue and Grand Avenue. The project is approximately 1,350 ft in length. The reconstruction project limits on Stevens Street are between N Franklin Avenue and Farley Avenue. The resurfacing project limits on Stevens Street are between Farley Avenue and Grand Avenue. The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there shall 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.

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

Access to properties

The Contractor shall maintain access to all properties along Stevens Street (N Franklin Avenue to Grand Avenue) at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents of the aforementioned properties 48 hour before any work is done that would obstruct their driveways.

The Contractor shall maintain access to 2635 Stevens Street, Lesley Perroni, 608-233-8354, at all times and for the duration of the project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, 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.

Coordination with Utilities

Work in this contract shall require utility relocation 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 (underground), MCI/Verizon (underground), MG&E Gas, and MG&E Electric (overhead) have facilities within the project limits.

AT&T has underground communication facilities within the project limits. Underground facilities are located at the N Franklin Avenue and Stevens Street intersection. Conflicts are not anticipated. The Contractor shall contact Matthew Vachalik at mv5616@att.com to coordinate any relocation work.

MCI/Verizon has underground communication within the project limits that may need to be relocated during construction. Facilities are located in Stevens Street from N Franklin Avenue to Grand Avenue. A vault adjustment is anticipated. The Contractor shall contact Randy Cicatello at randy.cicatello@verizon.com to coordinate any relocation work.

MG&E gas has facilities within the project limits. Facilities are located in Stevens Street from N Franklin Ave to Grand Avenue. Conflicts are not anticipated. The Contractor shall contact John Wichern at www.wichern@mge.com to coordinate the work.

MG&E has overheard lines within the project limits. Facilities are located in Stevens Street from N Franklin Ave to Grand Avenue. Conflicts are not anticipated. The Contractor shall contact Mark Bohm at mbohm@mge.com to coordinate the work.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other item incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

Construction Engineer shall have the final decision on schedule of all work.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas, retaining walls, or other items on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expense of the Contractor.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

Stevens Street, within the limits of the project, may be fully closed for the duration of the project. Contractor shall maintain access to all driveways per the standard specifications and stagger work when needed.

Franklin Avenue at Stevens Street shall remain open for 2-way traffic for the duration of the project.

Farley Avenue at Stevens Street shall remain partially open during any construction done in the intersection of Farley Ave and Stevens St. Contractor shall keep northbound open in the morning peak (7am – 9am) and southbound open in the afternoon peak hours (4pm -5:30pm). Contractor shall place plates if necessary for peak hours. Non-peak direction of travel may be maintained by use of flag persons.

Grand Avenue/Stevens Street intersection shall be fully closed for sanitary sewer and asphalt paving at different times (3 calendar days, sanitary sewer and 1 calendar day, asphalt paving). The intersection shall not be closed at the same time as the Farley Avenue/Stevens Street intersection. When the intersection is reopened to traffic, the surface shall be asphalt pavement.

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

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

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

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

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

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

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on

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opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

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

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

http://www.cityofmadison.com/business/pw/documents/quidelines temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the traffic engineer on the project, Ali Heinritz, 215 Martin Luther King Jr. Blvd, Suite 109, 267-1102, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify the traffic engineer upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or aheinritz@cityofmadison.com for questions on this spec.

BID ITEM 10770 - MAINTAIN DRIVEWAY ACCESS

The Contractor shall maintain access to 2635 Stevens Street, Lesley Perroni, 608-233-8354, 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. See plans for locations of no root cutting.

BID ITEM 10802 - ROOT CUTTING - SIDEWALK

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer. See plans for locations of no root cutting.

SECTION 108.2 PERMITS

The City of Madison will submit a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit. The City of Madison has obtained a City of Madison Erosion Control Permit. The City of Madison will submit a DNR Sanitary Sewer Submittal. Sanitary work must not begin until the DNR issues the Sanitary Sewer Permit.

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

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

SECTION 109.2 PROSECUTION OF WORK

Work under this contract may begin as early as August 5, 2024. Once work begins, all work under this contract shall be completed within <u>ONE HUNDRED (100) CALENDAR DAYS</u> or by <u>November 12, 2024</u>, whichever is sooner.

Cold weather protection for concrete work is incidental to concrete bid items.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. The Contractor shall notify the City Engineer a minimum of four (4) weeks in advance of the selected start date in 2024. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

BID ITEM 20219 - BREAKER RUN

It is assumed that 15% of Stevens Street (N Franklin Avenue to Grand Avenue) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item.

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 30208 - HAND FORMED CONCRETE CURB AND GUTTER

All trees shown in the plans require a minimum of 10-foot hand form curb section along the trunk. The Contractor shall work with City Forestry and the Construction Engineer to determine specific guidelines for hand forming curb and gutter along the trees.

BID ITEM 40301 - FULL WIDTH GRINDING

The contract quantity shall be used at the Stevens Street/Grand Avenue intersection after sanitary sewer and storm sewer work is complete.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Todd Chojnowski. He may be contacted at (608) 266-4094 or tchojnowski@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 1097 feet of new 8" PVC SDR-35 and 96 feet 8" of C900sewer main and 934 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).

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 Edition. 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.

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

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

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 63 feet of new 12"storm sewer main.

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 and associated revisions are completed and approval of the shop drawings by the design engineer has been received.

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) (UNDISTRUBUTED)

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

Tim Pearson
 608.266.6215
 tpearson@madisonwater.org

This project consists of water main improvements on Stevens Street within the project limits, between N. Franklin Avenue and Grand Avenue. The existing water main infrastructure in this area consists of 6-inch cast-iron pipe from 1920's to the late 1930's. A general outline of the work is as follows:

- Furnish and install new 6-inch and 8-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications for Public Works Construction, 2024 Edition. Keep all valves accessible and functioning throughout the duration of the work or as directed otherwise by the Water Utility representative.

BID ITEM 70053 - REPLACE 1-INCH COPPER SERVICE LATERAL

Services designated on the plans or in the field for replacement (WN11) shall be replaced in their entirety through the right of way and coupled to the existing service pipe at their respective property lines. Remove the existing curb box/stop and place the new curb box/stop in the terrace between the back of the new curb and the front of the new sidewalk. Note that the distances between the front of sidewalk

and back of curb may vary. Where possible, excavate closely in parallel with the existing service that is being replaced.

BID ITEM 90001 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision descries 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 shall 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. Grave or base course material is not acceptable.

Any temporary crossings servicing Stevens Street across Farley Avenue 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 this location.

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 shall require removing and relaying the material in the same location.

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

METHOD OF MEASURMENT

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

BASIS OF PAYMENT

Temporary Crosswalk Access, as measured 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 labors, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90002 - PROJECT INFORMATION SIGN (4' x 6')

DESCRIPTION

Work under this item shall include the furnishing and installation of project information signs as shown on the sign detail. The background of the sign shall be orange, the message shall be black, and the border shall be black. The lettering series shall be C. The sign may be plastic or metal. The signs shall be attached to Type III barricades and placed at either end of the project for the duration of the project. The signs shall be located at the intersection of N Franklin Avenue and Stevens Street and the intersection of Stevens and Grand Avenue. See plans for sign detail.

METHOD OF MEASUREMENT

Shall be measured by Each 4 foot x 6 foot sign, acceptably installed.

BID ITEM 90003 - RECONSTRUCT CATCH BASIN TO SAS CASTING

DESCRIPTION

Work under this item shall include removing the roof and any adjustment from an existing CATCH BASIN, lowering the walls up to 12 inches, constructing a new roof, to accommodate two (2) standard R-1550-0054 City of Madison SAS castings (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

METHOD OF MEASUREMENT

RECONSTRUCT CATCH BASIN TO SAS CASTING shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

RECONSTRUCT CATCH BASIN TO SAS CASTING shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90004 - TEMPORARY SIDEWALK

DESCRIPTION

All work under this item shall be completed per Part IV of the Standard Specification and as herein provided.

Within the project limits on Stevens St., the existing intersection of N Franklin Ave. will be removed with a future project. The contractor shall install temporary sidewalk at the locations shown in the plans. The temporary sidewalk shall be 3" concrete over 2" crushed aggregate base course gradation no. 2, cold patch is not acceptable. The temporary sidewalk shall maintain a 2% cross slope towards the street and match existing ground or sidewalk.

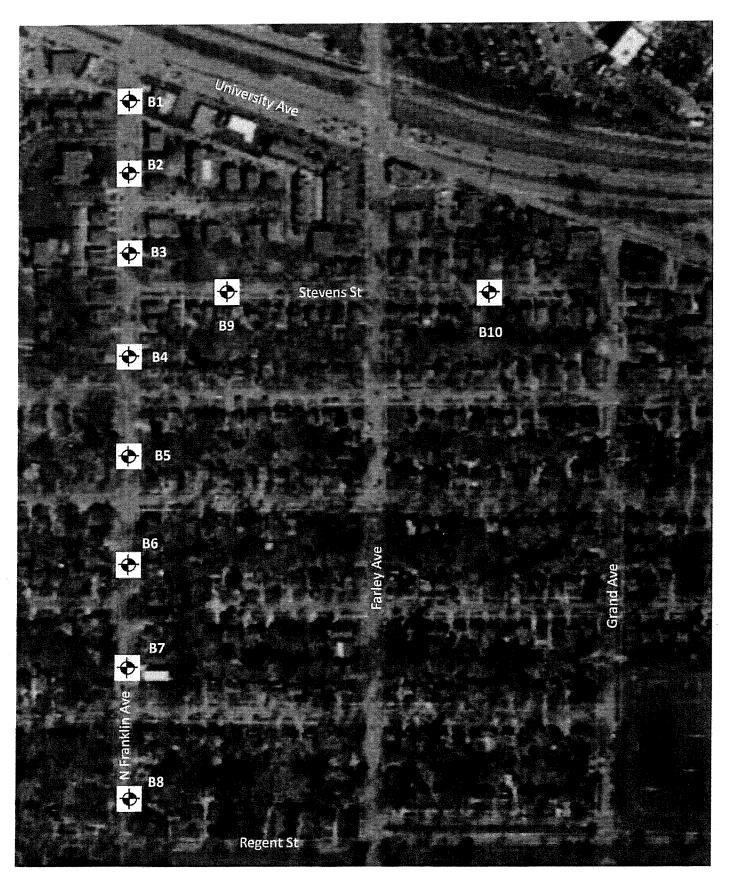
Prior to placement of the temporary sidewalk, the Contractor shall remove any loose material, including dirt, vegetation, or other debris. If temporary sidewalk is removed, the Contractor shall prepare and compact the base, and the temporary sidewalk shall be installed such that the concrete material fully replaces the removed sidewalk.

MATERIALS

Temporary sidewalk shall be measured by the Square Yard, acceptably installed.

BASIS OF PAYMENT

Temporary sidewalk, measured as provided above, shall be paid at the contractor unit price which is full compensation for all work, hauling, materials, equipment, forming, base preparation and incidentals necessary to complete the work as set forth in the description.



Legend

Denotes boring location

N

Scale: Reduced

Job No. C23051-15

Date: 11/2023 (CGC, Inc.)

SOIL BORING LOCATION MAP North Franklin Ave & Stevens St Madison, Wisconsin

Notes

- 1. Soil borings performed by America's Drilling Co. in October 2023
- 2. Boring locations are approximate



LOG OF TEST BORING

Project North Franklin Avenue and Stevens Street
Stevens: 325'E of Franklin, 10'N of Centerline
Location Madison, Wisconsin

Boring No.		9
Surface Ele	evation (ft)	896±
Job No	C2305	1-15
Sheet	1 of	1

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

SAMPLE						VISUAL CLASSIFICATION	SOIL PROPERTIES					
No.	Rec (in.)	Moist	N	Depth (ft)		and Remarks	qu (qa) (tsf)	w	LL	PL	roi	
				<u> </u>	X	4 in. Asphalt Pavement/7 in. Base Course						
1	8	M	11	 - - - -		Very Stiff, Brown Lean CLAY, Little to Some Sand (CL)	(2.5)					
				<u>L</u>								
2	6	M	10	 			(3.5)					
3	8	M	10	 - - - -		Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)						
4	8	M	11									
					Ш	Weathered to Competent, Brown Dolomitic						
5	2	М	50/3"	- - -		Limestone Bedrock						
				 	Н							
6	2	M	50/2"	 		End of Boring at 14 ft Due to Auger Refusal on Competent Bedrock						
						Backfilled with Bentonite Chips and Asphalt Patch						
			VV	- - - 20		EVEL OBSERVATIONS C	ENERA	NO	TES			
Time Depth Depth	to W	Drillir ater ive in	<u>∇</u> N	<u>w</u>		Jpon Completion of Drilling Start 10/. Driller A Logger I	19/23 End DC Chief PB Editor d 2 1/4" I	10/19 KI ES)/23) R	ig CN	/IE-55 er	



LOG OF TEST BORING

Project North Franklin Avenue and Stevens Street
Stevens: 200'W of Grand, 10'S of Centerline
Location Madison, Wisconsin

Boring No. 10
Surface Elevation (ft) 881±
Job No. C23051-15
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SOIL PROPERTIES SAMPLE VISUAL CLASSIFICATION and Remarks Depth Rec LOI (qa) Moist (ft) (tsf) 3 in. Asphalt Pavement/7 in. Concrete Pavement/4 in. Base Course Loose, Grayish-Brown SILT (ML) (0.6)Stiff, Brown Lean CLAY, Some Sand (CL) M (1.25)3 16 M (1.75)Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and 4 M 19 Boulders (SM) 22 5 28 13 M 6 Weathered to Competent, Brown Dolomitic Limestone Bedrock End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch **GENERAL NOTES** WATER LEVEL OBSERVATIONS Start 10/20/23 End 10/20/23
Driller ADC Chief KD Rig CME-55
Logger CJ Editor ESF Ÿ NW Upon Completion of Drilling While Drilling Time After Drilling Depth to Water Drill Method 2 1/4" HSA; Autohammer Depth to Cave in The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



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

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. Fahmey, P.E.

Janet Schmidt, P.E.

Principal Engineer 1

Mark D. Moder, P.E.
Fadi El Musa Gonzalez, P.E.

Andrew J. Zwieg, P.E. Financial Manager Steven B. Danner-Rivers

May 21, 2024

NOTICE OF ADDENDUM ADDENDUM 1 CONTRACT NO. 8745 STEVENS STREET ASSESSMENT DISTRICT – 2024

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

PROPOSAL:

Items have been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVISE	20322	REMOVE CONCRETE CURB AND GUTTER
REVISE	20323	REMOVE CONCRETE SIDEWALK & DRIVE
ADD	20503	ADJUST INLET
REVISE	30201	TYPE A CONCRETE CURB AND GUTTER
REVISE	30304	7-INCH CONCRETE SIDEWALK AND DRIVE
REVISE	50225	UTILITY TRENCH PATCH TYPE III

PLANS:

Title Sheet: Updated *Index of Sheets* with added cross section sheet.

Sheet D-1: Added stations to modified Type A curb detail.

Sheets EC1 & EC3: Reprinted to show changes in proposed sidewalk and curb replacement.

All PD-Sheets: Shift in sidewalk from STA 52+51.62 to STA 54+40.89, corrected labels, added curb

replacements, adjusted slope intercept.

All P-Sheets: Sidewalk shift from STA 52+51.62 to STA 54+40.89, centerline grade changes from STA 51+00 to 52+75, adjusted slope intercept, additional curb replacement in the block from Farley Avenue to Grand Avenue.

Sheet U1: Adjusted SAS-5 elevation, reprinted to show the updated proposed sidewalk layout.

Sheet U2: Adjusted S-1 elevation.

Sheet U3: Reprinted to show additional curb replacement, added note of adjustment of inlet

Sheet U4: Adjusted elevation to SAS-5

Sheet U5: Adjusted elevation to S-1, added structures AS-2 & AS-3

Sheets W1 & W3: Reprinted to show changes in proposed sidewalk and curb replacement.

Sheets X1-X6: Additional cross sections to reflect driveway improvements.

Sheet X7: Sheet added

Sheet MN1: Reprinted to show updated proposed sidewalk layout.

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 website at:

https://www.bidexpress.com

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

Sincerely.

