

Contract Routing Form

ROUTING: Routine

printed on: 06/24/2022

Contract between: Capitol Underground, Inc.  
and Dept. or Division: Engineering Division  
Name/Phone Number:

Project: Worthington Avenue, Powers Avenue, and Thurber Avenue Sanitary Replacement Assessment District - 2022

Contract No.: 9103  
Enactment No.: RES-22-00424  
Dollar Amount: 965,284.86

File No.: 71514  
Enactment Date: 06/14/2022

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6.24.22	6.24.22
Director of Civil Rights	7.5.22	7-6-22
Risk Manager	7/6/22	7/6/22
Finance Director	7/6/22	7/6/2022
City Attorney	7/6/2022	7/7/22
Mayor	7/7/2022	7/7/22

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

06/24/2022 13:08:55 enjls - Kyle Frank, 266-4098



Legislation Details (With Text)

**File #:** 71514      **Version:** 1      **Name:** Awarding Public Works Contract No. 9103, Worthington Avenue, Powers Avenue, and Thurber Avenue Sanitary Replacement Assessment District - 2022.

**Type:** Resolution      **Status:** Passed

**File created:** 5/12/2022      **In control:** Engineering Division

**On agenda:** 6/7/2022      **Final action:** 6/7/2022

**Enactment date:** 6/14/2022      **Enactment #:** RES-22-00424

**Title:** Awarding Public Works Contract No. 9103, Worthington Avenue, Powers Avenue, and Thurber Avenue Sanitary Replacement Assessment District - 2022. (15th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 9103\_BidOpeningTab.pdf, 2. 9103 contract.pdf

Date	Ver.	Action By	Action	Result
6/7/2022	1	COMMON COUNCIL	Adopt	Pass
5/25/2022	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
5/12/2022	1	Engineering Division	Refer	

**Fiscal Note**

The proposed resolution authorizes awarding the contract for Worthington Avenue, Powers Avenue, and Thurber Avenue Sanitary Replacement Assessment District - 2022 at a total estimated cost of \$1,042,510 including contingency. Funding for the project is available in Munis 13800-83-173. No additional appropriation is required.

**Title**

Awarding Public Works Contract No. 9103, Worthington Avenue, Powers Avenue, and Thurber Avenue Sanitary Replacement Assessment District - 2022. (15th AD)

**Body**

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 9103) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9103  
WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE SANITARY REPLACEMENT  
ASSESSMENT DISTRICT - 2022

CAPITOL UNDERGROUND, INC.

\$ 965,284.86

Acct. No. 13800-83-173: 54445 (91345)  
Contingency 8%±

\$ 965,284.86  
77,225.14

GRAND TOTAL

\$1,042,510.00



[Details](#) [Reports](#)

File #:	71514	Version: 1	Name:	Awarding Public Works Contract No. 9103, Worthington Avenue, Powers Avenue, and Thurber Avenue Sanitary Replacement Assessment District - 2022.
Type:	Resolution		Status:	Passed
File created:	5/12/2022		In control:	Engineering Division
On agenda:	6/7/2022		Final action:	6/7/2022
Enactment date:	6/14/2022		Enactment #:	RES-22-00424

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Sponsors: [BOARD OF PUBLIC WORKS](#)

Attachments: 1. [9103\\_BidOpeningTab.pdf](#), 2. [9103 contract.pdf](#)

[History \(3\)](#) [Text](#)

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See attached document (Contract No. 9103) for itemization of bids.

### Demographics

Company Name: Western Surety Company  
 SBS Company Number: 54219777  
 Domicile Type: Foreign  
 NAIC Group Number: 218 - CNA INS GRP  
 Merger Flag: No

NAIC CoCode: 13188  
 State of Domicile: South Dakota  
 Organization Type: Stock

Short Name:  
 FEIN: 46-0204900  
 Country of Domicile: United States  
 Date of Incorporation: 07/10/1900

### Address

**Business Address**  
 151 N FRANKLIN ST  
 CHICAGO, IL 60606  
 United States

**Mailing Address**  
 151 N FRANKLIN ST  
 CHICAGO, IL 60606  
 United States

**Statutory Home Office Address**  
 101 S REID ST  
 SIOUX FALLS, SD 57103  
 United States

**Main Administrative Office Address**  
 151 N FRANKLIN ST  
 CHICAGO, IL 60606  
 United States

### Phone, Email, Website

**Phone**

Type	Number
Business Primary Phone	(312) 822-5000
Fax Phone	(312) 260-4376

**Email**

No results found.

**Website**

No results found.

### Company Type

Company Type: Property and Casualty  
 Status: Active  
 Effective Date: 05/29/1942  
 Issue Date: 05/29/1942  
 Articles of Incorporation Received: No

Status Reason:  
 Legacy State ID: 111843  
 Approval Date:  
 Article No:

Status Date: 05/29/1942  
 Expiration Date:  
 File Date:  
 COA Number:

### Appointments

Show 10 entries

Showing 1 to 4 of 4 entries

tracy

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TRACY OESTREICH	7500745	7500745	Intermediary (Agent) Individual	Casualty	02/14/2011	02/23/2022	03/15/2023
TRACY CHANG	8400678	8400678	Intermediary (Agent) Individual	Casualty	07/30/2018	02/23/2022	03/15/2023
TRACY LARSON	8724964	8724964	Intermediary (Agent) Individual	Casualty	11/02/2010	02/23/2022	03/15/2023
TRACY KRAUSE	8996012	8996012	Intermediary (Agent) Individual	Casualty	07/31/2020	02/23/2022	03/15/2023

First Previous 1 Next Last

### Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	05/29/1942
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	05/29/1942
Surety Insurance	Surety Insurance	05/29/1942

### Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CT CORPORATION SYSTEM 301 S BEDFORD ST STE 1 MADISON, WI United States County 53703

### Company Merger

No results found.

### Name Change History

Previous Name	New Name	Effective Date
	Western Surety Company	

\$965,284.86  
FILE COPY

BID OF CAPITOL UNDERGROUND, INC.

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE  
SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022

CONTRACT NO. 9103

PROJECT NO. 13800

MUNIS NO. 13800

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JUNE 7, 2022

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE  
SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 9103**

**INDEX**

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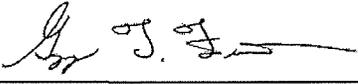
SECTION G: BID BOND ..... G-1

SECTION H: AGREEMENT ..... H-1

SECTION I: PAYMENT AND PERFORMANCE BOND ..... I-1

This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_ for  
Kathy Cryan, Interim Engineering Manager

RFP: KDF

## 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:	WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	9103
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/5/2022
BID SUBMISSION (2:00 P.M.)	5/12/2022
BID OPEN (2:30 P.M.)	5/12/2022
PUBLISHED IN WSJ	4/28/2022 & 5/5/2022

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

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

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

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

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

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

## MINOR DISCREPANCIES

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

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

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

Building Demolition

- 101  Asbestos Removal  
120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022 CONTRACT NO. 9103

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 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, installation of sanitary sewer main and laterals, restoration of terraces, and asphalt pavement patching.

The project limits for the work are on Worthington Ave., from Rethke Ave. to Powers Ave.; on Powers Ave., from Worthington Ave. to Thurber Ave.; and on Thurber Ave., from Powers Ave. to N. Fair Oaks Ave.

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

#### **SECTION 104.4 INCREASED OR DECREASED QUANTITIES**

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

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

It is also expected that certain items of work, especially the asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

The Contractor shall use care around existing trees, plantings, walls, steps, public art, signs, utilities and any other structures or amenities that are indicated on the plans to remain. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. Several trees are noted on plans to follow the "No Root Cutting" procedures as identified in the standard specifications. The Contractor shall not store materials or equipment within in 6 ft. of any existing tree that is to remain.