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

RFP:GCIT

BY THE COMMON COUNCIL OF MADISON, WISCONSIN

PUBLIC IMPROVEMENT DESIGN APPROVED BY:

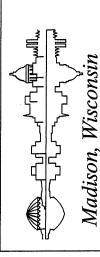
PUBLIC IMPROVEMENT PROJECT APPROVED

APPROVED DATE: MAY 21, 2024

May 10, 2024

Date

STREET DESIGNED BY: City Engineer



	٦												5
	TYPICAL SECTIONS AND DETAILS	EROSION CONTROL	PLAN DETAILS	STREET PLAN & PROFILES	UTILITY PLAN & PROFILES	SANITARY SEWER SCHEDULE	STORM SEWER SCHEDULE	WATER PLAN & PROFILES	WATER IMPACT PLAN	WATER ESTIMATE OF MATERIALS	SHEET WO WIMS PAYEMENT MARKINGS PLAN	SHEET NO XI-X7 CROSS SECTIONS	MAINTENANCE PLAN ICITY USE ONLY
SHEETS	D1-D4	ECI-EC3	PDI-PD3	PI-P3	U1-U3	7.7	us	W1-W4	W5	9/11	15-15-15-15-15-15-15-15-15-15-15-15-15-1	XI-XZ	
INDEX OF SHEETS	SHEET NO. DI-D4	SHEET NO. ECI-EC3	SHEET NO. PDI-PD3	SHEET NO. PI-P3	SHEET NO. UI-U3	SHEET NO. U4	SHEET NO. US	SHEET NO. WI-W4	SHEET NO.	SHEET NO. W6	SHEETING	SHEET NO.	- SA-COLORS

ADDENDUM 1 - 06/17/2024
REVISED THE FOLLOWING:
TITLE SHEET
SHEET D-1
SHEET'S ECI & ECI3
PO SHEET'S
PO SHEET'S
SHEET'S CONVENTIONAL SIGNS FIELD VERIFY ALL UTILITY LOCATIONS 188

ADA COMPLIANT RAMP W/ DETECTABLE WARNING FIELD COMBUSTIBLE FLUIDS

OVERHEAD ELECTRIC BURIED ELECTRIC

STORM SEWER SANITARY SEWER WATER ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE OF 0.50% TOWARD STORM SEWER INLETS. SIDEWALK RAMPS SHALL HAVE A MAXIMUM SLOPE OF I" CONSTRUCTED WITH A SIDE SLOPE OF 200%. SIDEWALK 0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00% SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF PER 12". SIDEWALK AND CURB RAMPS SHALL BE EXCEPT WHERE STREET GRADES EXCEED 5.00%

CITY OF MADISON CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS LAN OF PROPOSED IMPROVEMENT STEVENS STREET ASSESSMENT DISTRICT - 2024

CITY PROJECT NO. 14764 CONTRACT NO. 8745

LOCATION **PROJECT**

> 53792 OVERLOOK TER



May 10, 2024

SANITARY SEWEN DESIGNED BY:

May 10, 2024

CHAMBER

KENDALI

2769 区

2800

MCKINLEY

SHEPARD

May 10, 2024

WATER DESIGNED BY:

SYLVAN SY (HOLY CROSS CEMETERY)

HIGHLAND \$2 \$3 \$3 \$3

11. 100 DVA UNAS

100 E00 FRANKLIN

SHEPARD TER

HOYT PARK

PARK PL

RECENT ST



May 10, 2024

1840 CY 160 CY

May 10, 2024

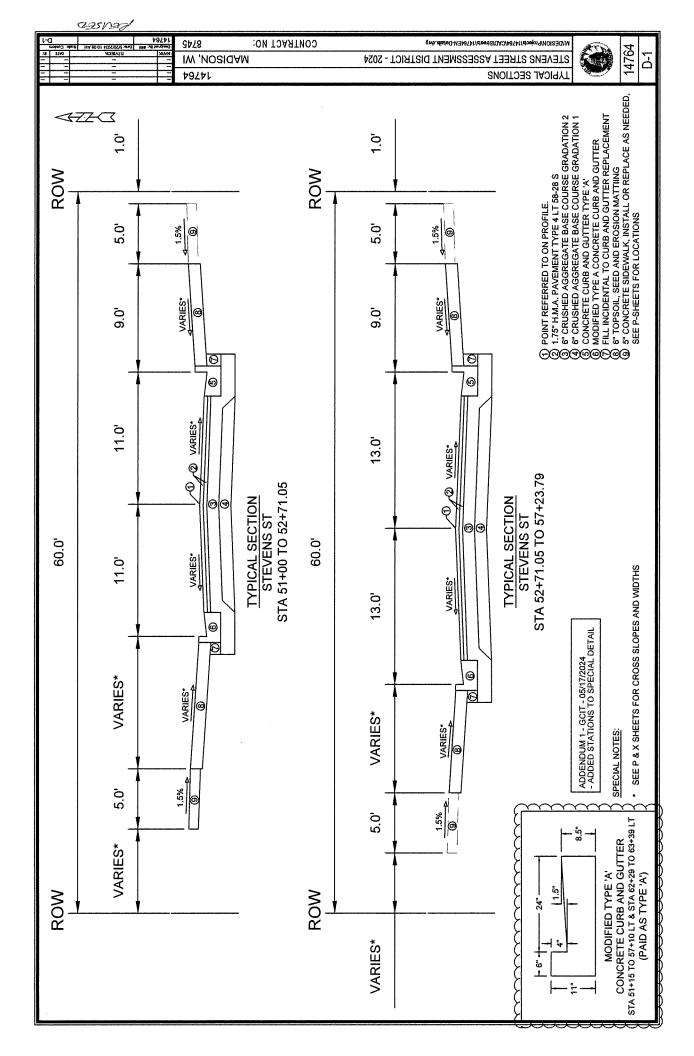
2000 CY

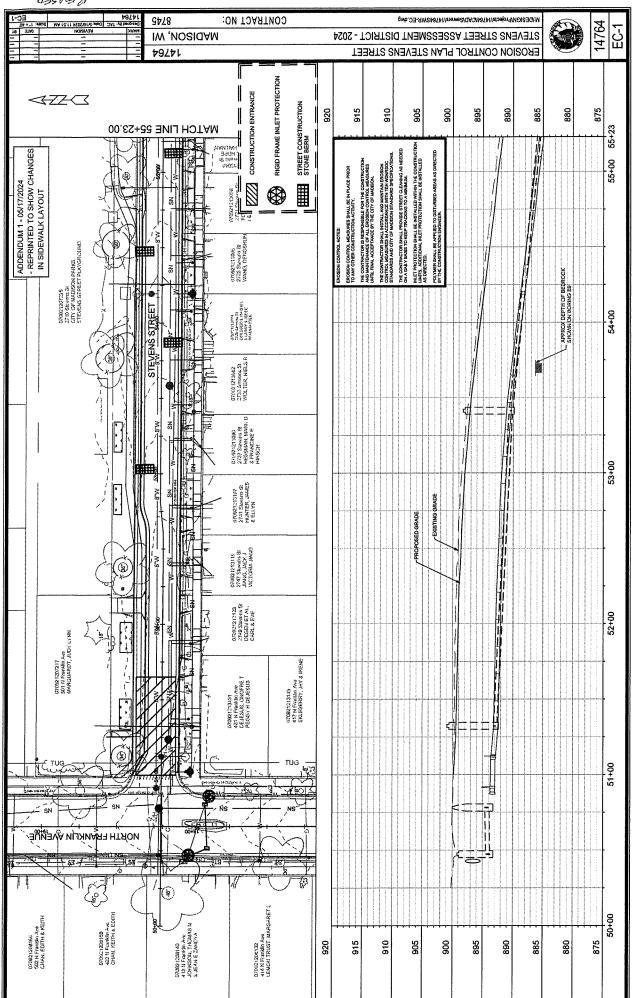
EXCAVATION CUT (MEASURED PLAN QUANTITY)

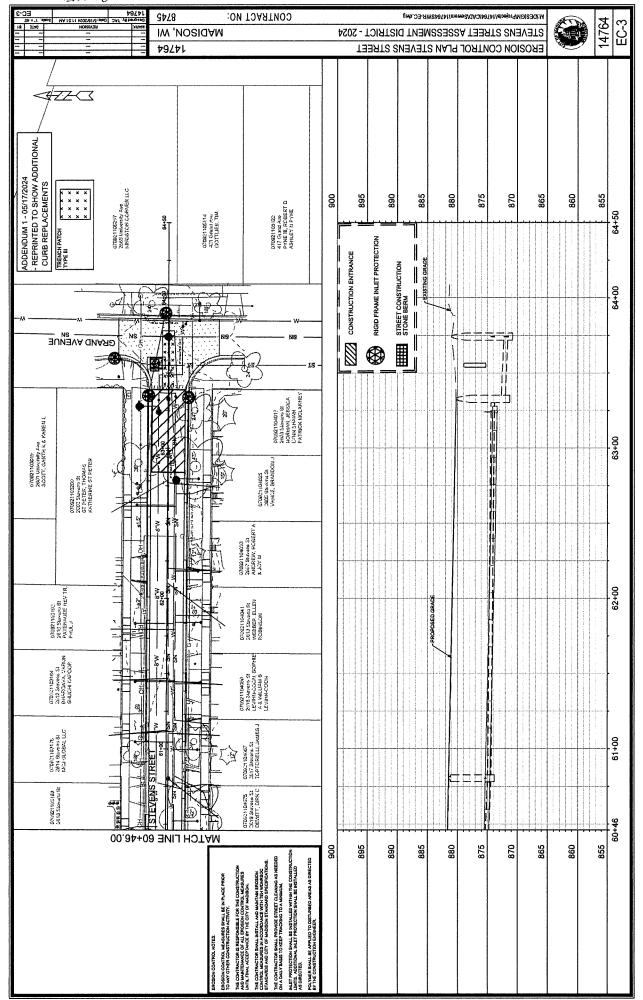
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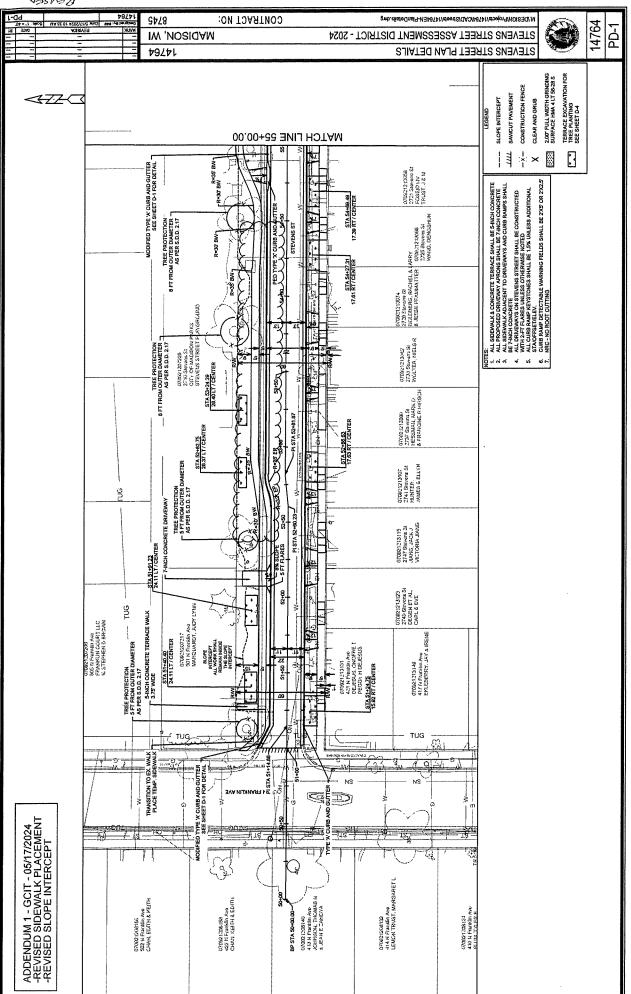
*OUTH OR

ESTIMATED UNDISTRIBUTED UNDERCUT. TOTAL UNCLASSIFIED EXCAVATION CUT









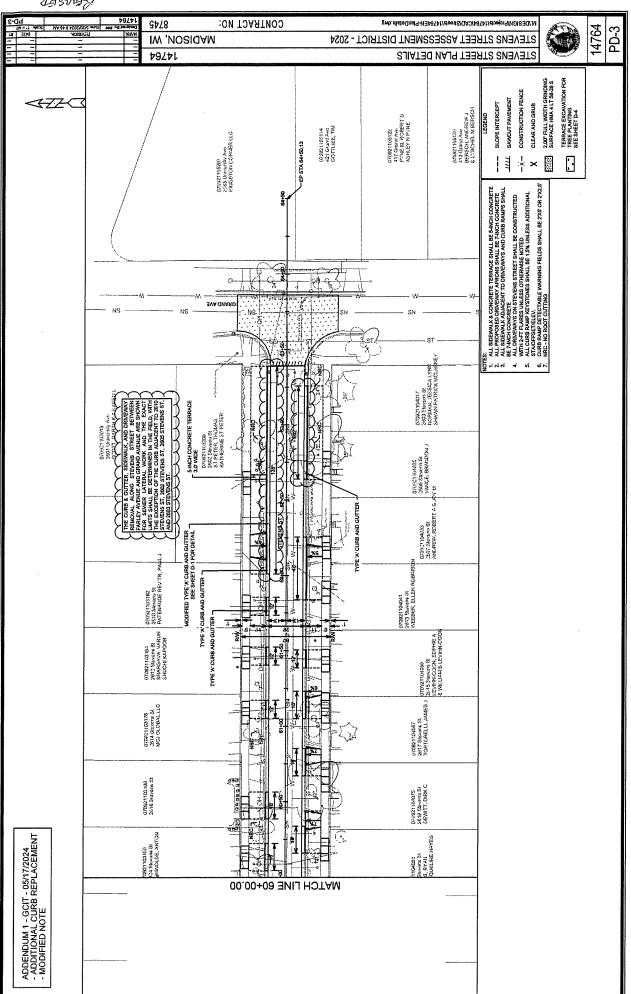
соитваст ио: M-LDESIGN/Projects/14764/CAD/Streets/14764EH-PlanDetsla.dwg 8742 MA ES' I PEOCALIS MAG 14764 PD-2 IW , MOSIGAM STEVENS STREET ASSESSMENT DISTRICT - 2024 **サ92サレ** STEVENS STREET PLAN DETAILS TERRACE EXCAVATION FOR TREE PLANTING SEE SHEET D-4 2.00° FULL WIDTH GRINDING SURFACE HMA 4 LT 58-28 S CONSTRUCTION FENCE <₹₹₹ SAWCUT PAVEMENT SLOPE INTERCEPT CLEAR AND GRUB **MATCH LINE 60+00.00** × ## 2627 1627 HANYE 2 JAG NOTES:

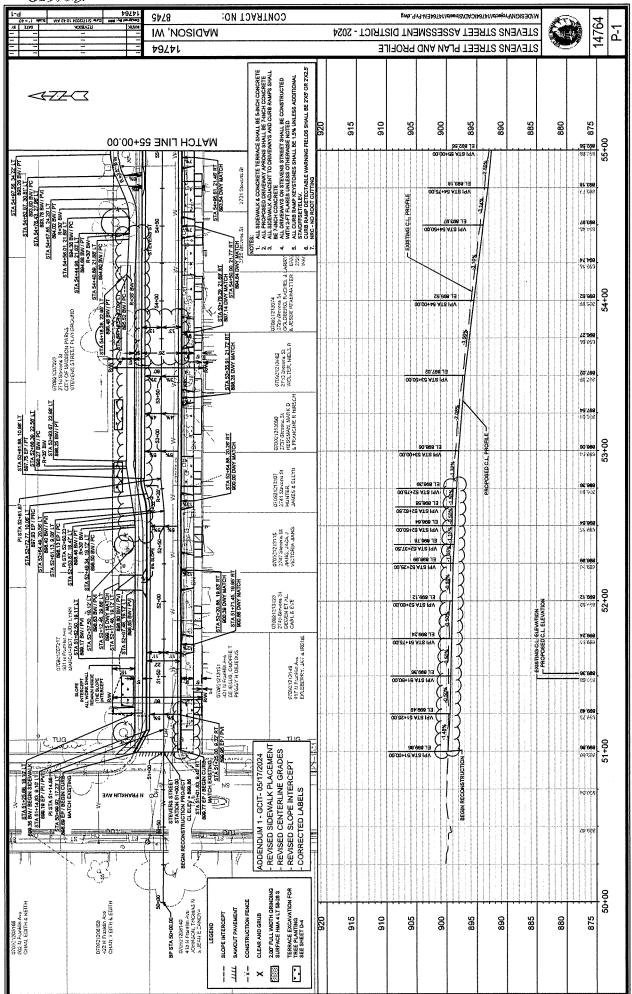
ALL SIDEWALK & CONCRETE TERRACE SHALL BE SHACH CONCRETE

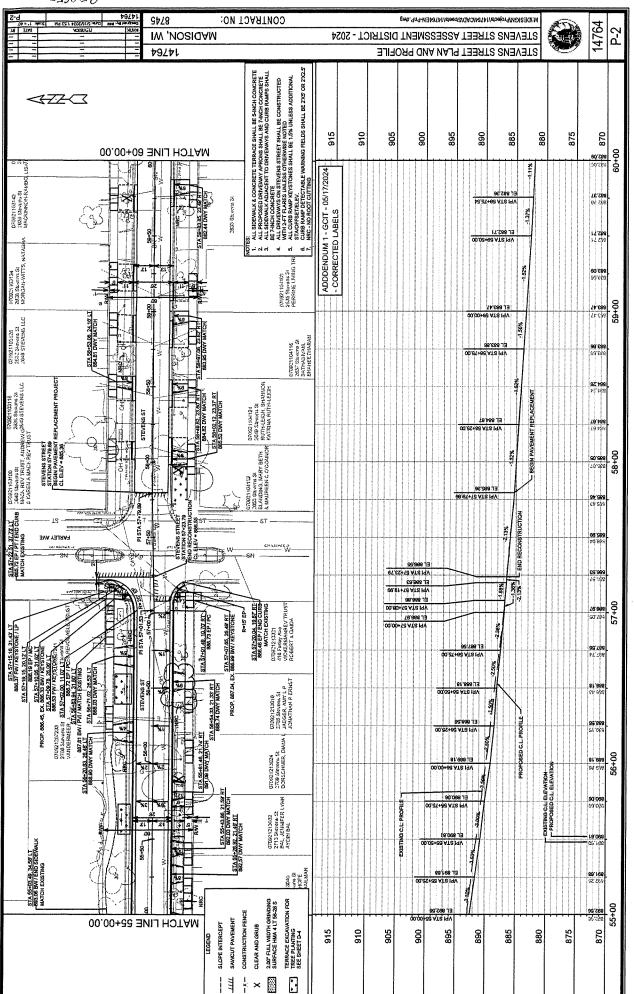
2. ALL PROPOSED DEMEMAY APRONE SHALL BE THACK CONCRETE

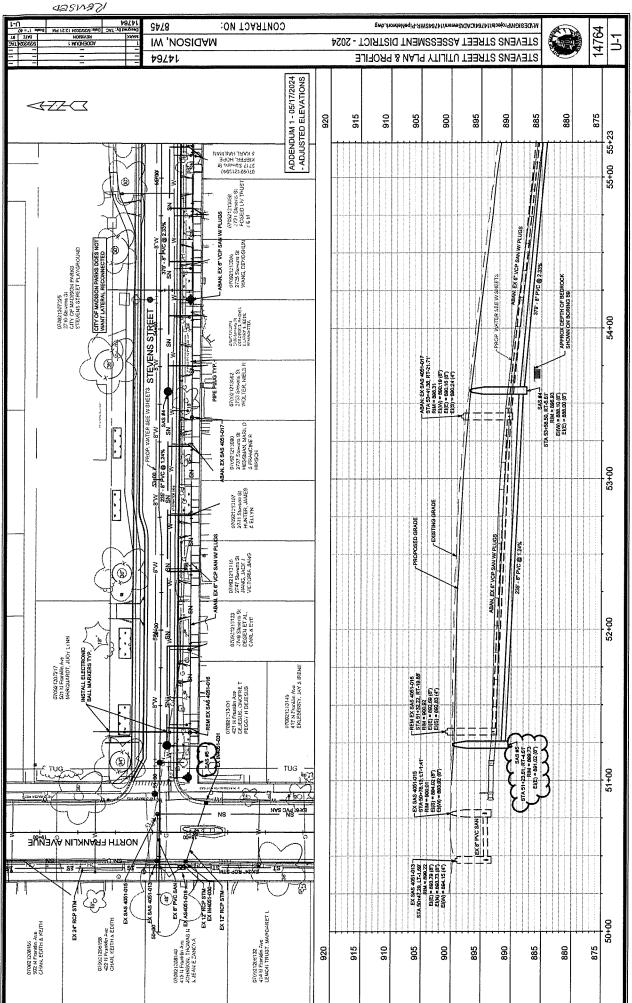
3. ALL SIDEMALK ADJACENT TO PRIVEWAYS AND CURB RAMPS SHALL

4. RETABLE CONCRETE SHALL BE STOOM SHALL BE STOOM SHALL BE SHALL BE STOOM SHALL BE SHALL BE STOOM SHALL BE STOOM SHALL BE SHALL BE STOOM SHALL BE SHALL BE STOOM SHALL BE STOOM SHALL BE SHALL BE STOOM SHALL BE SHALL BE STOOM SHALL BE STOOM SHALL BE SHALL G7DBC1104091 2853 Slovene St H557AR, JREIANNE 14 COLIS HARARS 070521103142 2628 Slevans St 664CKINILOH-RAS THE CURB & GUTTER, SIDEWALK, AND DRIVEWAY REMOVAL. ALONG STENENS STREET BETWEEN FAREY VENUE AND GRAND AVENUE ARE SHOWN FOR SEWER. LATERAL, WORK AND THE EXCITANT'S SHALL BE DETERMINED IN THE FIELD. 670821103134 2626 Stevene 36 MCNCAN-LWITTS, NATASHA OTRYCHOLION JESS STEVENS SI PERRINE LIVING TRUST 2602 Stevens St 2602 Stevens St 2846 STEVENS LLC 07062 11041 IB 2E37 SINJAM SI SATHASIVAM BRAHEETHARAN 070821103100 2240 34word: St 2005 58word: St AGCK REV TRUST, ANDREW Q²249 5TEVENIS LLC & NAREN A BACK REV TRUST EARLEY AVE OTGS21213321 418 Fatey Ava VICKERESANREV TRUST ROBEKT & GAIDA 070521207241 2701 Stevens St GRAVES REVOCABLE MODIFIED TYPE'N' CUREAND GATER SEE SHEET D-1 FOR DETAIL STA 56+49.43 19.62 LT / CENTER 070021213016 2705 Stovers St JAEGER, AMY L. P JONATHAN R. ERNST 070521207233 2708 Stevens St VANDERBEER, JANIS 970921.397269 2702 Sevena St A APARTEMENT LLC 070921213f24 2799 Stevens St DORSCHINER, DIANA L REMOVE STA 55+63.18 18.87 LT / CENTER 070821213002 2713 Greens St Eal, Jennifer Lynn Ay Din Bal ADDENDUM 1 - GCIT - 05/17/2024 - CORRECTED LABELS 070921213D40 2717 Stevens St KIEFER, HOPE 8 FARL HAILSAM **WATCH LINE 55+00.00**









J9511971 CONTRACT NO: M:DESIGNATION CONTRACTOR DISCONDINE PROPERTY PORTEGORISMS ON 9 8749 TAC Date: 5/20/2024 12.21 PM 14764 **U-2** IW , NOSIDAM STEVENS STREET ASSESSMENT DISTRICT - 2024 I WOONSOON STEVENS STREET UTILITY PLAN & PROFILE 7927L ADDENDUM 1 - 05/17/2024 -ADJUSTED ELEVATION $\triangleleft ZZ \triangleleft Z$ 905 900 895 890 885 880 875 870 865 860 60+46 2010 S10401 910Z STA 60+30.56; RT-5.46: RIM = 881.53 EI(W) = 873.78 (8") 67032110316 2624 Sevens St TEMYZOLDE, ANTON 238 - 8" PVC D70921104083 2627 Stu-uns St HAYES, RYAN X JACQUELINE HA 90+09 -REM EX 6" VCP SAN D708271040B1 2833 SIWEIN BI HARARI, JUUAHNE M COUN HARAKI REM EX 6" VCP TRUST D719211U3134 2623 SUNING ST MORGAINWITTS NATASHA D70921104103 2525 Sumans SI PERRINE LIVINO T 59+00 INSTALL ELECTRON BALL MARKERS TYP OTIFICATION SE 2602 SIEVENS SE 2648 STEVENS LLC O70921164124 2848 Stavens Gi RUTH-LEIGH, SHANNON KATRRIJA NUTH-LEIGSH EREM EX'SAS 4(5)-003.

STA 58+08.67, LT-0.80

RIM = RRA 56.

E(E) = 877.50 (6")

E(N) = 877.86 (*)

E(S) = 878.02 (4") 2636 Stewarts St 2636 Stewarts St 2646 STEVENS LL G7862 i 103160 2640 Slovens St NACK REV TRUST, ANEREW G.S. HARED A MACK REV TRUST 58+00 OTGEZHIDATOZ 2550 Stovere, St BLANDHO, MARY BETH & MAUREEN C CCCOMICOR F-EX AS4151-016 EX SAS 4051-002 STA 57-37 45, RT-21.55 RTM = 986.46 EI(V) = 879.81 (S) PLUG EI(S) = 879.57 (87) EI(N) = 879.52 (87) -5AS #7 STA 57*37.80, RT-6.19 RM = 882.2 EI(S) = 879.12 (F) TAP EI(M) = 879.17 (F) EI(N) = 879.12 (F) W 15-EX 34, ACE BIN EX 34. ACP STM Ī EX 8. ACL SVII EX 9. ACE SAN Wanning **-FARLEY AVENUE** 57+00 070:0721321 416 Faloy Kw VICKERSANKEV TRUST, ROBENT & GAID». D70921207241 2703 Steven, St GRAVES REVOCABLE TRUST EXISTING GRADE DF021Z13016 2705 SEWEN SI JAEGER, AMYL P JONATHAN REFIRST ABAN EXS. VOP SAN WI 07062 (207233 2706 Olevara St Valuder Meer, J S-2 NOTE: LOWER CURB BOX 2" TO ACCOMMODATE 4" CURB HEAD 078/01213/024 2779 Sevens St DORSCHAER, DIANA L 26+00 STEVENS STREET STAGES DEVAZIONZZE 2710 SAMONS BI CITY OF MADISCH PARKS STRVENS STREET PLAYGROUND ABAN: EX 6" VCP. SAN: W/ PLUGS FRM EX SAS 4051-018 STA 554-020, RT-20.54 RIM = 802.13 EI(V) = 805.04 (57 EI(E) = 804.06 (67) 070821213032 2715 Stavens St BAL, JENNHESK LYIN AYDIN BAL REM EX SAS 4061-01 V KAREL HARLAND STAT SEVERA 070921213040

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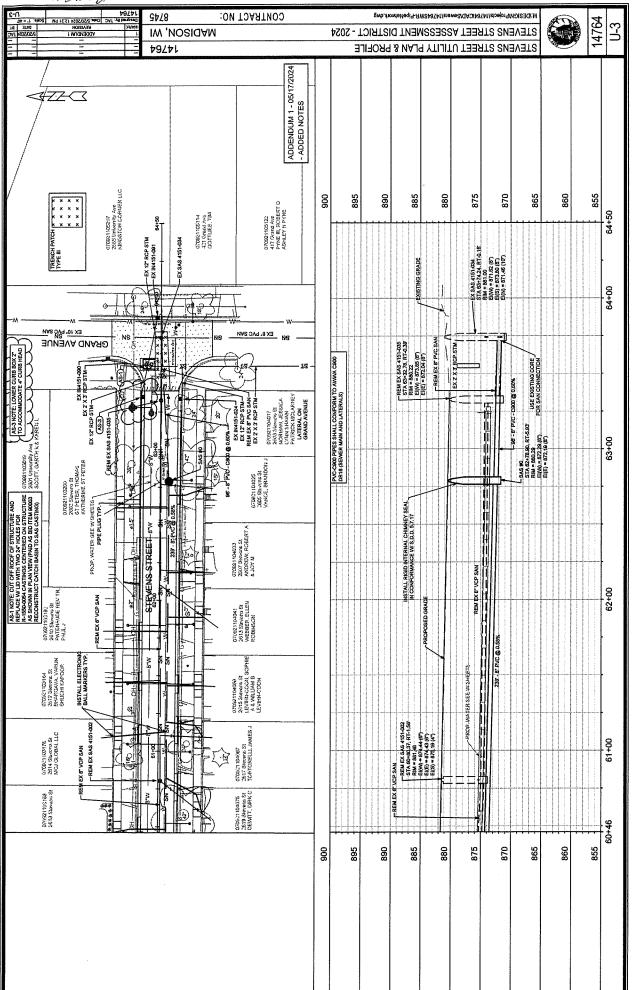
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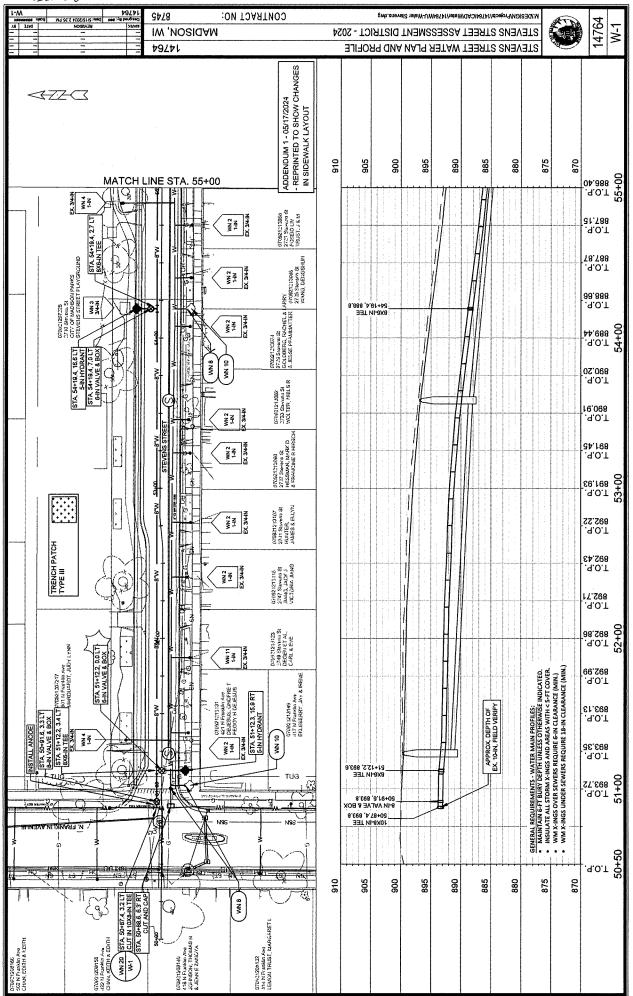
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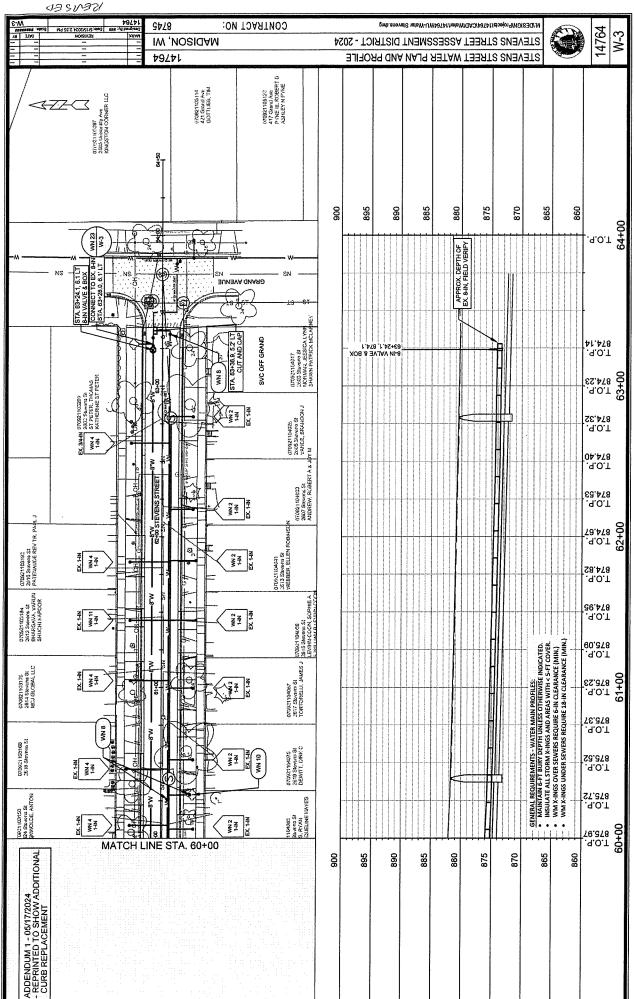
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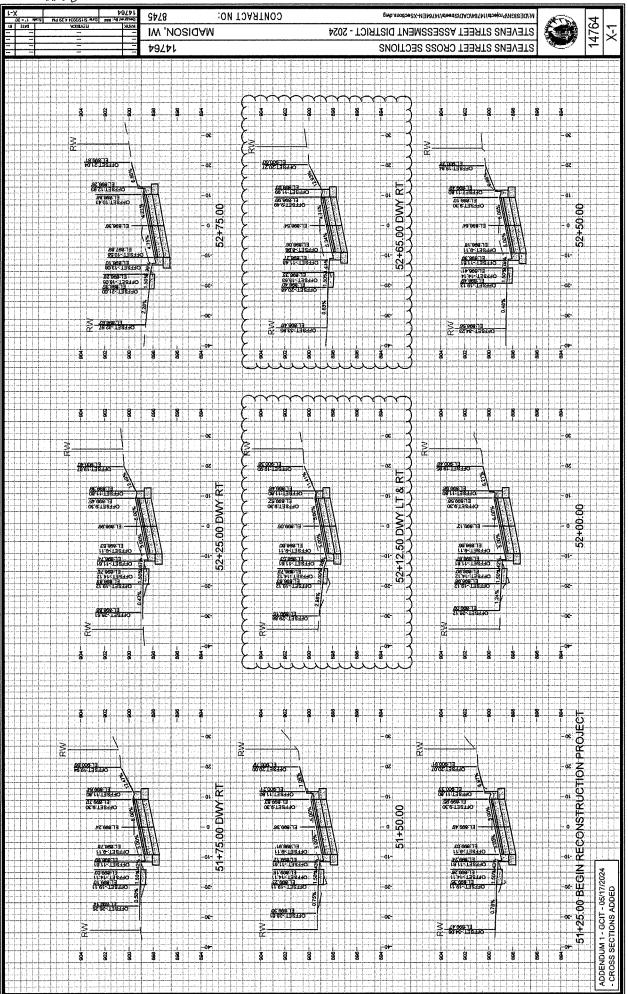