### **Coordination with Thurber Lift Station Replacement Project**

This project will require close coordination with Speedway Sand & Gravel Inc (from here on known as Speedway), who is the Contractor that the City has hired to rehabilitated the Thurber Lift Station located at the East end of the project limits. The Contractor shall coordinate with Speedway to allow access and material deliveries to the Thurber Lift Station project site. The Contractor shall coordinate with Speedway on the timing and access to connect the proposed sanitary pipe to the Thurber Lift Station as shown on the plan set.

### **Coordination with Utilities**

This project may require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

### **SECTION 107.6 DUST PROOFING**

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

### **SECTION 107.7 MAINTENANCE OF TRAFFIC**

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

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

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Worthington Ave., Powers Ave., and Thurber Ave. may be closed to through traffic at the project limits for the duration of the project.

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

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal

with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

Traffic Control shall be measured as a lump sum. Payment for the Traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining the work zone. Maintaining shall include replacing damaged or stolen traffic control devices.

#### **N. Fair Oaks Avenue**

Fair Oaks Avenue shall remain open to two way traffic for the duration of the project. During weekday morning peak hours (7:00 a.m. to 9:00 a.m.) and afternoon peak hours (3:30 p.m. to 6:00 p.m.) one travel lane in each direction shall be maintained. During all other times, flaggers may be used to maintain both directions of traffic. Traffic lanes shall be hard pavement. Gravel is not acceptable but temporary cold patch asphalt may be used to ensure two way traffic until trench patch type III can be placed.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-616-9098 or [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com) for questions on this spec.

#### **SECTION 108.2 PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit, and has submitted a DNR Sanitary Sewer Submittal.

The Contractor shall be required to submit a "Permit for Utility Construction in the Town of Blooming Grove's Right-of-Way". Permit application form has been included with these special provisions and the Town of Blooming Grove will waive the permit fee.

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

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

#### **SECTION 109.2 PROSECUTION OF THE WORK**

The Contractor may begin work on or after **JULY 5, 2022.** The completion date shall be **SEPTEMBER 2, 2022.**

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. Monday – Saturday unless approved by the Engineer in writing. No work shall be allowed on holidays unless approved by the Engineer.

**SECTION 210.1(c)      STREET SWEEPING**

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

**BID ITEM 20336 – PIPE PLUG**

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

**ARTICLE 500              SEWER AND SEWER STRUCTURES GENERAL**

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

**SANITARY SEWER GENERAL**

This project shall include installing approximately 1,791 feet of new 8", 10", & 15" PVC SDR-35/26 sewer main, and 332 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). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material.

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.

**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 50797 – EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL**

The work under this item shall be in accordance with Article 507 of the Standard Specs. EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be measured as each structure, and not as each joint as described in Article 507. All joints of a structure where external joint seals are called for shall have external joint seals installed in accordance with Article 507.

**BID ITEM 90000 – HEAVY WASTEWATER CONTROL**

**DESCRIPTION**

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 465 gpm bypass being required based on the existing 12" sewer main running at approximately 75% capacity.

**METHOD OF MEASUREMENT**

HEAVY WASTEWATER CONTROL shall be measured by the Lump Sum acceptably completed.

**BASIS OF PAYMENT**

HEAVY WASTEWATER CONTROL measured as described, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

**BID ITEM 90001 – LIFT STATION CONNECTION**

**DESCRIPTION**

Work under this bid shall include connecting the proposed sanitary sewer pipe to the existing Thurber Lift Station through tapping the lift station wall and installing a Link-Seal or Kor-N-Seal boot to create a water tight connection to the existing Thurber Lift Station. Work shall be completed in accordance with Article 507 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

**METHOD OF MEASUREMENT**

LIFT STATION CONNECTION shall be measured by the Lump Sum acceptably completed

**BASIS OF PAYMENT**

LIFT STATION CONNECTION measured as described above, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

# PERMIT FOR UTILITY CONSTRUCTION IN TOWN OF BLOOMING GROVE'S RIGHT-OF-WAY

Project Location \_\_\_\_\_

Today's Date \_\_\_\_\_

Fee: **\$75.00** (fee waived for emergency gas leaks/repairs).