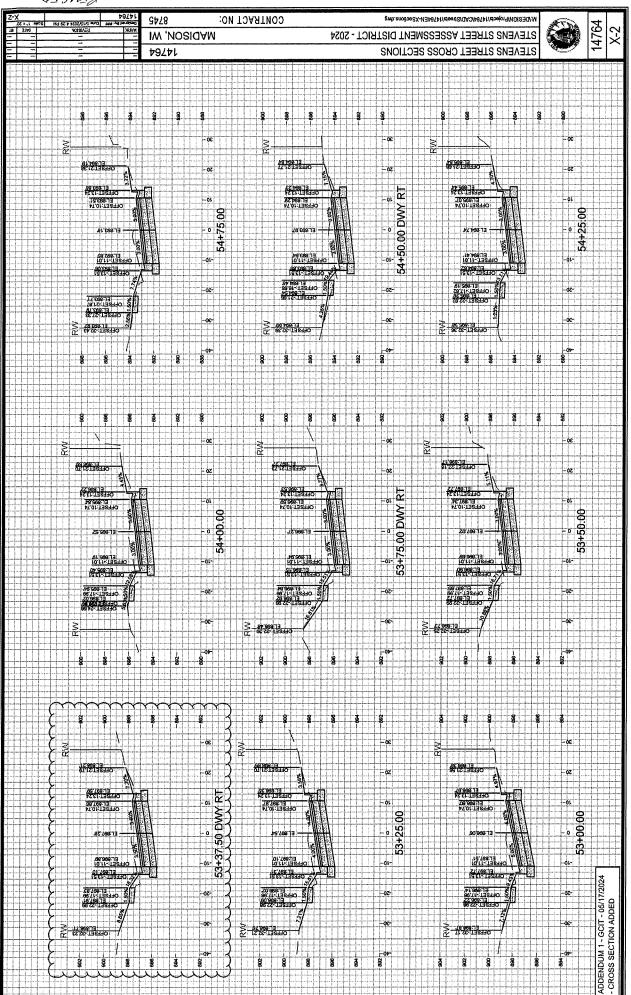
o Q	T		BSNS	Pol								 	
SHEET NO.		CITY OF MADISON											
NSTRICT 2024	SCHEDULE	CID	NOTES	졉									
STEVENS STREET ASSESSMENT DISTRICT 2024 PROJECT NO. 14764	SANITARY SEWER SCHEDUL		PVC TYPE	AWWA C900 DR18 SDR-35 SDR-35	SDR-35 SDR-35								
/ENS STRE			PIPE P SIZE T	9 99 99 9 90 100	0 V		NOTES	PLUGS PLUGS PLUGS		NOTES			
STE			SLOPE P	0.60% 8 0.58% 8 0.69% 8	2.33% 8		PIPE N TYPE	00 00 00 00 00 00 00 00 00 00 00 00 00		PIPE N	VCP VCP		
			PLAN (PAY) LGTH (FT)	96 239 244	379 235			666			សំលំនាំ		
			UPSTRM E.I.	872.19 873.68 875.46	891.02		PAY PIPE LGTH (FT) SIZE	000		PAY PIPE LGTH (FT) SIZE	0 253 271		
			DWNSTRM E.I.	871.62 872.29 873.78	879.17 888.10	MENTS	TOTAL LGTH (FT)	198 199 209	(0)	TOTAL LGTH (FT)	42 253 271		
-	7		PROPOSED SANITARY PIPES FROM TO (UPSTM) (UPSTM)	SAS#0 SAS#1 SAS#2	SAS#4	SANITARY PIPES ABANDONMENTS	ABANDON TO	SAS 4051-018 SAS 4051-017 SAS 4051-016	SANITARY PIPES REMOVALS	ABANDON TO	SAS 4151-035 SAS 4151-002 SAS 4151-003		
- 5/20/2024 ADDENDUM 1			PROPOSED S FROM (DNSTM)	STEVENS STREET SAS 4151-034 SAS #0 SAS #1	SAS #3 SAS #4	SANITARY PI	ABANDON FROM	STEVENS STREET SAS 4051-002 SAS 4051-018 SAS 4051-017	SANITARY PII	ABANDON FROM	STEVENS STREET SAS 4151-034 SAS 4151-035 SAS 4151-002		
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i i	ナモリリ		ä	872.19 873.68 875.46	879.12 888.00 891.02	AMNOCINA	E. E.	872.04 874.43 877.50	884.96				D.D. 6.7.17 EWER MAIN AN
	2002		JRES TOP OF CASTING	880.29 881.53 884.97	886.29 896.93 899.73	A 8 0 14	TOP OF		892.13	898.31 900.92			RMANCE W/S. C900 DR18 (SE
	EWE		STRUCTI LOCATION (OFFSET)	RT-5.93 RT-5.46 RT-5.08	RT-6.15 RT-5.61 RT-4.61	NOW HE	LOCATION	(UFFSE1) RT-0.39 RT-1.56 LT-0.80	RT-20.54	RI-21./1			SEAL IN CONFO
	AKY い		STATION STATION	62+78.90 60+39.56 57+95.56	57+37.80 53+58.50 51+23.61	TDIICTIID	STATION	63+32.78 60+80.37 58+09.87	55+40.24	51+32.22			OTES NAL CHIMNEY S S SHALL CONFC
	SANIJARY SEWER SCHEDULE		PROPOSED SANITARY STRUCTURES SAS STATION LOCATION TOP OF NO. (OFFSET) CASTING	STEVENS STREET SAS#0 SAS#1 SAS#2	SAS#3 SAS#4 • SAS#5	CANITADY CTDIICTIIDE DEMOVAI C.R. ARANDONMENTS	SAS	ND. STEVENS STREET SAS 4151-035 SAS 4151-002 SAS 4151-003	SAS 4051-018	SAS 4051-017			SPECIFIC NOTES [1] INSTALL INTERNAL CHIMNEY SEAL IN CONFORMANCE W/S.D.D. 5.7.17 [2] PVC-C800 PIPES SHALL CONFORM TO AWWA C800 DR18 (SEWER MAIN AND LATERALS)

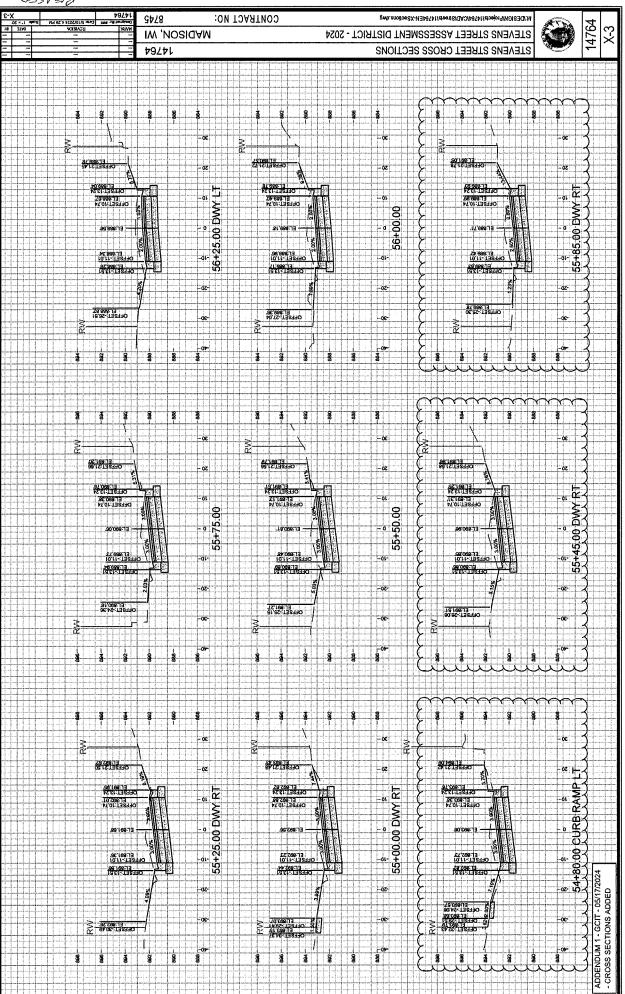
STORM SEWER SCHEDULE	ULE				• 5/20/2024 ADDENDUM 1	DUM 1				STEVENS	STREET AS PROJEC	RECT ASSESSMENT (PROJECT NO. 14764 STORM SEWER	STEVENS STREET ASSESSMENT DISTRICT 2024 PROJECT NO. 14784 STORM SEWER SCHEDULE	SHEET NO.	Š.
PROPOSED STORM STRUCTURES STRUC. STATION LOCATION TYPE NO. (OFFSET)	TOP OF E	E.I. DE	DEPTH NO	NOTES	PROPOSED STORM PIPES PIPE TROM TO NO. (DNSTM) (UPS'	STORM PII FROM (DNSTM)	PES To (uPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) PIPE LGTH (FT) LGTH	PIPE SLOPE LGTH (FT) (%)	SLOPE PIPE	TYPE	CITY OF MADISON	NaDison
STEVENS STREET S-0 57+13.86 RT-16.43 TAP S-1 56-98.83 RT-12.21 HINLET S-2 57+00.12 LT-12.53 HINLET		883.25 - 883.32 3.82 883.44 3.51		WR-3067-7004-V WR-3067-7004-V, [2]	STEVENS STREET P-1 P-2	۳- % 7- %	? ?	883.25 883.32	883.44	15 25	23 33	0.52% 12"	TYPE I RCP TYPE I RCP	 e. e.	
STORM STRUCTURE ADJUSTMENTS ADJUST STATION LOCATION TYPE NO. (OFFSET)	EX. TOC. /	ADJUST AD ELEV. DIF	adjust note Diff.	TES	STORM SEWER ULOS ULO STATION NO.	VER ULOS STATION	LOCATION (OFFSET)	ТУРЕ		TOP ELEV.	NOTES				
STEVENS STREET AS-1 63-65.14 F1-6.22 F1-76.26 F1	880.16 886.68 880.26	880.16 0.0 886.68 0.0 880.26 0.0	0.00 [1] 2X 0.00 - 0.00 [2]	2X W/R-15150-0054	ULO-1 5	57+10.87	RT-15.54	MGE GAS		1	,				
SPECIFIC NOTES [1] REMOVE ROOF OF STRUCTURE AND REPLACE WITH LID WITH TWO (2) 24" OPENINGS @ STA 63-56.64, LT-8.68 AND STA 63,56.66, LT-6.30 (PAID AS BID ITEM 90003 RECONSTRUCT CATCH BASIN TO SAS CASTING) [2] LOWER CURB BOX 2" TO ACCOMDATE 4" CURB HEAD	1TWO (2) 24" OPENIN O SAS CASTING)	GS @ STA E	53+56.64.1	T-9.68 AND STA 63.56.66.	NOTE: PLAN LENGT IS ACTUALL PRELENGT PRELENGT PRELENGT PRELENGT PRELENGT PRECAMPLY SAS = SEN PROF: NCM = NO CROWN MA TOP OF CASTING GRADE GN TOP OF CASTING TOP OF CASTING GN TOP OF CASTI	PLAN LENGTH (IS ACTUAL LEW THO THE STATE THO THE STATE TO SASH SERVER TO USE THE DOUR STR. THE DOUR STR. THE DOUR STR. THE DOUR STR. THE	NOTE: PLANLENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE. PLENGED USING PIPE LENGTH. STANDARD NOTES: **ABRENATIONS. R. = ARRON BIOUNALL; RCP = REINFORCED CONCRETE PIPE; HERGP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PORCES STRUCTURE; PP = HELD POURED STRUCTURE; TP = TOP OF CONCRETE PORCES STRUCTURE; PP = HELD POURED STRUCTURE; TP = TOP OF CONCRETE PORCES STRUCTURE; PP = HELD POURED STRUCTURE; TP = TOP OF CONCRETE PORCES STRUCTURE; PP = HELD POURED STRUCTURE; TP = TOP OF CONCRETE PORCES STRUCTURES STRUCTURES STORE CASTING GRADE OF THE WORSE NOTED. **ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OF THERWISE NOTED. **SURVEYOR TO COMPIEM THAT ALL INLET STATION OF PSETS LINE UP WITH PROPOSED CURB AND GUTTER. **ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OF THERWISE NOTED. **SURVEYOR TO COMPIEM THAT ALL INLET STATION OF SETS LINE UP WITH PROPOSED STREED SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 57.3. **ALL REINFORCED CONCRETER SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 57.3. **ALL REINFORCED CONCRETER SHALL BE CONSTRUCTED IN ACCORDANCE WITH STRUCTURES (OF INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO GITY ENGINEERING FOR APPROVALS. FAX SHOP DRAWINGS TO (500)254-8275, OR EMAIL SHOP DRAWINGS TO TOHOUGHNESS TO PREVAINGS TO THE PROPERS STORES.	(CENTER OF ST PLECTURE WALL FORCED CONG FORCED CONG SE, DP = LOW POIN PERSTS LINE U FOR INLET STR CASTINE UNLESS OTHER PERSTS LINE U PRESTS LINE UN PRESTS CONSTRUCTED NATURE FIELD P PRECAST STRUCTED NATURE FIELD P PRECAST STRUCTED	RUCTURE: TO STRUCTURE STRUCTURES STRUCTURES STRUCTURES STRUCTURES STRUCTURES STRUCTURES A CONTRES A CONTRE	O CENTER O TURE WALL. FERCE = HOR NUTHE FLOY NE NOTED. I. SEE NOTED. I.	STRUCTUR SLOPE CALC SLOPE CALC IZONTAL ELI = FIELD POI MUINE OF TH H STANDARI H STANDARI OL CONTACT IL SHOP DRA	E. PIPE LEN ULATED USI IPTICAL REI RED STRUC R. ALL DRAWIN ALL DRAWIN OT INDICALIT	IGTH ING INFORCED CO TURE; TR = 17 ASTING FOR 8 ASTING 5.7.3. G 5.7.5. DD AS FIELD P JINOWSKI OF	NORETE PIPI DP OF CONC 84SS.	FE: DNA = SRETE ALL BE EERING

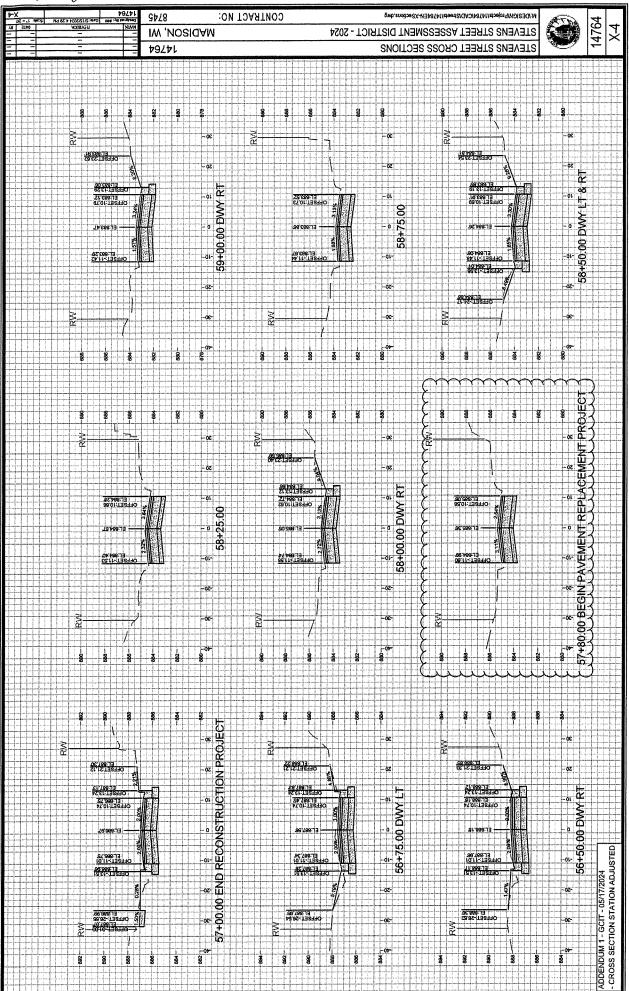


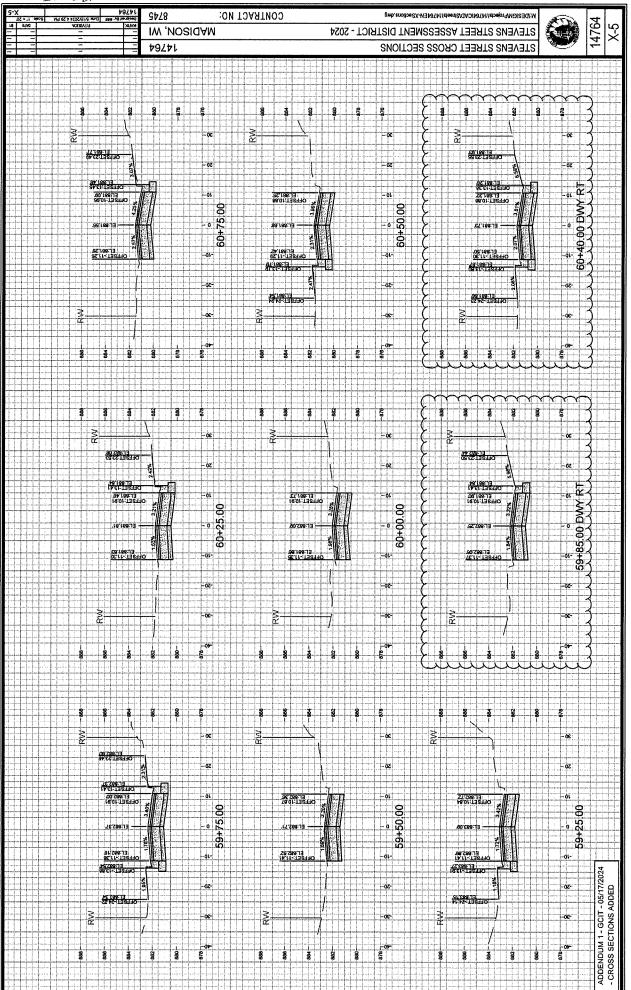


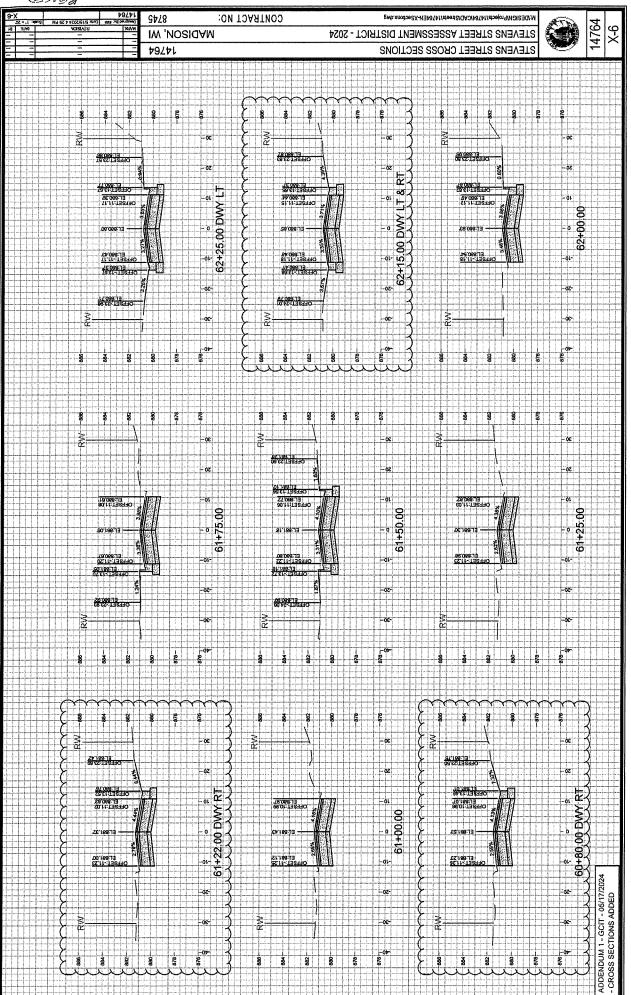




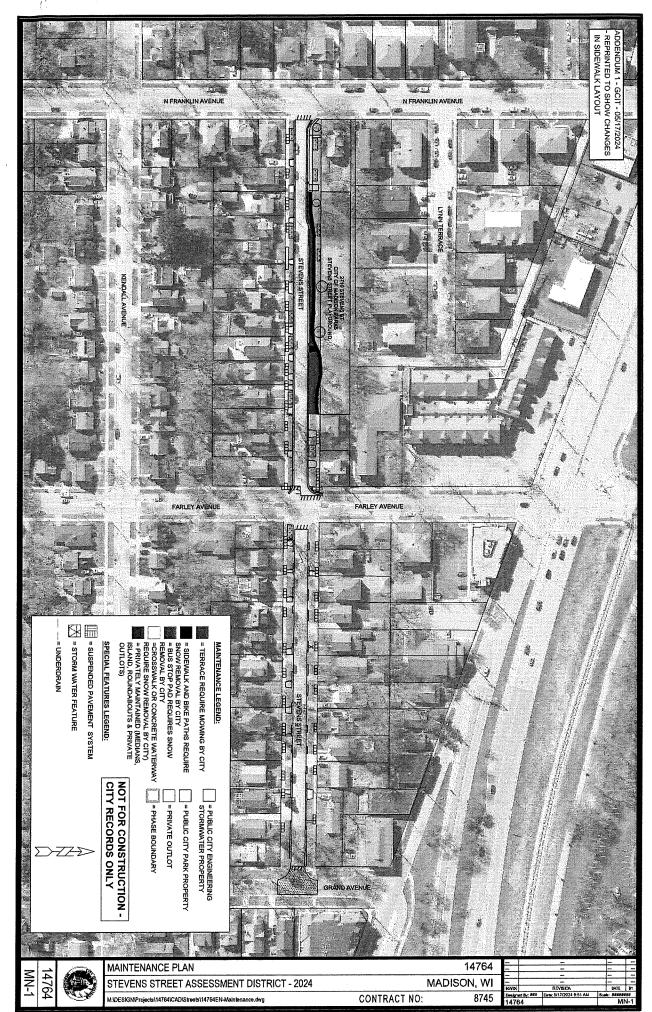




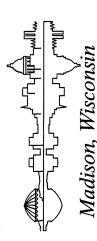




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PUBLIC IMPROVEMENT PROJECT APPROVED



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MAINTENANCE PLAN (CITY USE ONLY)

SHEET NO. MN-1

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 I" CONSTRUCTED WITH A SIDE SLOPE OF 200%. SIDEWALK 0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00% SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF PER 12". SIDEWALK AND CURB RAMPS SHALL BE EXCEPT WHERE STREET GRADES EXCEED 5.00%

LAN OF PROPOSED IMPROVEMENT STEVENS STREET ASSESSMENT DISTRICT - 2024 CITY OF MADISON CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS

CITY PROJECT NO. 14764 CONTRACT NO. 8745

PROJECT

LOCATION May 10, 2024 PAVEMENT MARKING DESIGNED BY: WATER DESIGNED BY: 12400 HIGHEYAD 000 CHAMBERLAIN AVE SYLVAN S (HOLY CROSS CEMETERY) (5 OVERLOOK . 537b2 KEND ALL PARK PL 2700 Z. SHEPARO TER MCKINLEY HOYT PARK 2300 OUTH CIR

EARTHWORK SUMMARY

EXCAVATION CUT (MEASURED PLAN QUANTITY) 1840 CY	ESTIMATED UNDISTRIBUTED UNDERCUT	TOTAL UNCLASSIFIED EXCAVATION CUT

May 10, 2024 PUBLIC IMPROVEMENT DESIGN 4PPROVED BY: APPROVED DATE: MAY 21, 2024 BY THE COMMON COUNCII OF MADISON, WISCONSIN STREET DESIGNED BY: City Engineer

Date



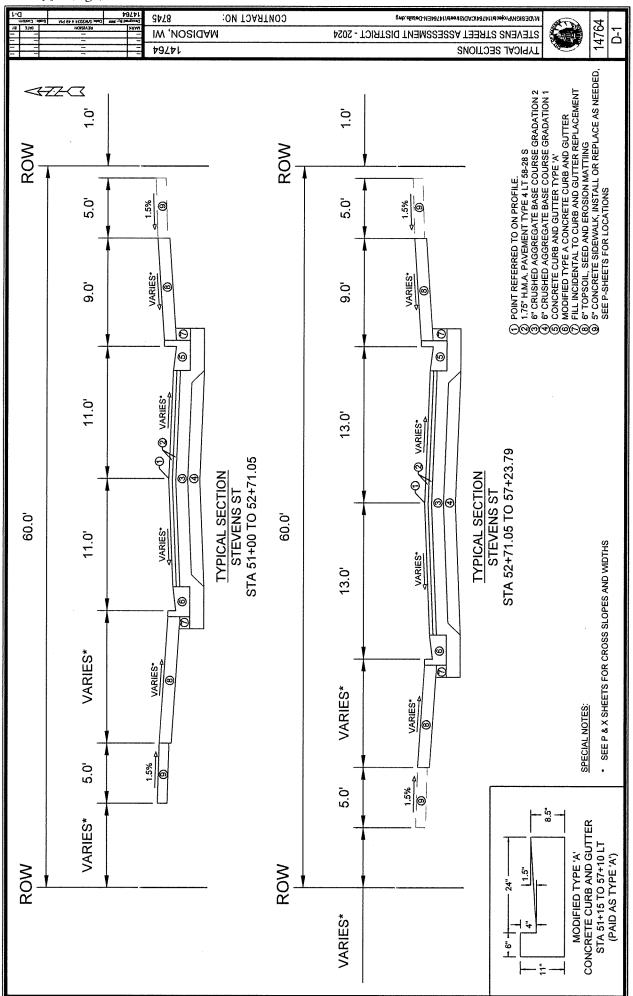
May 10, 2024

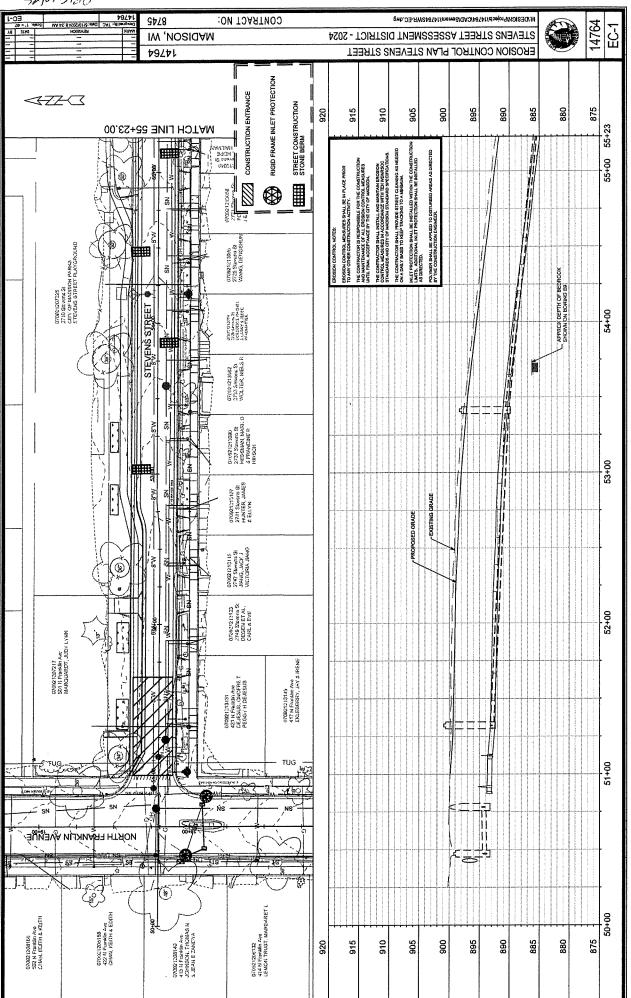
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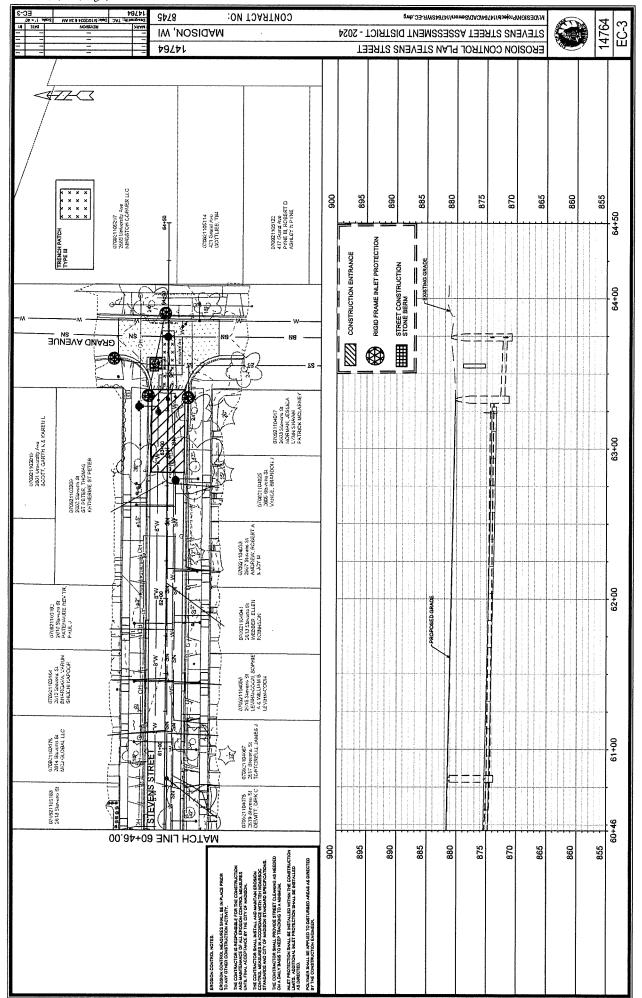