**NOTE: Plans shall be submitted with application.**

<p><b>Select all that apply:</b></p> <p><input type="checkbox"/> Street</p> <p><input type="checkbox"/> Terrace</p> <p><input type="checkbox"/> Sidewalk</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Electric</p> <p><input type="checkbox"/> Phone</p> <p><input type="checkbox"/> Cable</p> <p><input type="checkbox"/> Other _____</p>	<p>Description/Size _____</p> <p>_____</p> <p>Date Started _____</p> <p>Date Completed _____</p> <p><b>NOTE: Call at least 3 days before you dig to Diggers Hotline, toll-free at 1-800-242-8511.</b></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

In consideration of being permitted to make such excavation, I hereby agree that I will faithfully comply with the terms of this permit, including the Special Provisions; that I will comply with all applicable statutes, ordinances, rules, and regulations of the State of Wisconsin and the Town of Blooming Grove; that I will save the Town of Blooming Grove harmless from any and all damages, costs and injuries that may be incurred by my acting upon the permit hereby; that I will at all times keep the place where such excavation is made properly guarded by day and lighted by night; that I will leave the street, sidewalk, alley or asphalt work within the right-of-way performed by a license concrete layer or licensed asphalt paver, as the case may be; that all restoration of the street, sidewalk, alley or terrace affected by my acting upon this permit shall be completed within twenty (20) calendar days of the closing of the excavation; that all such restoration work shall be guaranteed for a period of one (1) year from the date of completion; that if this project requires a detour, I will provide the Town Public Works Supervisor seventy-two (72) hour notice prior to commencement of the work; that I agree this permit may be voided by the Town Public Works Supervisor if the work is not started within a reasonable length of time after the above stated starting date; and that I will comply with Erosion Control and Storm Water Runoff Codes of the County of Dane and of the Town of Blooming Grove.

**SPECIAL PROVISIONS**

1. The contractor shall restore any disturbed areas to preconstruction condition.
2. The contractor shall be responsible for providing traffic control in accordance with the manual "Traffic Controls for Street Construction and Maintenance Operations".
3. **Qualifications of Contractor:** The Town of Blooming Grove may make such investigations as it deems necessary to determine the financial and other ability of the contractor to perform the work, and the contractor shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to disqualify any contractor if the evidence submitted by, or investigation of, such contractor fails to satisfy the Town that such contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. A performance bond or other security may be required to insure the contractor's ability to satisfactorily complete the restoration work.

In the determination of the contractor qualifications, the Town reserves the right to take into account and give the responsible weight to:

- a. the extent of the contractor's experience with work of similar nature;
- b. the probability of the contract being carried to successful completion within the time specified, and by the methods and with the equipment the contractor proposes to use;
- c. the contractor's performance on construction projects of a similar nature within the past three years.

CONTRACTOR \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

The permit application and fee are to be mailed or delivered to Town of Blooming Grove, 1880 S. Stoughton Road Madison WI 53716. Call the Town Office at 608-223-1104 for questions about this form. Questions regarding the work being done should be directed to Blooming Grove Public Works at 608-575-2369.

TOWN APPROVAL \_\_\_\_\_ PERMIT # \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX A**

**SOIL BORING LOCATION MAP  
LOGS OF TEST BORINGS (5)  
LOG OF TEST BORING-GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**



**Legend**

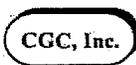
 Denotes Boring Location



Scale: Reduced

**Notes**

1. Soil Borings performed by Badger State Drilling in March 2022
2. Boring locations are approximate

Date: 3/2022	
Job No. C22051-4	

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



## LOG OF TEST BORING

Project Thurber Ave. Area  
 Location Worthington: 135'E of Rethke, 2'S of Centerline  
Bloomington, WI