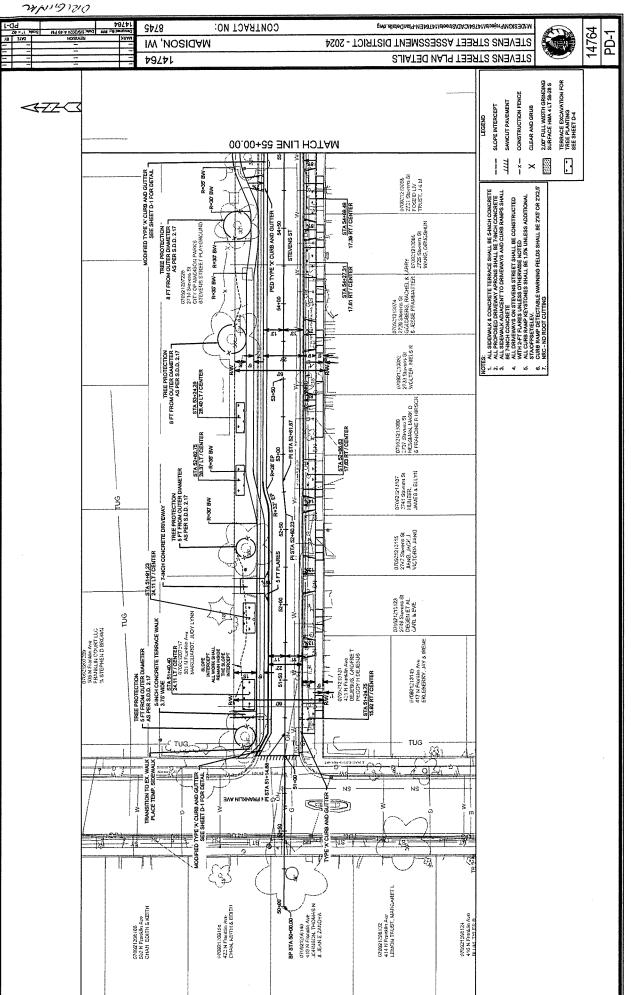
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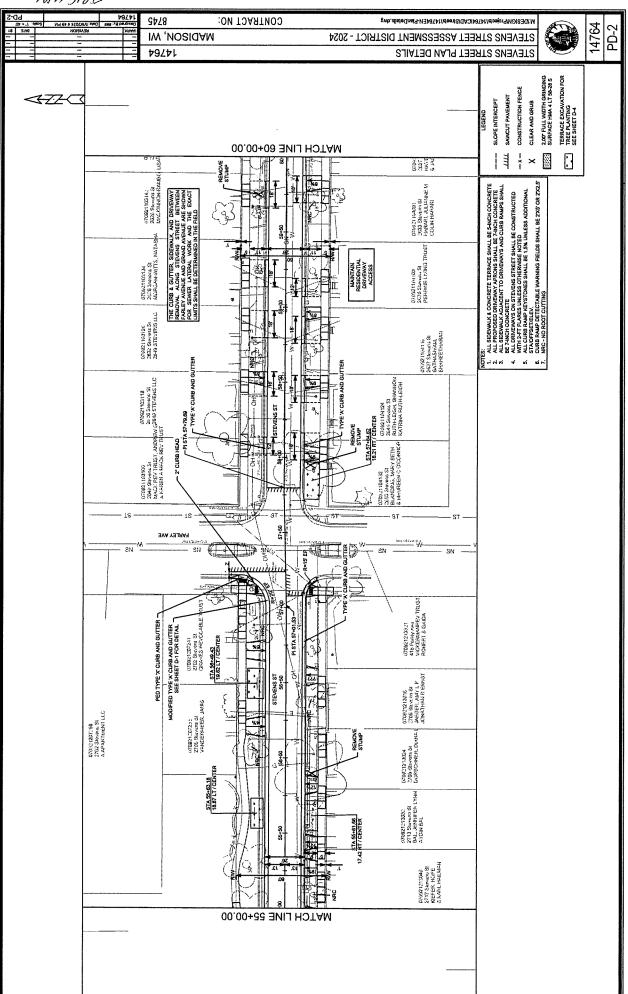
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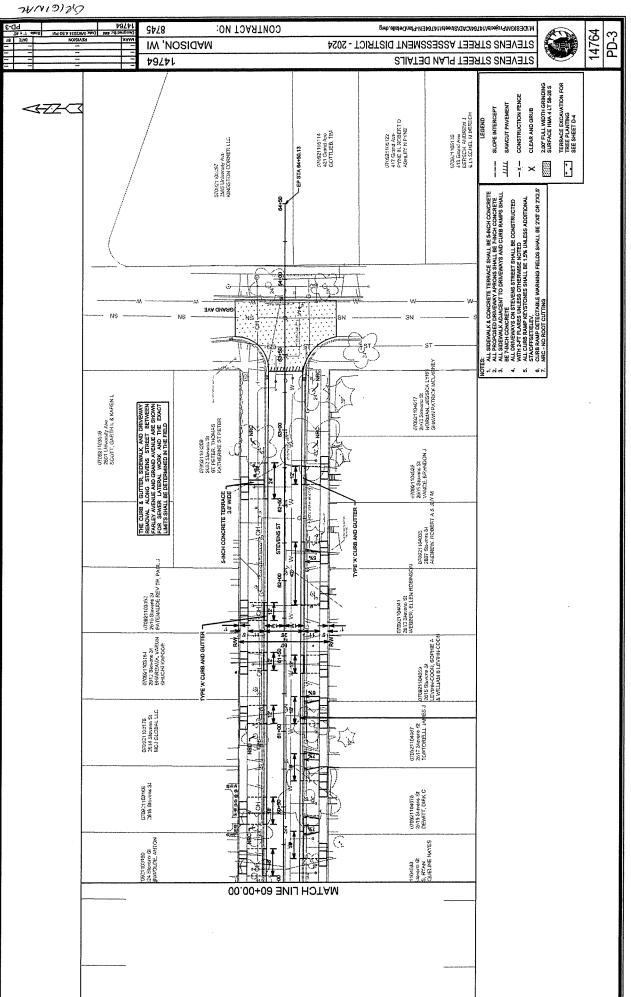


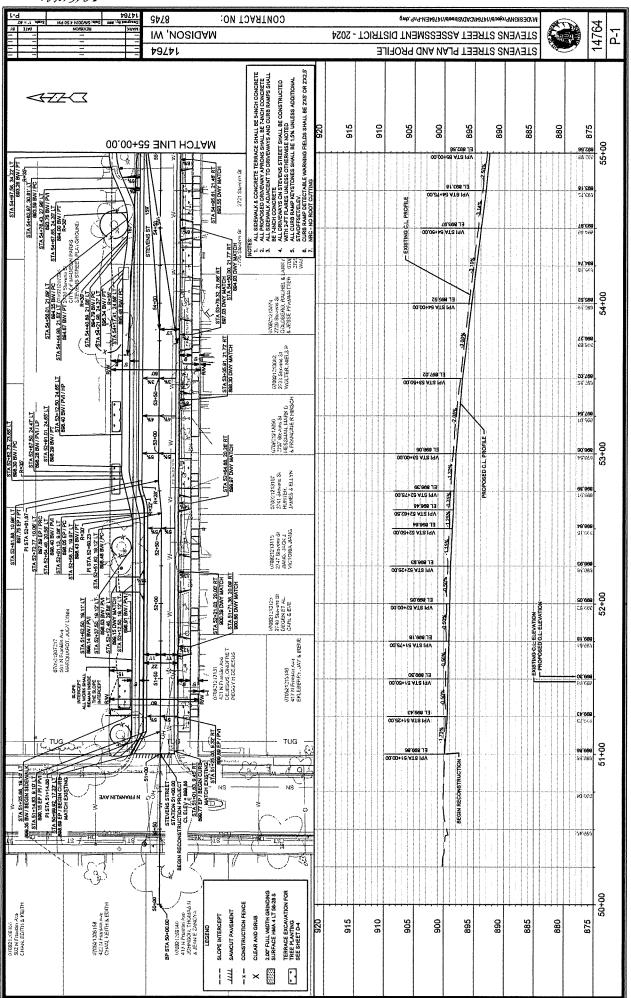




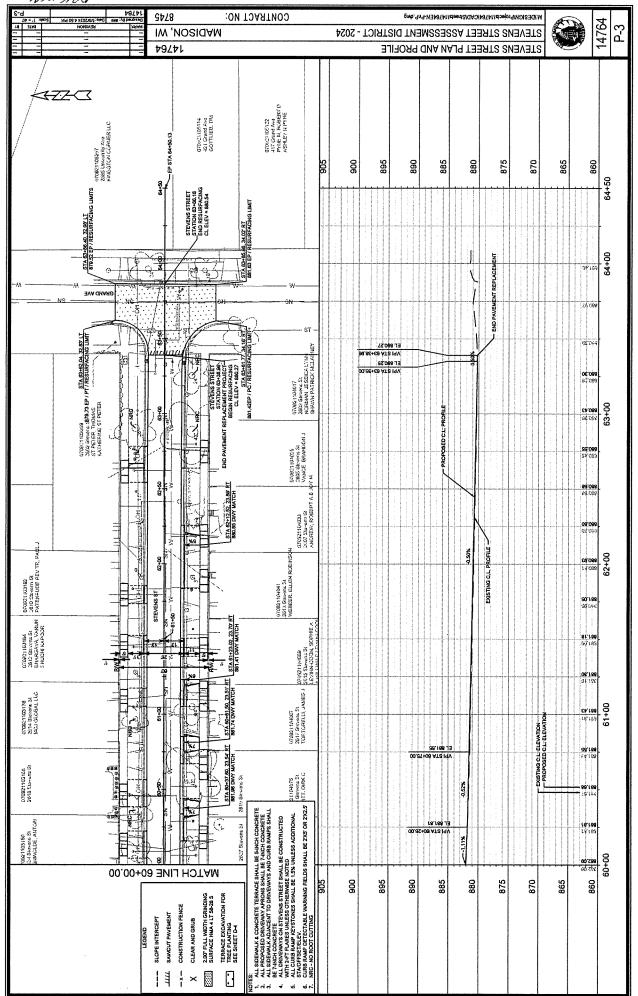


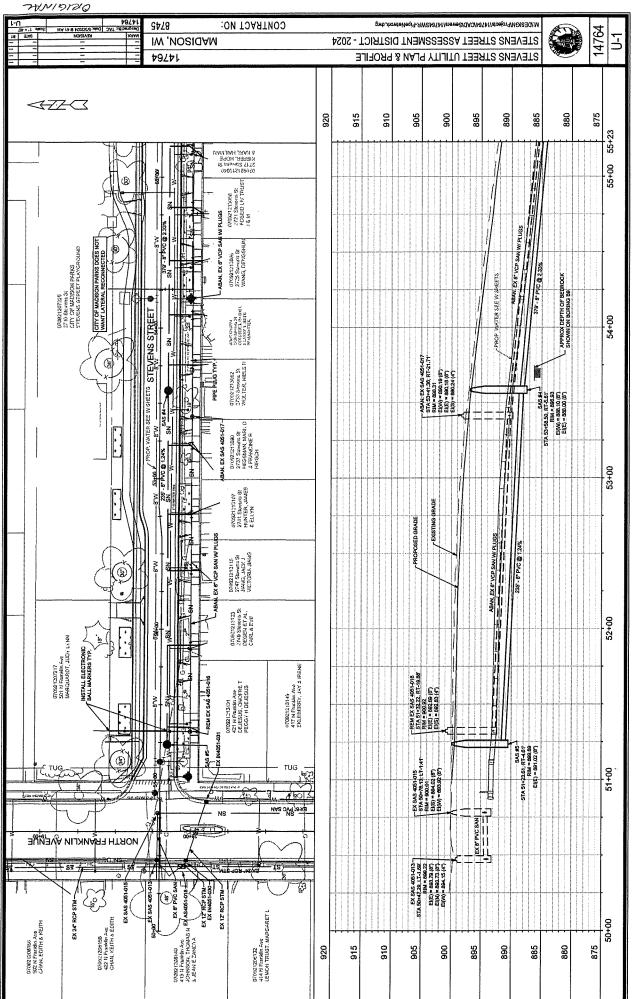


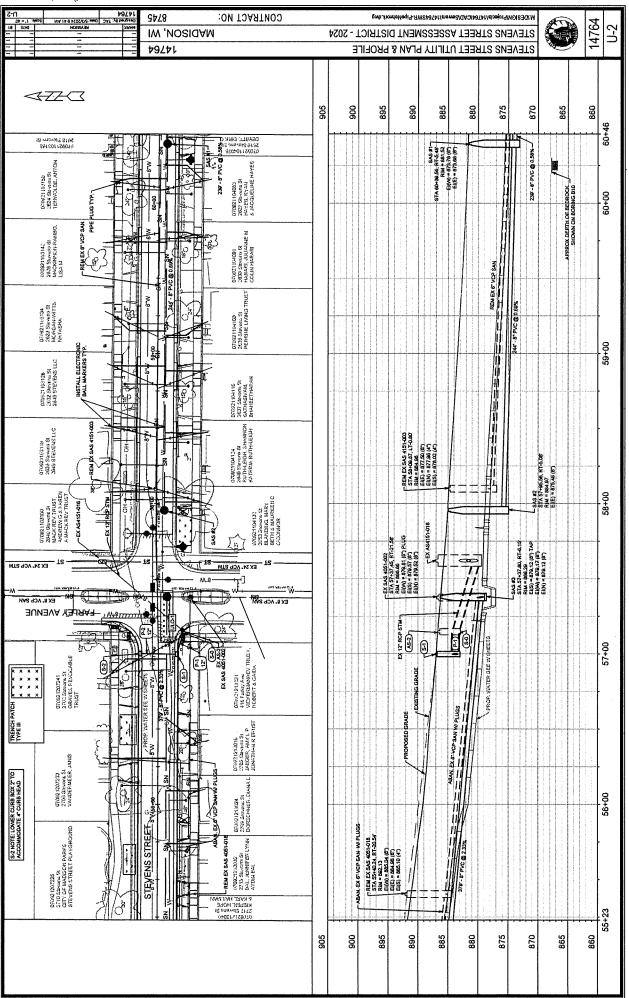


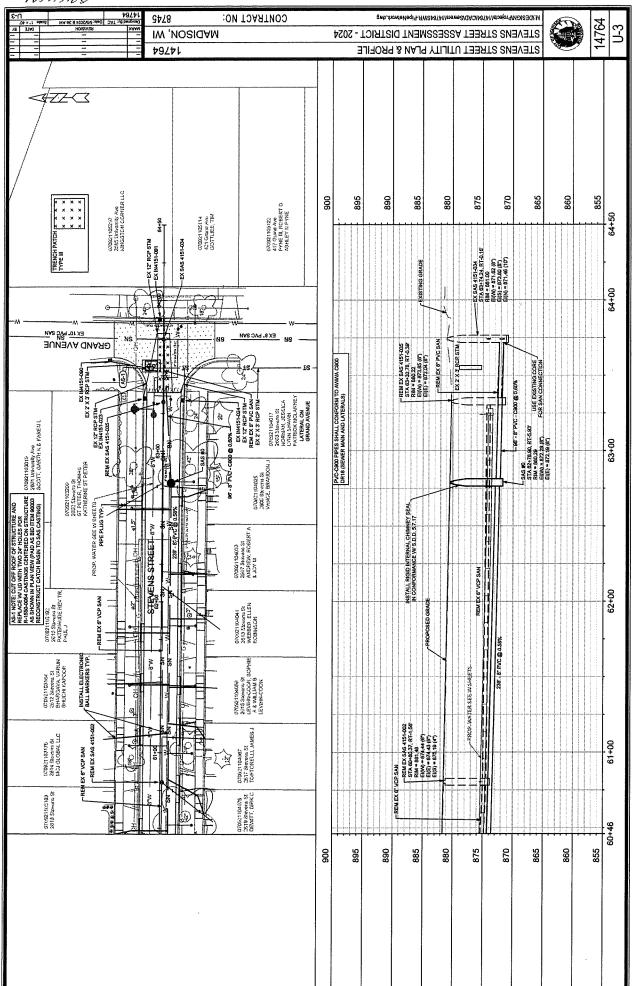


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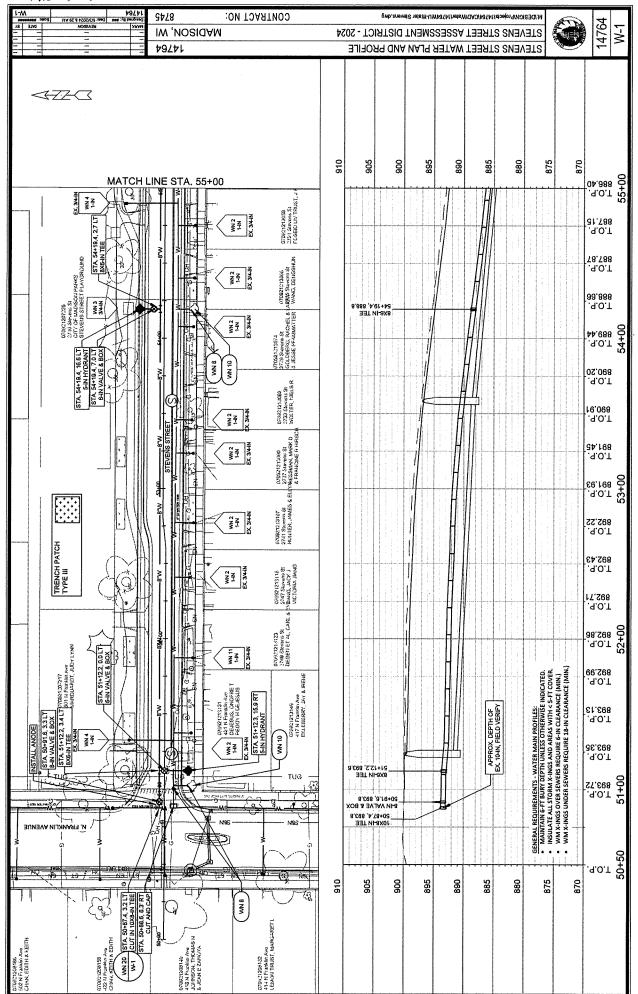


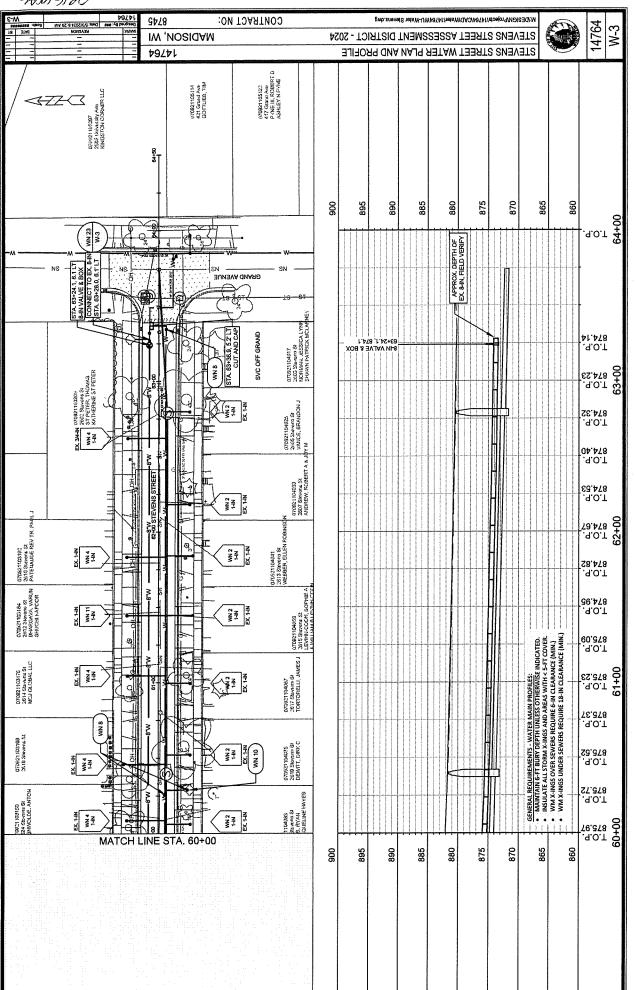


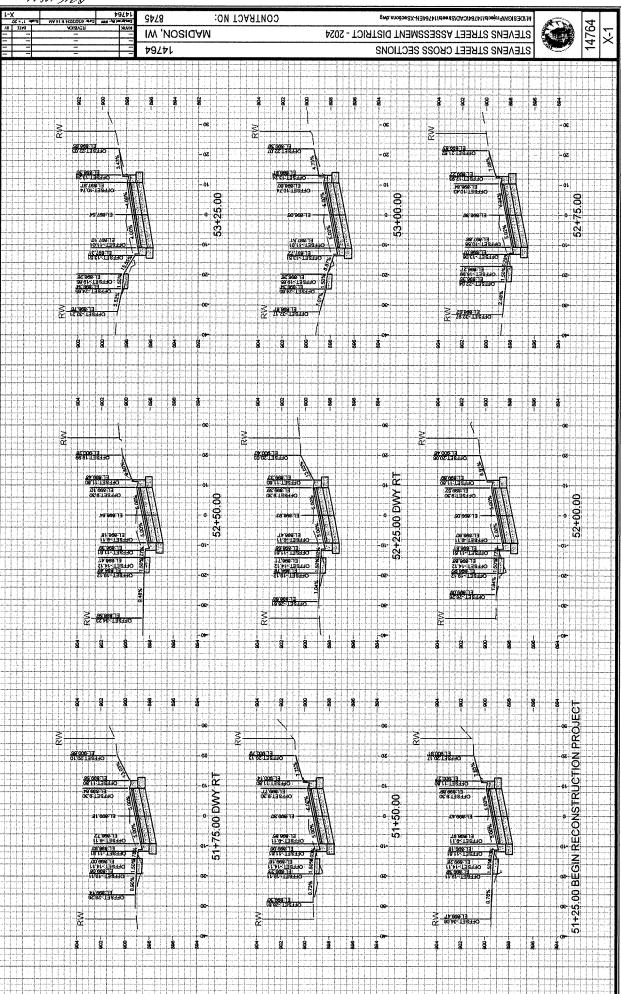


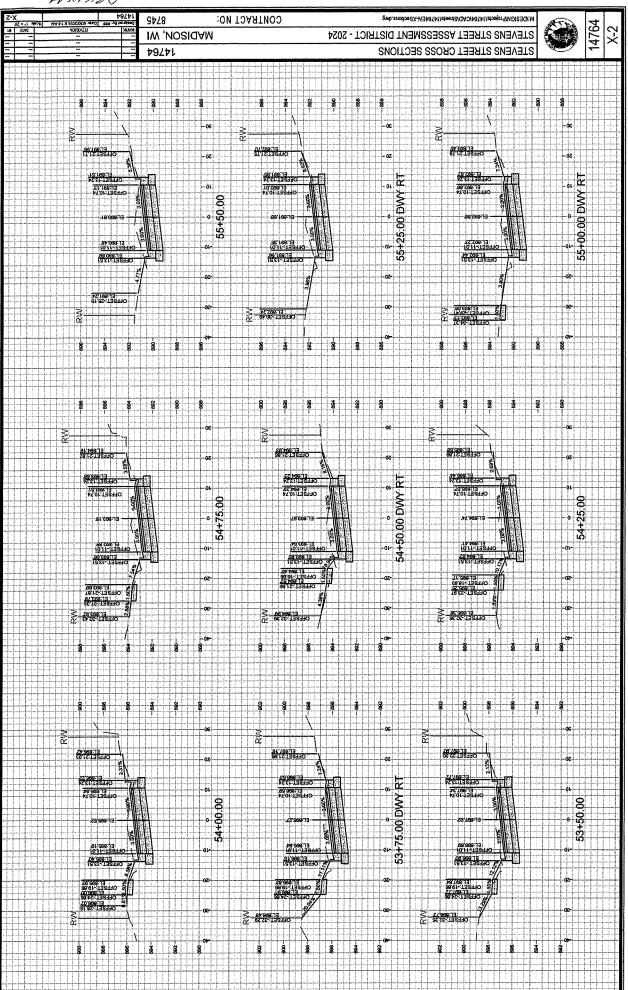
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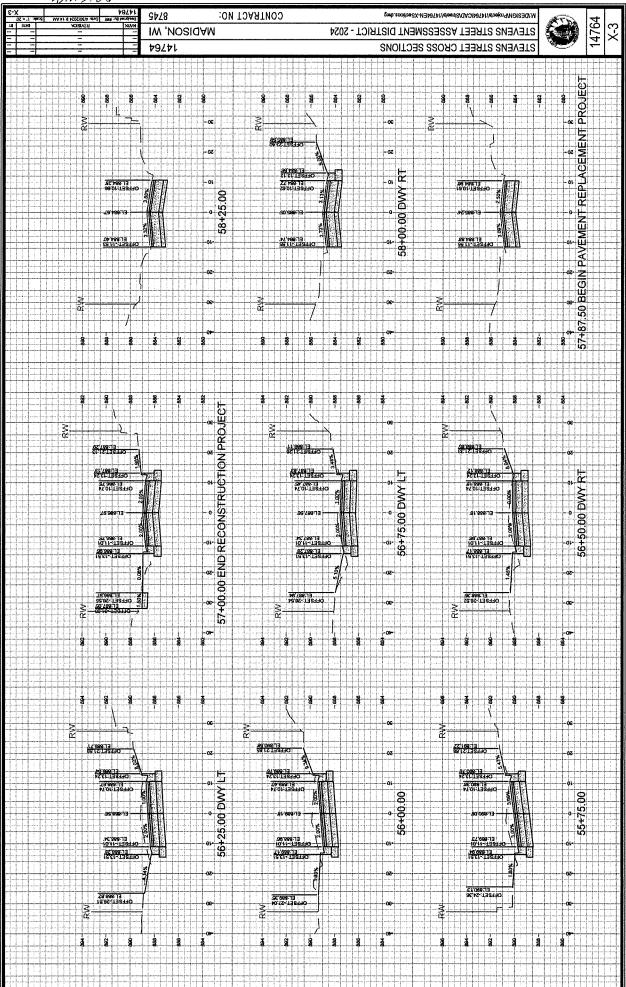
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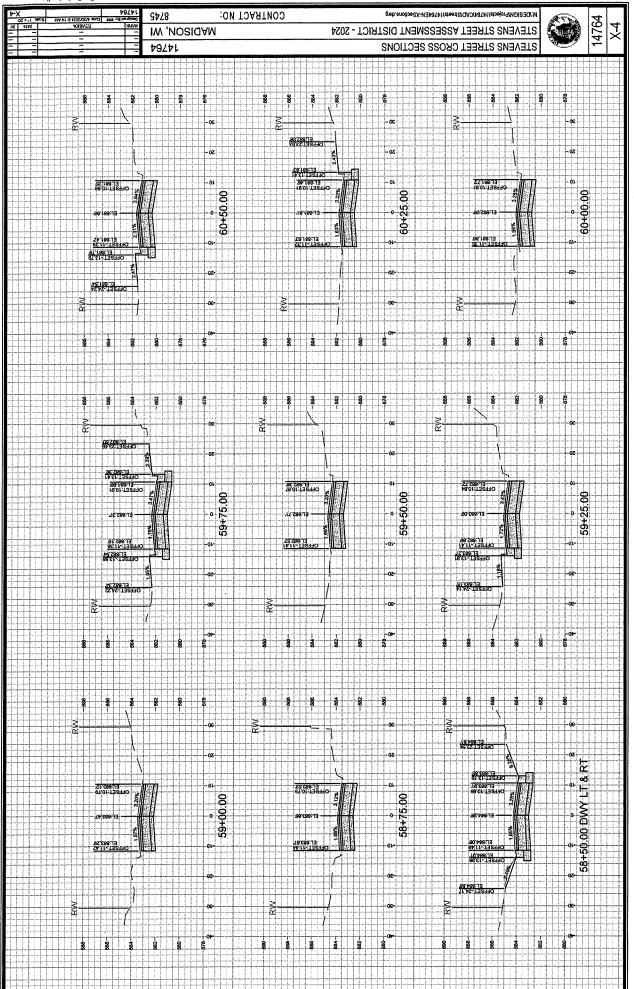


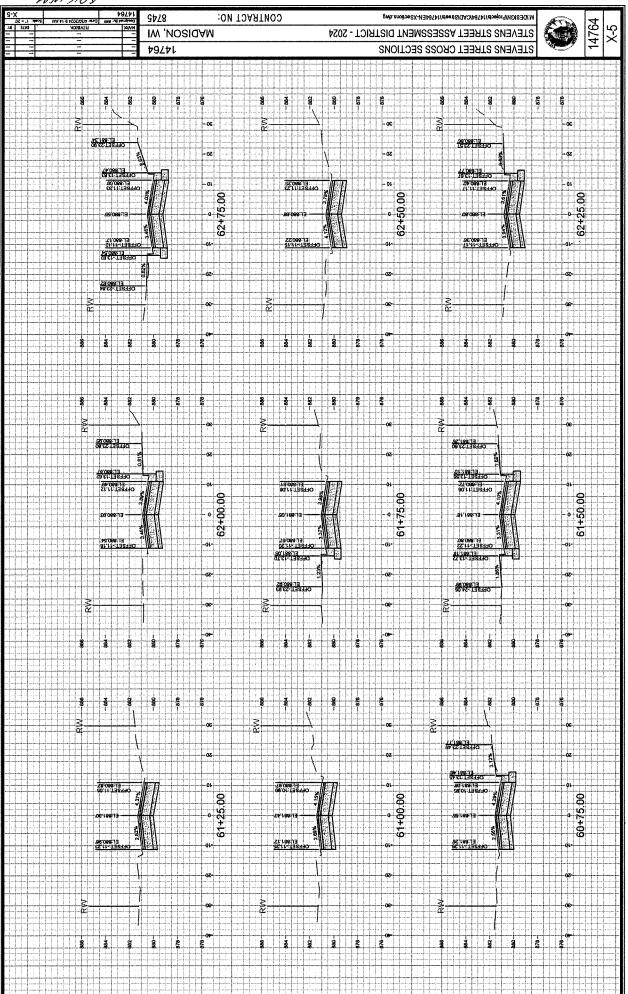


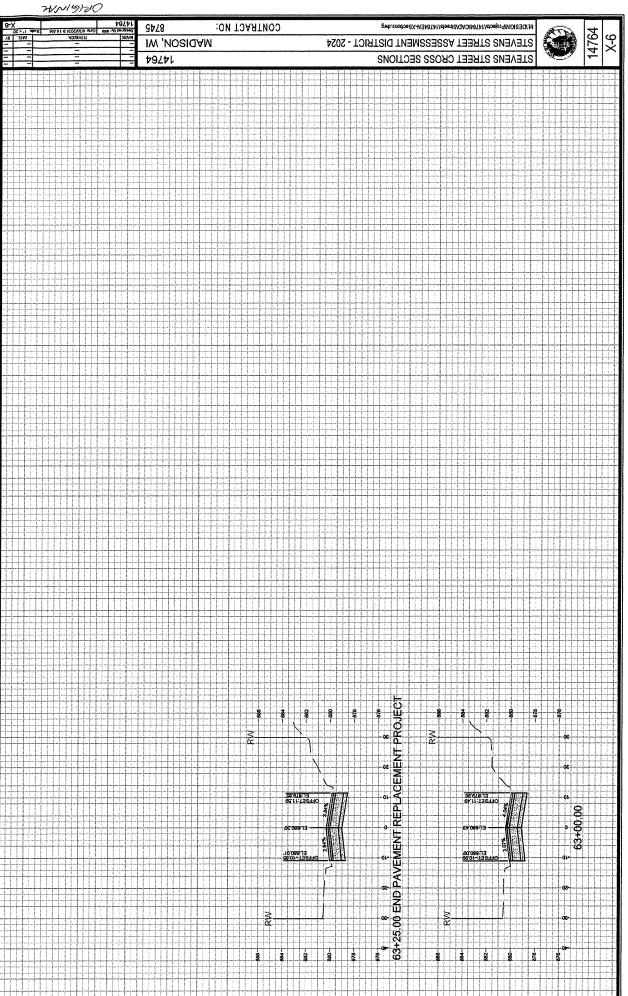


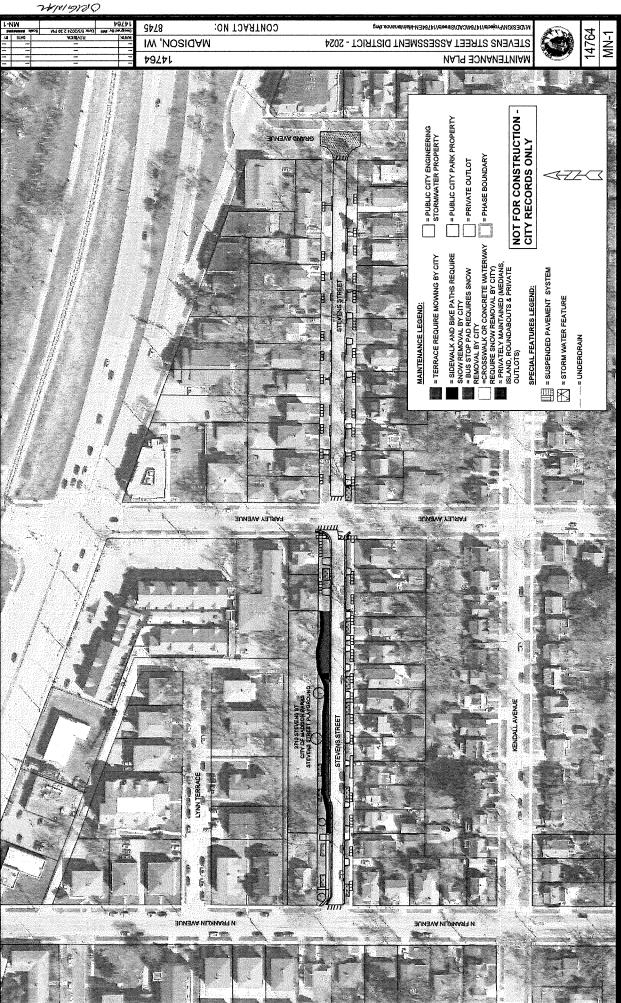












SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE STEVENS ST ASSESSMENT DIST 2024

CONTRACT NO. 8745

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1.	The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos1 through1 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
2.	acknowledge here) If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
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 ofCapitol Underground, Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of
	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.
SIGNA	
TITLE.	CONTROLLER
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Swon	and subscribed to before me this 23 day of May ,20 24 CAMA

(Notary Public or other officer authorized to administer oaths)

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

My Commission Expires 522 2

Section F: Best Value Contracting (BVC) Fillable Online Form 8745 Capitol Underground, Inc.

Best Value Contracting
1. The Contractor shall indicate the non-apprenticeable trades used on this contract.
2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.
Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
Contractor has been in business less than one year.
Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.
3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.
LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)
BRICKLAYER
CARPENTER
CEMENT MASON / CONCRETE FINISHER
CEMENT MASON (HEAVY HIGHWAY)
CONSTRUCTION CRAFT LABORER
DATA COMMUNICATION INSTALLER
ELECTRICIAN
ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
GLAZIER
HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
INSULATION WORKER (HEAT and FROST)
□IRON WORKER
□IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR
PLASTERER
PLUMBER
RESIDENTIAL ELECTRICIAN
ROOFER and WATER PROOFER
SHEET METAL WORKER
SPRINKLER FITTER
STEAMFITTER
STEAMFITTER (REFRIGERATION)
STEAMFITTER (SERVICE)
TAPER and FINISHER
TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
TILE SETTER

CONTRACT NO. 8745

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company:	Capitol Underground, Inc
Address:	782 Lois Dr. Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Brent Conwell Controller

Prime Bidder Certification

Name: Brent Conwell		
Title:	Controller	
Company:	Capitol Underground, Inc.	

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

anacho

Witness Signature

5/23/2024

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CONTRACT NO. 8745

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Mike Schlobohm Trucking		%
and the same of th		3 %
Other SBE Trucking as available		%
		%
	11 11 11 11 11 11 11 11 11 11 11 11 11	%
244		%
		<u> </u>
		%
		%
		%
		%
<u> </u>		%
		%
Subtotal SBE who are NOT suppliers:		% .
SBE Subcontractors Who Are Suppliers		
Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
	•	%
Subtotal Contractors who are suppliers:	% x 0.6 =	% (discounted to 60%)
Total Percentage of SBE Utilization: 3	% .	

STEVENS STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8745 DATE: 5/23/24

Capitol Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page	•		
10701 - TRAFFIC CONTROL - L.S.	1.00	\$4,000.00	\$4,000.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	1.00	\$810.00	\$810.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	250.00	\$5.00	\$1,250.00
10802 - ROOT CUTTING - SIDEWALK - L.F.	250.00	\$5.00	\$1,250.00
10911 - MOBILIZATION - L.S.	1.00	\$200,000.00	\$200,000.00
20101 - EXCAVATION CUT - C.Y.	2000.00	\$31.75	\$63,500.00
20110 - TERRACE EXCAVATION FOR TREE PLANTING - C.Y.	74.00	\$58.20	\$4,306.80
20140 - GEOTEXTILE TYPE SAS NON WOVEN - S.Y.	3127.00	\$2.25	\$7,035.75
20217 - CLEAR STONE - TON	790.00	\$18.00	\$14,220.00
20219 - BREAKER RUN - TON	220.00	\$16.50	\$3,630.00
20221 - TOPSOIL - S.Y.	2400.00	\$5.65	\$13,560.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	140.00	\$3.25	\$455.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	5.00	\$850.00	\$4,250.00
20314 - REMOVE PIPE (SANITARY) - L.F.	524.00	\$35.50	\$18,602.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	1515.00	\$1.00	\$1,515.00
20322 - REMOVE CONCRETE CURB AND GUTTER - L.F.	1825.00	\$4.85	\$8,851.25
20323 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	6670.00	\$3.00	\$20,010.00
20331 - ABANDON SEWER ACCESS STRUCTURE - EACH	1.00	\$730.00	\$730.00
20336 - PIPE PLUG (SANITARY) (UNDISTRIBUTED) - EACH	5.00	\$365.00	\$1,825.00
20401 - CLEARING - I.D.	110.00	\$100.00	\$11,000.00
20406 - GRUBBING - I.D.	110.00	\$75.00	\$8,250.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$410.00	\$410.00
20503 - ADJUST INLET - EACH	2.00	\$515.00	\$1,030.00
20701 - TERRACE SEEDING - S.Y.	2400.00	\$1.90	\$4,560.00
21002 - EROSION CONTROL INSPECTION - EACH	2.00	\$100.00	\$200.00
21011 - CONSTRUCTION ENTRANCE - EACH	4.00	\$540.00	\$2,160.00
21013 - STREET SWEEPING - L.S.	1.00	\$3,350.00	\$3,350.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	6.00	\$270.00	\$1,620.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL -			
EACH	9.00	\$365.00	\$3,285.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	18.00	\$24.00	\$432.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	9.00	\$50.00	\$450.00
21063 - EROSION MATTING, CLASS I, TYPE A- ORGANIC - S.Y.	2400.00	\$1.90	\$4,560.00
21302 - CONSTRUCTION FENCE - L.F.	210.00	\$7.75	\$1,627.50
30201 - TYPE A CONCRETE CURB AND GUTTER - L.F.	1825.00	\$29.40	\$53,655.00
30203 - TYPE X CONCRETE CURB AND GUTTER - L.F.	50.00	\$35.40	\$1,770.00
30208 - HAND FORMED CONCRETE CURB AND GUTTER - L.F.	180.00	\$46.00	\$8,280.00
30302 - 5 INCH CONCRETE SIDEWALK - S.F.	5457.00	\$7.60	\$41,473.20
30304 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	3870.00	\$8.40	\$32,508.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	30.00	\$45.00	\$1,350.00
40101 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	1100.00	\$22.90	\$25,190.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	1600.00	\$22.90	\$36,640.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	800.00	\$81.78	\$65,424.00
40202 - HIMA PAVEMENT 4 LT 50-26 3 - TON 40218 - TACK COAT - GAL	375.00	\$3.00	\$1,125.00
40301 - FULL WIDTH GRINDING - S.Y.	267.00	\$16.75	\$4,472.25
40301 - FULL WIDTH GRINDING - 3.1.	۵۲،00	ψ10.70	Ψ-7,-71 Δ.Δ.

STEVENS STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8745 DATE: 5/23/24

Capitol Underground, Inc.

ltem	Quantity	Price	Extension
40321 - UNDERCUT - C.Y.	95.00	\$17.85	\$1,695.75
50201 - ROCK EXCAVATION - C.Y.	15.00	\$198.00	\$2,970.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	40.00	\$0.01	\$0.40
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	2031.00	\$0.01	\$20.31
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	266.00	\$81.35	\$21,639.10
50301 - 8 INCH PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	1097.00	\$104.10	\$114,197.70
50321 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	96.00	\$152.90	\$14,678.40
50353 - SANITARY SEWER LATERAL - L.F.	934.00	\$53.40	\$49,875.60
50356 - RECONNECT - EACH	39.00	\$2,885.00	\$112,515.00
50361 - WASTEWATER CONTROL - L.S.	1.00	\$3,400.00	\$3,400.00
50390 - SEWER ELECTRONIC MARKERS (SANITARY)(UNDISTRIBUTED) -			
EACH	100.00	\$25.00	\$2,500.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	40.00	\$102.00	\$4,080.00
50701 - 4' DIA SANITARY SAS - EACH	6.00	\$4,905.00	\$29,430.00
50741 - TYPE H INLET - EACH	2.00	\$3,395.00	\$6,790.00
50771 - INTERNAL CHIMNEY SEAL - EACH	1.00	\$460.00	\$460.00
50791 - SANITARY SEWER TAP - EACH	1.00	\$1,500.00	\$1,500.00
50792 - STORM TAP - EACH	1.00	\$950.00	\$950.00
50801 - UTILITY LINE OPENING (ULO) - EACH	2.00	\$835.00	\$1,670.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	400.00	\$12.85	\$5,140.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	70.00	\$18.50	\$1,295.00
60820 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - EACH - EACH	4.00	\$185.00	\$740.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	80.00	\$120.00	\$9,600.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	1360.00	\$107.50	\$146,200.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	3.00	\$3,190.00	\$9,570.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	6.00	\$3,965.00	\$23,790.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	3.00	\$6,635.00	\$19,905.00
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	2.00	\$2,955.00	\$5,910.00
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	38.00	\$1,685.00	\$64,030.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$1,875.00	\$7,500.00
70081 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,970.00	\$1,970.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	2.00	\$1,155.00	\$2,310.00
70090 - ABANDON WATER VALVE BOX - EACH	11.00	\$190.00	\$2,090.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	3.00	\$135.00	\$405.00
70104 - ADJUST WATER VALVE BOX - EACH	4.00	\$210.00	\$840.00
70111 - FURNISH AND INSTALL ANODE - EACH	3.00	\$177.00	\$531.00
90001 - TEMPORARY PEDESTRIAN CROSSING - L.S.	1.00	\$1,925.00	\$1,925.00
90002 - PROJECT INFORMATION SIGN (4' X 6') - EACH	2.00	\$350.00	\$700.00
90003 - RECONSTRUCT CATCHBASIN TO SAS CASTING - EACH	1.00	\$4,970.00	\$4,970.00
90004 - TEMPORARY SIDEWALK - S.Y.	15.00	\$108.00	\$1,620.00
83 Items	Totals		\$1,364,036.01



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

<u>engliceedaa@cligalmsciesa ugra</u> www.pityalmaulsca<mark>.co</mark>m/analicachina Deputy City Engineer Bryan Cooper, AlA Gregory T. Fries, P.E. Chris J. Petykowski, P.E.

Deputy City Engineer Kathleen M. Cryan

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

Principal Engineer 1 Mark D. Moder, P.E. Andrew J. Zwieg, P.E.

Financial Manager Steven B. Danner-Rivers

BIENNIAL BID BOND

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

a corporation of the State of 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 February 1, 2024 through February 1, 2026.

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.

Capitol Underground, Inc.	11/1/27
COMPANY NAME AFI	FIX SEAL DATE
By: SIGNATURE AND TITLE	<u></u>
SURETY	
Western Surety Company	October 27, 2023
	FIX SEAL DATE
Later of the second	
May Mc 2	
By: SIGNATURE AND TITLE	
Tracy M, Krause, Attorney-in-Fact	
	censed as an agent for the Surety in Wisconsin under National
Provider No. 8996012	for the year 2024 and appointed as attorney in fact with power of attorney has not been revoked.
authority to execute this bid bond, which	n power of attorney has not been revoked.
October 27, 2023	Qualymikane
DATE	AGENT SIGNATURE
	828 John Nolen Drive
	ADDRESS
	Madison, WI 53713 CITY, STATE AND ZIP CODE
	OILL, STATE AND ZIF GODE
	608-273-0655

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.

TELEPHONE NUMBER

PRINCIPAL

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
February 1, 2024 - February 1, 2026
NAME OF SURETY
Western Surety Company
NAME OF CONTRACTOR
Capitol Underground, Inc.
CERTIFICATE HOLDER
City of Madison, Wisconsin

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

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

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

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

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 Presiden

State of South Dakota
County of Minnehaha

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

M. BENT

NOTARY PUBLIC

SOUTH DAKOTA

7 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 27th day of October, 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.

SECTION H: AGREEMENT

THIS AGREEMENT made this 9th day of July in the year Two Thousand and Twenty-Four between CAPITOL UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on <u>JUNE 18, 2024</u>, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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

STEVENS STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8745

- 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 THREE HUNDRED SIXTY-FOUR THOUSAND THIRTY-SIX AND 01/100</u> (\$1,364,036.01) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
- 4. A. Non-Discrimination. During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
 - **B.** Affirmative Action. The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview

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

Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national 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

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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:
 - Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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

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STEVENS STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8745

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

	CAPITOL UNDERGROUND, INC.	
	Company Name	
6/10/24	Karolon AV/arauske	6/19/24
Date	President	Date
0/0/24 Date	Secretary	<u>С/Гру2 ч</u> Ďate
	W/W/24	Company Name W 24 Corelar Maraurabe Date President

CITY OF MADISON

Satya Rhodes-Conway, Mayor	
Maribeth Witzel-Behl Maribeth Witzel-Behl, City Clerk	7/2/2024 Date
Provisions have been made to pay the liability that will accrue	e under this contract.
David Schmisdicks	7/3/2024
David P. Schmiedicke, Finance Director	Date
Approved as to form:	
Michael Haas	7/8/2024
Michael Haas, City Attorney	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENT as principal, and Western Surety Compan	ED, that we <u>CAPITOL UNDERGROUND, INC.</u>			
as principal, and Western Surety Compan Company of South Dakota a	as surety, are held and firmly bound unto the City of			
Madison Wisconsin, in the sum of ONE MILLION THRE	E HUNDRED SIXTY-FOUR THOUSAND THIRTY-			
SIX AND 01/100 (\$1.364.036.01) Dollars, lawful money	of the United States, for the payment of which sum			
to the City of Madison, we hereby bind ourselves and or	ur respective executors and administrators firmly by			
these presents.				
The condition of this Bond is such that if the above bour all of the terms of the Contract entered into between him of:	nden shall on his/her part fully and faithfully perform /herself and the City of Madison for the construction			
STEVENS STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8745				
in Madison, Wisconsin, and shall pay all claims fo prosecution of said work, and save the City harmless fin 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.	rom all claims for damages because of negligence ess the said City from all claims for compensation			
Signed and sealed thisday of	June, 2024			
Countersigned:	CAPITOL UNDERGROUND, INC.			
Witness Camacho	Company Name (Principal) Lordon FM vraus Seal President Seal			
The same of the sa				
Secretary	The street			
	Western Surety Company			
	Surety Seal			
	☐ Salary Employee			
	By Maymhaine Control			
	Attorney-in-Fact Tracy M. Krause			
with authority to execute this payment and performa revoked.	e year 2024 , and appointed as attorney-in-fact			
June 19, 2024	A gent Signature			
Date	Agent Signature			

The foregoing Bond has been approved as to form:		
7/8/2024	Michael Haas	
Date	City Attorney	

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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 1st day of November, 2023.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha

SS

On this 1st day of November, 2023, before me personally came Larry Kasten, 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 a 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

SEAL SOUTH DAKOTA

SOUTH DAKOTA

M. Bent

M. Bent, Notary Public

Larry Kasten, Vice President

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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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