Boring No. 1  
 Surface Elevation (ft) 852±  
 Job No. C22051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL
					X	3 in. Asphalt Pavement/6 in. Base Course				
1		14	M	17*		FILL: Very Stiff Bluish-Gray Clay with Sand to 3'				
2		12	M	12		Medium Dense Gray Sand Mixed with Soft to Medium Stiff Gray Clay to 5.5'				
3		10	W	16		Stratified Medium Dense, Gray/Dark Gray Sandy SILT and Soft to Medium Stiff Lean CLAY (ML/CL)				
4		16	W	6		Loose to Medium Dense, Brown to Gray Fine to Medium SAND, Some Silt and Gravel, Trace Clay, Scattered Cobbles and Boulders (SM)				
5		18	W	12						
6		3	W	50/3"		End of Boring at 13.8 ft Due to Spoon Refusal on Presumed Boulder/Possible Bedrock				
Backfilled with Bentonite Chips and Asphalt Patch										
*Sample 1 Partially Frozen										

WATER LEVEL OBSERVATIONS			
While Drilling	∇	6.0'	Upon Completion of Drilling _____
Time After Drilling	_____	_____	_____
Depth to Water	_____	_____	∇
Depth to Cave in	_____	_____	10.5'

GENERAL NOTES			
Start	3/10/22	End	3/10/22
Driller	BSD	Chief	MC
Logger	KD	Editor	ESF
Drill Method	2.25" HSA; Autohammer		

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



# LOG OF TEST BORING

Project Thurber Ave. Area  
 Location Worthington: 85'W of Powers, 3'S of Centerline  
Bloomington, WI

Boring No. 2  
 Surface Elevation (ft) 853±  
 Job No. C22051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement/7 in. Base Course					
1	8	M	17*		FILL: Stiff Brown Clay with Sand	(1.75)				
2	16	M	16		Medium Dense, Brown Fine Sand, Trace to Little Silt (SP/SP-SM) (Possible Fill to 4.5')					
3	14	W	26		Stratified Loose to Very Loose, Gray and Dark Brown Silty Fine SAND and Sandy SILT, Trace Clay (SM/ML)					
4	12	W	4							
5	18	W	2		Stratified Very Loose to Loose, Gray/Dark Gray Sandy SILT and Soft to Medium Stiff Lean CLAY (ML/CL)					
6	18	W	5			(0.5)				
7	18	W	23		Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
					End of Boring at 20 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
					*Sample 1 Partially Frozen					

## WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  6.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_ 11'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 14'

## GENERAL NOTES

Start 3/10/22 End 3/10/22  
 Driller BSD Chief MC Rig CME-55  
 Logger KD Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project Thurber Ave. Area  
 Powers: 215'S of Thurber, 3'E of Centerline  
 Location Bloomington, WI

Boring No. 3  
 Surface Elevation (ft) 854±  
 Job No. C22051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement/6 in. Base Course					
1	16	M	8		FILL: Loose Brown Sand with Silt, Gravel and Clay					
2	8	M	6							
3	10	M	7							
4	18	W	3		Stratified Very Loose to Loose, Gray/Dark Gray Sandy SILT and Very Soft Lean CLAY (ML/CL)	(<0.2)				
5	18	W	15							
6	18	W	19		Stratified Medium Dense, Gray and Dark Brown Silty Fine SAND and Sandy SILT, Trace Clay (SM/ML) Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
7	18	W	21							
					End of Boring at 20 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	8.5'	Upon Completion of Drilling		Start	3/10/22	End	3/10/22	
Time After Drilling					Driller	BSD	Chief	MC	Rig CME-55
Depth to Water				8.5' ▼	Logger	KD	Editor	ESF	
Depth to Cave in				9.5'	Drill Method	2.25" HSA; Autohammer			
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>									



# LOG OF TEST BORING

Project Thurber Ave. Area  
Thurber: 180'E of Powers, 4'S of Centerline  
 Location Bloomington Grove, WI

Boring No. 4  
 Surface Elevation (ft) 852±  
 Job No. C22051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					3.5 in. Asphalt Pavement/8 in. Base Course					
1	█	16	M	21*	FILL: Medium Dense Gray to Brown Silty Sand with Gravel and Clay					
2	█	8	M	9	Loose, Dark Gray to Black SILT, Trace Sand (ML - Possible Buried Topsoil)					
3	█	14	M/W	5	Stratified Loose to Medium Dense, Gray/Dark Gray Sandy SILT and Medium Stiff Lean CLAY (ML/CL)	(0.75)				
4	█	18	M/W	13		(0.75)				
5	█	18	W	8	Medium Stiff, Gray Silty CLAY, Trace Gravel (CL-ML)	(0.75)				
6	█	18	W	18	Medium Dense, Brown to Gray Fine to Medium SAND, Some Silt and Gravel, Trace Clay, Scattered Cobbles and Boulders (SM)					
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
					*Sample 1 Partially Frozen					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling ∇ 11.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_ 11' ∇  
 Depth to Cave in \_\_\_\_\_ 11.5'

Start 3/10/22 End 3/10/22  
 Driller BSD Chief MC Rig CME-55  
 Logger KD Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project Thurber Ave. Area  
Thurber: 135'E of Gannon, 4'S of Centerline  
 Location Bloomington Grove, WI

Boring No. 5  
 Surface Elevation (ft) 853±  
 Job No. C22051-4  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE E	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	w	LL	PL
					X	3 in. Asphalt Pavement/6 in. Base Course				
1		16	M	13		FILL: Medium Dense to Very Loose, Brown Silty Sand with Gravel				
2		14	M	10						
3		10	M	6						
4		8	W	4						
5		8	W	8						
6		18	W	10						
						Loose to Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)				
						End of Boring at 15 ft				
						Backfilled with Bentonite Chips and Asphalt Patch				

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  8.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_ 10'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 10.5'

Start 3/10/22 End 3/10/22  
 Driller BSD Chief MC Rig CME-55  
 Logger KD Editor ESF  
 Drill Method 2.25" HSA; Autohammer

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



Department of Public Works  
**Engineering Division**  
 Kathy Cryan, Interim Engineering Manager

City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
 Gregory T. Fries, P.E.  
**Principal Architect 2**  
 Bryan Cooper, AIA  
**Principal Engineer 2**  
 John S. Fahrney, P.E.  
 Chris Petykowski, P.E.  
 Janet Schmidt, P.E.  
**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 James M. Wolfe, P.E.  
**Financial Manager**  
 Steven B. Danner-Rivers

May 9, 2022

NOTICE OF ADDENDUM  
 ADDENDUM NO. 1  
 CONTRACT NO. 9103

WORTHINGTON AVE, POWERS AVE, & THURBER AVE SANITARY REPLACEMENT  
 ASSESSMENT DISTRICT - 2022

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

**SPECIFICATIONS:**

**SECTION 109.2 PROSECUTION OF WORK**

The Contractor may begin work on or after **JULY 5, 2022.** The completion date shall be **SEPTEMBER 20, 2022.**

**ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL**

Both bid items "Utility Trench Patch Type III" and "Utility Trench Patch Type IV" are included with this contract. It is the intended for the Contractor to initially patch the trench area with Type IV to make the street traversable for local traffic prior to placing of the final Type III patch.

**PROPOSAL:**

**ITEMS:**

Action	Bid Item	Description
MODIFY DESCRIPTION	50304	15" PVC SEWER PIPE (SDR-35 & SDR-26)

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

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

<http://www.bidexpress.com>

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

Sincerely,

*EN- Greg Fries* for KC

---

Kathy Cryan  
Interim Engineering Manager

RFP:kdf

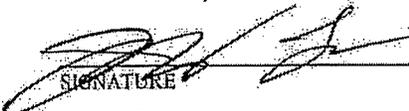
**SECTION E: BIDDERS ACKNOWLEDGEMENT**

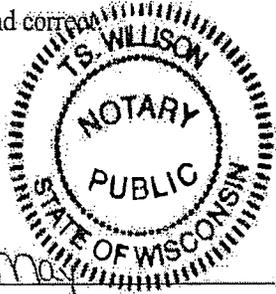
**WORTHINGTON AVE., POWERS AVE., & THURBER AVE. SANITARY  
REPLACEMENT DISTRICT – 2022**

**CONTRACT NO. 9103**

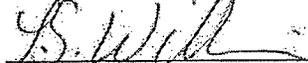
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of CAPITOL UNDERGROUND INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_ of the City of SUN PRAIRIE State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

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



Sworn and subscribed to before me this 12th day of May, 2022.

  
 \_\_\_\_\_  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 06/06/24  
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 9103 – Capitol Underground, Inc.

Section F-BVC.doc (45.5 KB)

Best Value Contracting. Submit this document by hand or complete the Bid Express BVC fillable form with bid.

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

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

Best Value Contracting

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

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

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

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O.

33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

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

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

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

**CONTRACT NO. 9103  
WORTHINGTON AVE., POWERS AVE., & THURBER AVE. SANITARY  
REPLACEMENT ASSESSMENT DISTRICT - 2022**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

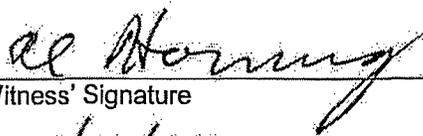
Prime Bidder Information

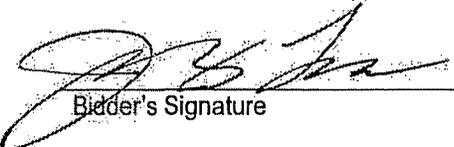
Company:	Capitol Underground, Inc.
Address:	782 Lois Dr., Sun Prairie, WI 53590
Telephone Number:	608-318-1595
Fax Number:	608-318-1589
Contact Person/Title:	Jim Lee/P.M.

Prime Bidder Certification

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

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

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

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

5/12/22  
\_\_\_\_\_  
Date



**WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE SANITARY REPLACEMENT  
ASSESSMENT DISTRICT - 2022**

CONTRACT NO. 9103

DATE: 5/12/22

**Capitol Underground, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10704 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$10,932.75	\$10,932.75
10914 - MOBILIZATION FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$139,314.70	\$139,314.70
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	7.00	\$991.87	\$6,943.09
20336 - PIPE PLUG - EACH	23.00	\$825.50	\$18,986.50
21013 - STREET SWEEPING - LUMP SUM	1.00	\$4,356.45	\$4,356.45
21032 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	8.00	\$120.00	\$960.00
21033 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	12.00	\$30.00	\$360.00
21034 - INLET PROTECTION, TYPE C - REMOVE - EACH	8.00	\$48.00	\$384.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE & INSTALL - EACH	7.00	\$252.00	\$1,764.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	12.00	\$30.00	\$360.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	7.00	\$48.00	\$336.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	27.00	\$274.79	\$7,419.33
40218 - TACK COAT - GAL	13.00	\$3.15	\$40.95
40301 - FULL WIDTH GRINDING - S.Y.	215.00	\$26.25	\$5,643.75
50202 - DEWATERING TYPE II - LUMP SUM	1.00	\$0.01	\$0.01
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	2123.00	\$0.01	\$21.23
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	2070.00	\$31.90	\$66,033.00
50227 - UTILITY TRENCH PATCH TYPE IV - T.F.	2070.00	\$17.03	\$35,252.10
50301 - 8" PVC SEWER PIPE (SDR 35 & SDR-26) - L.F.	50.00	\$132.55	\$6,627.50
50303 - 12" PVC SEWER PIPE (SDR 35 & SDR-26) - L.F.	82.00	\$366.95	\$30,089.90
50304 - 15" PVC SEWER PIPE (SDR 35 & SDR-26) - L.F.	1659.00	\$211.18	\$350,347.62
50354 - SANITARY SEWER LATERAL - RESURFACING - L.F.	332.00	\$83.29	\$27,652.28
50356 - RECONNECT SANITARY SEWER LATERAL - EACH	23.00	\$2,941.60	\$67,656.80
50395 - COMPRESSION COUPLING - EACH	2.00	\$1,481.62	\$2,963.24
50701 - 4' DIA SAS - EACH	9.00	\$7,962.26	\$71,660.34
50390 - SEWER ELECTRONIC MARKERS - EACH	46.00	\$30.00	\$1,380.00
50771 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$483.69	\$1,934.76
50781 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	20.24	\$1,160.61	\$23,490.75
50791 - SANITARY SEWER TAP - EACH	11.00	\$2,062.89	\$22,691.79
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	9.00	\$1,159.21	\$10,432.89
90000 - HEAVY WASTEWATER CONTROL - LUMP SUM	1.00	\$40,169.75	\$40,169.75
90001 - LIFT STATION CONNECTION - LUMP SUM	1.00	\$9,079.38	\$9,079.38
32 Items	Totals		\$965,284.86



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

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

**Deputy Division Manager**  
 Kathleen M. Cryan

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

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

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

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

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

**BIENNIAL BID BOND**

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of 2/1/2022 through 2/1/2024.

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

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

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

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



## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) 2/1/2022 - 2/1/2024
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

2/1/22  
\_\_\_\_\_  
DATE

# Western Surety Company

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

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

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

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

**- In Unlimited Amounts -**

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

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

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



WESTERN SURETY COMPANY

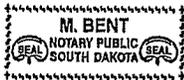
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of February, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## SECTION H: AGREEMENT

THIS AGREEMENT made this 15<sup>th</sup> day of June in the year Two Thousand and Twenty-Two between CAPITOL UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 7, 2022, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### **WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022 CONTRACT NO. 9103**

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of NINE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED EIGHTY-FOUR AND 86/100 (\$965,284.86) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

**WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE  
SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 9103**

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

Countersigned:

B. Wilk 06/08/22  
Witness Date  
B. Wilk 06/08/2022  
Witness Date

CAPITOL UNDERGROUND, INC.  
Company Name  
Gordon J. Marauder  
President Date  
[Signature]  
Secretary THURBER Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Christie K. For 7/6/22  
Finance Director Date  
Don Fawcett 7/7/22  
Witness Date  
[Signature] 6-24-22  
Witness Date

Michael Hays 7/7/22  
City Attorney Date  
[Signature] 7/7/22  
Mayor Date  
Shelby Perrin for 6/24/22  
City Clerk Date  
Maribeth Witzel-Behr

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **CAPITOL UNDERGROUND, INC.** as principal, and Western Surety Company Company of South Dakota as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **NINE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED EIGHTY-FOUR AND 86/100 (\$965,284.86)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

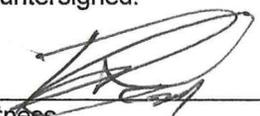
The condition of this Bond is such that if the above bounden shall on his/her part fully and faithfully perform all of the terms of the Contract entered into between him/herself and the City of Madison for the construction of:

**WORTHINGTON AVENUE, POWERS AVENUE, AND THURBER AVENUE  
SANITARY REPLACEMENT ASSESSMENT DISTRICT - 2022  
CONTRACT NO. 9103**

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

Signed and sealed this 15th day of June 2022

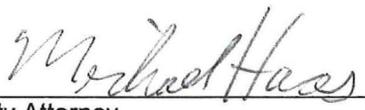
Countersigned:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Secretary

**CAPITOL UNDERGROUND, INC.**  
Company Name (Principal)  
  
\_\_\_\_\_  
President Seal

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Western Surety Company  
Surety Seal  
 Salary Employee     Commission  
By   
\_\_\_\_\_  
Attorney-in-Fact Tracy M. Krause

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8996012 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 15, 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agent Signature Tracy M. Krause

# Western Surety Company

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

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

**Travis J Schreiber, Tracy M Krause, 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

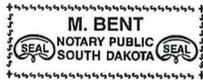
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of June, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary