

\$2,910,742.16

BID OF CAPITOL UNDERGROUND, INC.

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RUTLEDGE STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO. 8742

MUNIS NO. 14076

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON AUGUST 6, 2024

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

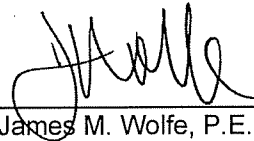
**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8742**

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This Proposal, and Agreement have  
been prepared by:

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



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

JMW: ng

# 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:	RUTLEDGE STREET ASSESSMENT DISTRICT - 2024
CONTRACT NO.:	8742
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	7/2/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/11/2024
BID SUBMISSION (2:00 P.M.)	7/18/2024
BID OPEN (2:30 P.M.)	7/18/2024
PUBLISHED IN WSJ	7/5 & 7/11/2024

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving  
 205  Blasting  
 210  Boring/Pipe Jacking  
 215  Concrete Paving  
 220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
 221  Concrete Bases and Other Concrete Work  
 222  Concrete Removal  
 225  Dredging  
 230  Fencing  
 235  Fiber Optic Cable/Conduit Installation  
 240  Grading and Earthwork  
 241  Horizontal Saw Cutting of Sidewalk  
 242  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 <https://www.cityofmadison.com/civil-rights/contract-compliance>.

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

### RUTLEDGE STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8742

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

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

#### **SECTION 102.11: BEST VALUE CONTRACTING**

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$75,500 for a single trade contract; or equal to or greater than \$369,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104 SCOPE OF WORK**

The work under this contract shall include, but is not limited to, tree removal, replacement of sanitary sewer main, sanitary laterals, water main, and storm sewer main and storm sewer structures, excavation, base preparation, curb and gutter, rain gardens, driveway aprons, sidewalk spot replacement, asphalt pavement, pavement marking and signing.

The reconstruction project limits for the work on Rutledge Street are between Riverside Drive and Division Street/ Lakeland Avenue. The project is approximately 1,575 ft in length. The Contractor shall view the site prior to bidding to become familiar with 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.

The resurfacing project limits for the work on Division Street are Rutledge Street/ Lakeland Avenue and Jenifer Street/ Oakridge Avenue. The project is approximately 200 ft in length. The Contractor shall view the site prior to bidding to become familiar with 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.

The spot replacement project limits for the work on Yahara Place are at the intersection of Russell Street and the bend at 2034 Yahara Place. The Contractor shall view the site prior to bidding to become familiar with 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 105.12 COOPERATION BY THE CONTRACTOR**

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

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

#### **Existing Items to Remain**

The Contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be

removed, shall be cut without the approval of the Construction Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

### **Coordination with Utilities**

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

AT&T (overhead), Charter Communications (overhead & underground), MG&E Gas (underground), and MG&E Electric (overhead & underground) have facilities within the project limits.

AT&T has overhead lines (fiber and copper) within the project limits. Conflicts are not anticipated. The Contractor shall contact Matt Vachalik, [MV5616@att.com](mailto:MV5616@att.com) to coordinate the work.

Charter Communications has underground facilities within the project limits that may need to be relocated. An anticipated conflict is with the underground fiber optic and the placement of a rain garden located at STA 18+50.00 RT at 1829 Rutledge Street. Overhead lines are attached to MG&E utility poles that may need to be relocated during construction if MG&E poles are relocated. The Contractor shall contact Sean Potter, [Sean.Potter@charter.com](mailto:Sean.Potter@charter.com) to coordinate the work.

MG&E gas is planning to replace main gas and laterals facilities within the project reconstruction limits, and most of the work is planned to be completed ahead of construction under this contract. MG&E is planning to replace all of the existing gas main with 2" PE gas main via a directional drill under the existing sidewalk within the project limits as well as install a new 2" PE gas main along the south side of the street under the sidewalk within the project limits. The work is planned to be constructed by Meade Construction Company. The Contractor shall contact Holly Powell, [HPowell@mge.com](mailto:HPowell@mge.com) to coordinate the work that may be required under this contract.

MG&E Electric has overhead & underground facilities within the project limits that may need to be relocated. Excavation near several poles will likely require coordination with MG&E to hold their poles; this primarily applies to the poles at STA 13+20.27 RT, STA 13+53.53 LT, and STA 20+68.77 RT. The contractor shall either install shoring or supply a piece of equipment to hold the pole in place while excavating in the adjacent area. MG&E shall provide assistance and direction on how to secure the MG&E pole to a piece of contractor equipment at no cost to the Contractor, but the Contractor shall be responsible for supplying the suitable piece of equipment per MG&E's requirements. MG&E requires a one (1) week notification prior to excavation to coordinate the attachment of equipment for the pole hold if that is the contractor method of ensuring the pole will not move as a result of the adjacent excavation. The payment for the Contractor to hold the poles is incidental under this contract. Anticipated conflict with a pole needed for relocation at STA 70+55.00 LT – 625 Walton Place, this work will be completed during construction. The Contractor shall contact Tony Sanfratello, [asanfratello@mge.com](mailto:asanfratello@mge.com) to coordinate any relocation work.

### **Special Events:**

Marquette Waterfront Festival – closes and occupies Yahara Place Park (Address: 2025 Yahara Place). No work shall be allowed on Rutledge Street or Yahara Place the weekend of June 2025. The Contractor shall contact Lance Lattimer, [lance.lattimer@gmail.com](mailto:lance.lattimer@gmail.com) to determine the exact date of the festival and coordinate the work. During this event, the Contractor shall organize the site, properly store all equipment and materials, backfill any excavations, sweep, and grade the site to safely allow local access on Rutledge Street during this event. All sidewalk areas and ramps shall be backfilled and evenly graded, and sidewalk on one side must remain open, in accordance with the Traffic Control specifications.

Loop the Lake – the bike event utilizes Yahara Place. No work shall be allowed on Yahara Place during the event in June 2025. The Contractor shall contact [info@cleanlakesalliance.org](mailto:info@cleanlakesalliance.org) to determine the exact

date of the event in 2025. During the event, the Contractor shall have Yahara Place open for vehicle and bicycle traffic. All areas along Yahara Place under construction within the scope of the project shall be concrete or asphalt pavement.

#### **SECTION 107.1      PUBLIC CONVENIENCE AND SAFETY**

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

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

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

#### **SECTION 107.2      PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

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

#### **SECTION 107.6      DUST PROOFING**

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

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

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

Contractor shall fabricate and install a 4' x 6' sign on a type III barricade at either end of Rutledge St at the start of the project. The sign shall have the street name and basic project information shown in the plans on detail sheet D-2.

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

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

Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

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

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

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, reopening the road to through traffic for bus routing, and any change to bus stops. Madison Metro contact is [MetroNotice@cityofmadison.com](mailto:MetroNotice@cityofmadison.com).

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours. Backfill, plate, or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 608-266-4681, one day prior to the placement of the plates.

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for

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

Contractor shall place portable changeable message boards at least one (1) week in advance of the start of work on Rutledge Street, notifying the public of the start of construction. Message boards shall read:

"RUTLEDGE  
WORK  
BEGINS  
Day of Week  
Month/Date"

Rutledge Street (Riverside Drive to Division Street/ Lakeland Avenue) and Division Street (Rutledge Street/ Lakeland Avenue to Jenifer Street/ Oakridge Avenue) shall be closed to through traffic at the project limits for the duration of the project with access to local driveways being maintained at all times from at least one end of each block except during closures to facilitate utility installation, concrete work, and asphalt paving. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents in accordance with the Standard Specifications before any work is done that would obstruct their driveways. Contractor shall not fully close two adjacent intersections simultaneously. Maintain local traffic across intersections except when active work is taking place.

Riverside Drive shall be open to thru traffic at all times.

Two-way traffic shall be maintained on Yahara Place at all times. When work is occurring on Yahara Place, a flagger shall be used to maintain two-way traffic. After work begins on Yahara Place, the work shall be plated overnight and when work is not occurring on Yahara Place until the area has been paved. Work on Yahara Place may only take place while Rutledge Street is fully open to traffic on a paved surface. Work on Yahara Pl. may not occur during the weekend of the Waterfront Festival.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-266-6585 or [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com) for questions on this spec.

#### **BID ITEM 10770 – MAINTAIN RESIDENTIAL DRIVEWAY ACCESS**

The Contractor shall maintain access to 1805 Rutledge Street, Helen Sarakinos, [hsarakinos@gmail.com](mailto:hsarakinos@gmail.com), 1845 Rutledge Street, Lynette Claire Penewell, [lpnewell@yahoo.com](mailto:lpnewell@yahoo.com), 1825 Rutledge Street, Mary Knapp, [mknapp@uwalumni.com](mailto:mknapp@uwalumni.com), and 2021 Rutledge Street, David Watts, [dave.watts@wisc.edu](mailto:dave.watts@wisc.edu), at all times and for the duration of the project. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

#### **BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER (UNDISTRIBUTED)**

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

#### **BID ITEM 10802 – ROOT CUTTING – SIDEWALK (UNDISTRIBUTED)**

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



## **SECTION 108.2      PERMITS**

The City of Madison 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 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 WORK**

Work under this contract may begin as early as April 1, 2025. Once work begins, all work under this contract shall be completed within **ONE HUNDRED TWENTY (120) CALENDAR DAYS**.

Work shall begin only after the start work letter is received and after the contract is fully executed and all permits are received. If the Contractor wishes to start work prior to this date, the Contractor shall notify the City Engineer in writing a minimum of three (3) weeks in advance of the preferred start date to determine if it is acceptable.

### **BID ITEM 20219 – BREAKER RUN**

It is assumed 25% of Rutledge Street (Riverside Drive to Division Street/Lakeland Avenue) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) or Reinforcement Fabric in the undercut areas, as directed by the Engineer, which will be paid under the appropriate bid item(s).

### **BID ITEM 20336 – PIPE PLUG**

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

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

### **BID ITEM 21110 – TERRACE RAINGARDEN**

Work under this bid item shall include all work, labor, and incidentals required to construct terrace raingardens meeting the sizes, locations, specifications, and details drawings shown on the plans and in accordance with Article 211 of the latest edition of the City of Madison Standard Specifications for Public Works Construction. The Contractor shall note that the dimensions of the terrace raingardens for this project are for 12' Terrace Rain Gardens. All measurements identified in SSD drawings aside from the width of the terrace raingarden are applicable and incidental to this bid item.

**SECTION 210.1(d)     STREET SWEEPING**

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

**BID ITEM 40301 – FULL WIDTH GRINDING**

The contract quantity shall be used on Division Street.

**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 1,448 feet of new 8" & 10" PVC SDR-35 and C900 sewer main and approximately 1706 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.

## **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 1603 feet of new storm sewer main of various sizes ranging from 12" to 30" equivalent circular diameter.

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

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

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

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

### **SECTION 502.2(b) ADDITIONAL EXCAVATION, INCLUDING UNDERCUT**

Any work involved in forming a satisfactory foundation at depths of one-half (1/2) foot or less below the bottom of the pipe will be considered as incidental. Additional excavation, including undercut beyond one-half (1/2) foot, shall be measured in the field and the volume in cubic yards shall be computed from those measurements and paid for as extra work. The maximum width of the additional excavation or undercut, shall be the outside dimension of the pipe or structure plus two (2) feet plus the amount necessary for sheeting and bracing.

The contract price shall include excavation; installation and removal of sheeting and bracing; removal of water from the excavation; disposal of surplus material from the excavation; and **furnishing, placing and compacting the breaker run material required to replace the materials excavated.**

### **BID ITEM 50390 – SEWER ELECTRONIC MARKERS**

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

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

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

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

**SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The water designer for this project is:

- Nathan Mendez  
608.266.4467  
nmendez@madisonwater.org

This project consists of water main improvements on Rutledge St, from Riverside Drive to Russell St (North). Once the new systems have passed testing, reconnect the existing water service laterals to the new water mains.

The existing water main infrastructure in this area consists of 10, 8, and 6-inch sand cast iron pipe from the 1910's. A general outline of the work is as follows:

- Furnish and install new 12, 10, 8, and 6-inch ductile iron water main and fittings as shown on the plans.
- Reconnect existing services as shown on the plans.
- Abandon the existing water main with a series of "cut-in" and "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main, and curb boxes on any abandoned services.
- Adjust valve boxes, hydrants, and curb boxes to appropriate grades.
- Test and flush the new water main.

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

**SECTION 703 CONSTRUCTION METHODS**

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

**WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:**

- WN1            Replace the existing lead service with a new copper service.
- WN2            Extend and reconnect the existing copper service to the new water main.
- WN3            Existing service to be abandoned when water main is cut-off.
- WN4            Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
- WN5            Relocate the existing fire hydrant.
- WN6            Abandon water valve access structure.
- WN7            Furnish and install the new top section for the water access structure.
- WN8            Abandon the valve box.
- WN9            Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
- WN10           Remove and salvage existing hydrant.
- WN11           Replace the existing copper service with a new copper service.

WN20+

See Water Impact Plan for connection point isolation and water shut-off notification information.

## **BID ITEM 90001 – TEMPORARY CROSSWALK ACCESS**

### **DESCRIPTION**

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the Contractor selected location of the temporary crosswalk, installation of a temporary ramp shall be required to meet ADA guidelines and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

Any temporary crossings servicing Walter Place across Rutledge Street and Russell Street (toward Yahara Place) across Rutledge Street shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations.

### **MATERIALS**

Furnish a hard temporary surface material consisting of hot mix asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material, cold patch, and rubber matting is not acceptable.

### **CONSTRUCTION**

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access shall require removing and relaying the material in the same location.

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

### **METHOD OF MEASUREMENT**

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

### **BASIS OF PAYMENT**

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

**BID ITEM 90002 – PAVEMENT MARKING EPOXY, SPEED HUMP ARROW (6' x 6')**

**DESCRIPTION**

Work under this item shall include the furnishing and application of speed hump arrow epoxy markings as shown on the plans. The pavement markings shall conform to all aspects of the current edition of the Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 & Section 647 as they pertain to the bid items within this section, except for the measurement of items described in the following section, shall apply.

**METHOD OF MEASUREMENT**

Shall be measured by Each 6 foot x 6 foot pavement marking, acceptably installed, as shown on the plan.

**BASIS OF PAYMENT**

Pavement marking, as measured above, will be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

**BID ITEM 90003– PROJECT INFORMATION SIGN (4' x 6')**

**DESCRIPTION**

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

**METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

Project Information Sign, as measured above, will be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

**BID ITEM 90004 – SIDEWALK CURB**

**DESCRIPTION**

This bid item includes all work, materials, labor, forming, equipment and incidentals necessary to install Sidewalk Curb as directed in the field by the Construction Engineer. All work under this bid item shall be in accordance with Article 302 of the City of Madison Standard Specifications and supplemented as follows.

The sidewalk curb is to be installed, as directed by the Construction Engineer, at the back of walk in locations where the sidewalk is lowered. The maximum height of the sidewalk curb above the top of the back of sidewalk shall be 6", and the curb shall then be tapered back as necessary to match the existing grade of the sidewalk once the grade allows. The Sidewalk Curb shall be 6" wide and shall be poured monolithic with the adjacent sidewalk.

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

**METHOD OF MEASUREMENT**

Sidewalk Curb shall be measured by linear foot acceptably installed.

**BASIS OF PAYMENT**

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



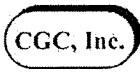
**Legend**

◆ Denotes Boring Location

**Notes**

1. Soil borings performed by America's Drilling Co. in December 2022
2. Boring locations are approximate

Scale: Reduced

Job No. C22051-17		<b>SOIL BORING LOCATION MAP</b> Rutledge Street Madison, Wisconsin
Date: 12/2022		





# LOG OF TEST BORING

Project Rutledge Street  
80'SW of Division, 10'NW of Centerline  
 Location Madison, Wisconsin

Boring No. B-1  
 Surface Elevation (ft) 851±  
 Job No. C22051-17  
 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.	REMARKS (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LOI
				0	X	3.5 in. Asphalt Pavement/7 in. Concrete Pavement				
1	18	M	29*	29*	[Pattern]	FILL: Medium Dense Brown and Light Brown Sand with Variable Silt and Gravel Content				
2	16	M	4	4	[Pattern]	Loose to Very Loose, Dark Brown to Black Organic Fine SAND, Some Silt (SM)				
3	18	W	20	20	[Pattern]	Medium Dense, Light Brown/Light Gray Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
4	18	W	12	12	[Pattern]					
5	16	W	15	15	[Pattern]					
End of Boring at 15 ft										
Backfilled with Bentonite Chips and Asphalt Patch										
*Sample 1 Partially Frozen										

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  6.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_ 4.5'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 5'

Start 12/30/22 End 12/30/22  
 Driller ADC Chief KD Rig CME-55  
 Logger CR Editor ESF  
 Drill Method 2-1/4" HSA; Autohammer

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



# LOG OF TEST BORING

Project Rutledge Street  
65'SW of Russell, 10'NW of Centerline  
 Location Madison, Wisconsin

Boring No. **B-2**  
 Surface Elevation (ft) 850±  
 Job No. C22051-17  
 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.	REMARKS Rec (in.)	Moist	N	Depth (ft)		q <sub>u</sub> (qa) (tsf)	W	LL	PL	LOI
				0	X	3.5 in. Asphalt Pavement/8 in. Concrete Pavement				
1	16	M	14	14	X	FILL: Medium Dense Brown and Light Brown Sand with Variable Silt and Gravel Content				
2	18	M	4	4	▽	Loose to Very Loose, Brown Fine SAND, Trace Silt (SP - Possible Fill)				
3	16	W	4	4	▽	Very Loose to Medium Dense, Light Brown/Light Gray Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
4	14	W	19	19						
5	18	W	10	10						
				15		End of Boring at 15 ft				
				15		Backfilled with Bentonite Chips and Asphalt Patch				
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>▽ 6.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ <u>3.5'</u> <u>▽</u> Depth to Cave in _____ <u>4'</u>	Start <u>12/30/22</u> End <u>12/30/22</u> Driller <u>ADC</u> Chief <u>KD</u> Rig <u>CME-55</u> Logger <u>CR</u> Editor <u>ESF</u> Drill Method <u>2-1/4" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Rutledge Street  
 Location 340'NE of Walton, 10'NW of Centerline  
Madison, Wisconsin

Boring No. **B-3**  
 Surface Elevation (ft) 850±  
 Job No. C22051-17  
 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	LOI
					X	3.5 in. Asphalt Pavement/6 in. Concrete Pavement				
1	16	M	19*		█	FILL: Medium Dense to Loose Brown and Light Brown Sand with Variable Silt and Gravel Content				
2	16	M	10		█					
3	16	W	8		█	Loose, Gray Fine to Medium SAND, Trace to Little Silt, Shells and Organics (SP/SP-SM)				
4	16	W	27		█	Medium Dense to Loose, Light Brown/Light Gray Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
5	14	W	10		█					
				15		End of Boring at 15 ft				
						Backfilled with Bentonite Chips and Asphalt Patch				
						*Sample 1 Partially Frozen				

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling ∇ 6.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_ 5' ∇  
 Depth to Cave in \_\_\_\_\_ 5.5'

Start 12/30/22 End 12/30/22  
 Driller ADC Chief KD Rig CME-55  
 Logger CR Editor ESF  
 Drill Method 2-1/4" HSA; Autohammer

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



# LOG OF TEST BORING

Project Rutledge Street  
50'SW of Clemons, 10'NW of Centerline  
 Location Madison, Wisconsin

Boring No. **B-4**  
 Surface Elevation (ft) 850±  
 Job No. C22051-17  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	3.5 in. Asphalt Pavement/6.5 in. Concrete Pavement FILL: Medium Dense to Loose Brown and Light Brown Sand with Variable Silt and Gravel Content				
1		18	M	25*						
					10	Medium Dense to Loose, Gray Fine to Medium SAND, Trace to Little Silt, Shells and Organics (SP/SP-SM)				
2		16	M	7						
					15	Some Fine to Coarse Seams and Lenses Noted Near 14 ft End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch *Sample 1 Partially Frozen				
3		16	W	11						
					20					
4		16	W	5						
					25					
5		16	W	10						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  6.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_ 5'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 6'

Start 12/30/22 End 12/30/22  
 Driller ADC Chief KD Rig CME-55  
 Logger CR Editor ESF  
 Drill Method 2-1/4" HSA; Autohammer

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



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

**Assistant City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.  
**Principal Engineer 1**  
Mark D. Moder, P.E.  
Fadi El Musa Gonzalez, P.E.  
Andrew J. Zwiag, P.E.  
**Financial Manager**  
Steven B. Danner-Rivers

July 2, 2024

**NOTICE OF ADDENDUM  
ADDENDUM 1  
CONTRACT NO. 8742  
RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

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

**CHANGES TO CONTRACT:**

1. Page A-1 SBE Pre-Bid Meeting will be held on Monday July 8, at 2pm

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

JMW:ng

# 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:	RUTLEDGE STREET ASSESSMENT DISTRICT - 2024
CONTRACT NO.:	8742
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	7/8/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	7/11/2024
BID SUBMISSION (2:00 P.M.)	7/18/2024
BID OPEN (2:30 P.M.)	7/18/2024
PUBLISHED IN WSJ	7/5 & 7/11/2024

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2024 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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



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

July 9, 2024

**Assistant City Engineer**  
 Bryan Cooper, AIA  
 Gregory T. Fries, P.E.  
 Chris Petykowski, P.E.

**Deputy Division Manager**  
 Kathleen M. Cryan

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

**Principal Engineer 1**  
 Mark D. Moder, P.E.  
 Fadi El Musa Gonzalez, P.E.  
 Andrew J. Zwiag, P.E.

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

**NOTICE OF ADDENDUM  
 ADDENDUM 2  
 CONTRACT NO. 8742  
 RUTLEDGE STREET ASSESSMENT DISTRICT – 2024**

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

**SPECIAL PROVISIONS:**

ADD TO RUTLEDGE AND DIVISION TRAFFIC CONTROL PARAGRAPH (SECOND TO LAST) IN SECTION 107.7 MAINTENANCE OF TRAFFIC WITH THE FOLLIWING:

The Contractor may not use on-street parking or loading zones outside the project’s limits around the intersection of Jenifer Street and Division Street to park vehicles, equipment or to store materials.

ADD THE FOLLOWING BID ITEM SPECIFICATION BEFORE BID ITEM 10770:

**BID ITEM 10725 – ALTERNATE BUSINESS ACCESS SIGN**

The contract quantity to be used to provide additional wayfinding for business(es) at the intersection of Jenifer Street and Division Street. The Contractor shall contact Joseph or David McKenzie, [jenniferstmarket@gmail.com](mailto:jenniferstmarket@gmail.com) or 608-244-6646 to determine the placement of the signs.

**PROPOSAL:**

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

Action	Bid Item	Description
ADD	10725	ALTERNATE BUSINESS ACCESS SIGN
REVISE	21110	TERRACE RAINGARDEN

**PLANS:**

Title Sheet: Updated *Index of Sheets* with new rain garden sheet.

D-4: Visual change due to geometric changes.

GI-2: Add new rain garden sheet.

PD-2: Curb ramps geometrics are updated on the intersection of Walton Place and Rutledge Street. New concrete flume and note for raingarden. Terrace excavation site for tree planting was updated at STA 16+06.23.

All P sheets except P-3: Visual change due to geometric changes. New concrete flume. Terrace excavation site for tree planting was updated at STA 16+06.23

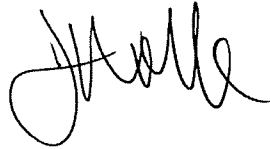
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder’s Acknowledgement on Bid Express

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,

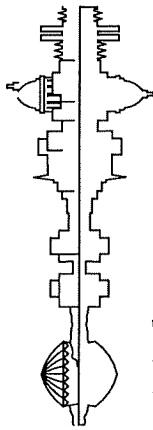
A handwritten signature in black ink, appearing to read 'J Wolfe', written in a cursive style.

---

James M. Wolfe, P.E.  
City Engineer

JMW:ngv





Madison, Wisconsin

# CITY OF MADISON CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS PLAN OF PROPOSED IMPROVEMENT

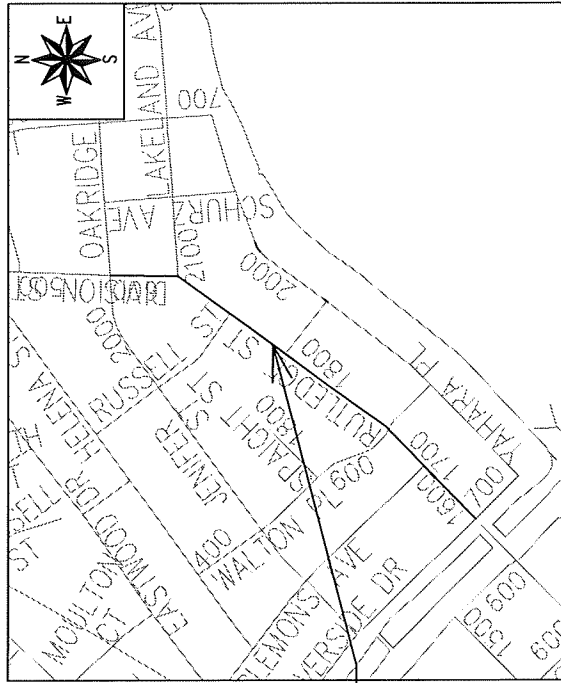
## INDEX OF SHEETS

SHEET NO. D1	TYPICAL SECTIONS
SHEET NO. D2	SIGN DETAIL
SHEET NO. D3	TERRACE EXCAVATION FOR TREE PLANTING
SHEET NO. D4	INTERSECTION GRADES
SHEET NO. D5	YAHARA PL SANITARY
SHEET NO. G1-G2	RUTLEDGE STREET CROSS SECTION CONTROL PLAN
SHEET NO. W0-W10	GREEN INFRASTRUCTURE STREET PLAN DETAILS
SHEET NO. P1-P3	STREET PLAN & PROFILES
SHEET NO. U1-U4	RUTLEDGE STREET UTILITY PLAN & PROFILE
SHEET NO. U5	SANITARY SEWER SCHEDULE
SHEET NO. U6-U8	STORM SEWER SCHEDULE
SHEET NO. W1-W8	WATER PLAN AND PROFILE
SHEET NO. W9-W10	WATER IMPACT PLAN
SHEET NO. W11	WATER ESTIMATE OF MATERIALS
SHEET NO. PM1-PM4	PAVEMENT MARKING
SHEET NO. XI-XI1	CROSS SECTIONS

ADDENDUM 2 - 07/09/2024  
REVISED THE FOLLOWING:  
TITLE SHEET  
SHEET D-4  
ADDED SHEET G1-2  
SHEET PD-2  
P SHEETS

## RUTLEDGE STREET ASSESSMENT DISTRICT - 2024

CITY PROJECT NO. 14076  
CONTRACT NO. 8742



## PROJECT LOCATION

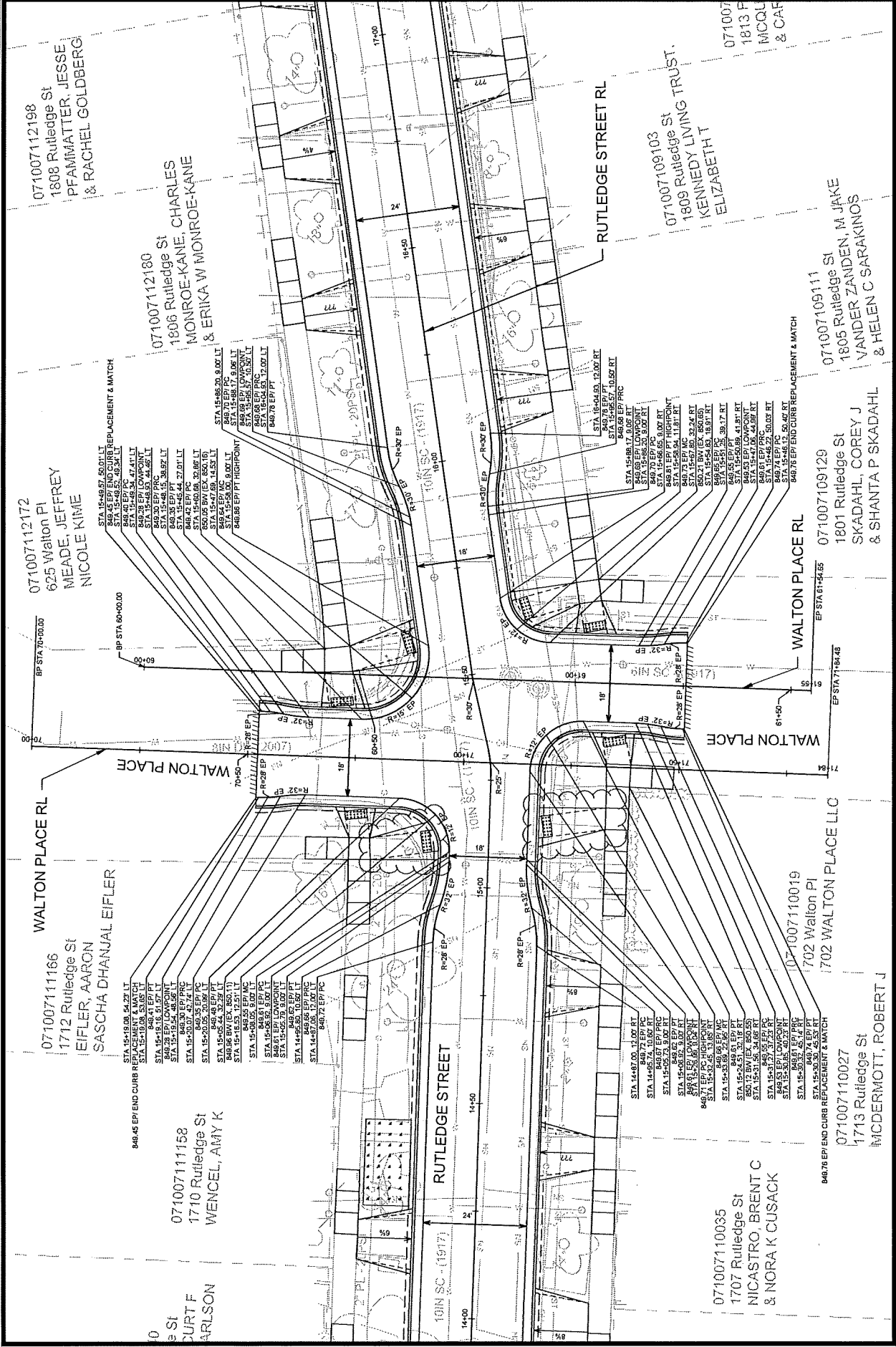
CONVENTIONAL SIGNS	
FIELD VERIFY ALL UTILITY LOCATIONS	
GAS	— G —
STORM SEWER	— ST —
SANITARY SEWER	— SN —
WATER	— W —
BURIED ELECTRIC	— E —
OVERHEAD ELECTRIC	— OH —
POWER POLE	— □ —
ADA COMPLIANT RAMP W/	— [Symbol] —
DETECTABLE WARNING FIELD	— [Symbol] —
COMBUSTIBLE FLUIDS	— [Symbol] —

- NOTES:
- ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE OF 0.50% TOWARD STORM SEWER INLETS.
  - SIDEWALK RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1" PER 12". SIDEWALK AND CURB RAMPS SHALL BE CONSTRUCTED WITH A SIDE SLOPE OF 2.00%.
  - SIDEWALK SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF 0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00% EXCEPT WHERE STREET GRADES EXCEED 5.00%.

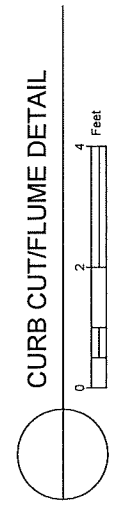
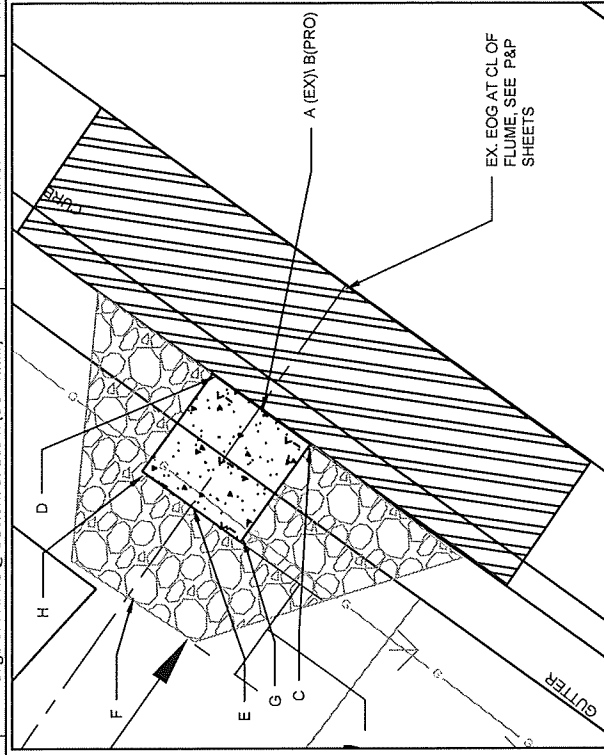
CITY MAINTENANCE PLAN NOT REQUIRED

EARTH WORK SUMMARY:  
EXCAVATION CUT (MEASURED PLAN QUANTITY) = 3,050.00 C.Y.  
ESTIMATED UNDISTRIBUTED UNDERCUT = 1,150.00 C.Y.  
TOTAL UNCLASSIFIED EXCAVATION CUT = 4,200.00 C.Y.

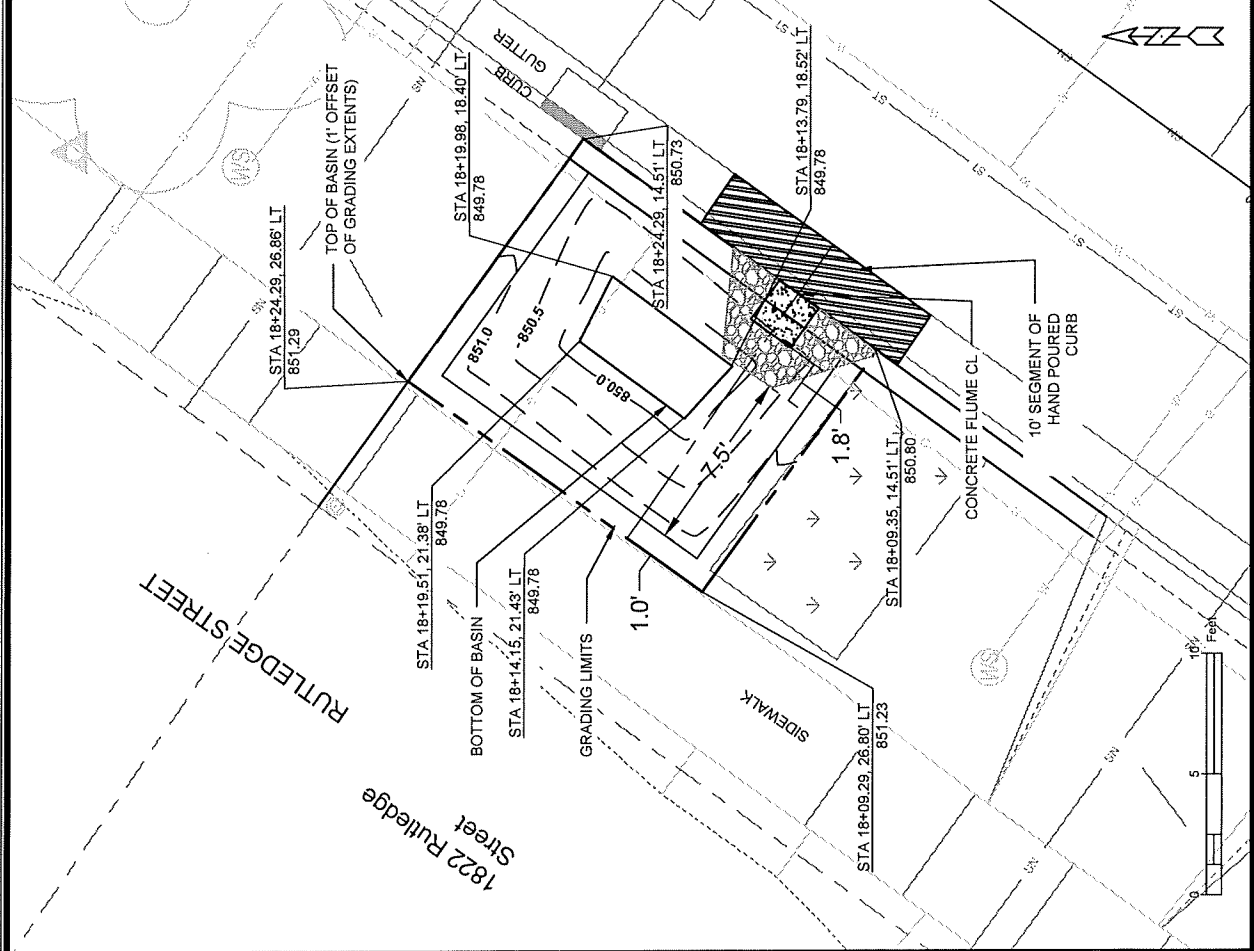
PUBLIC IMPROVEMENT PROJECT APPROVED MARCH 5, 2024 BY THE COMMON COUNCIL OF MADISON, WISCONSIN	PUBLIC IMPROVEMENT DESIGN APPROVED BY:  Jun 27, 2024 Date
CITY ENGINEER 	STREET DESIGNED BY: Jun 27, 2024
GREEN INFRASTRUCTURE DESIGNED BY: 	STORM & SANITARY SEWER DESIGNED BY: Jun 27, 2024
PAVEMENT MARKING DESIGNED BY: 	WATER DESIGNED BY: 



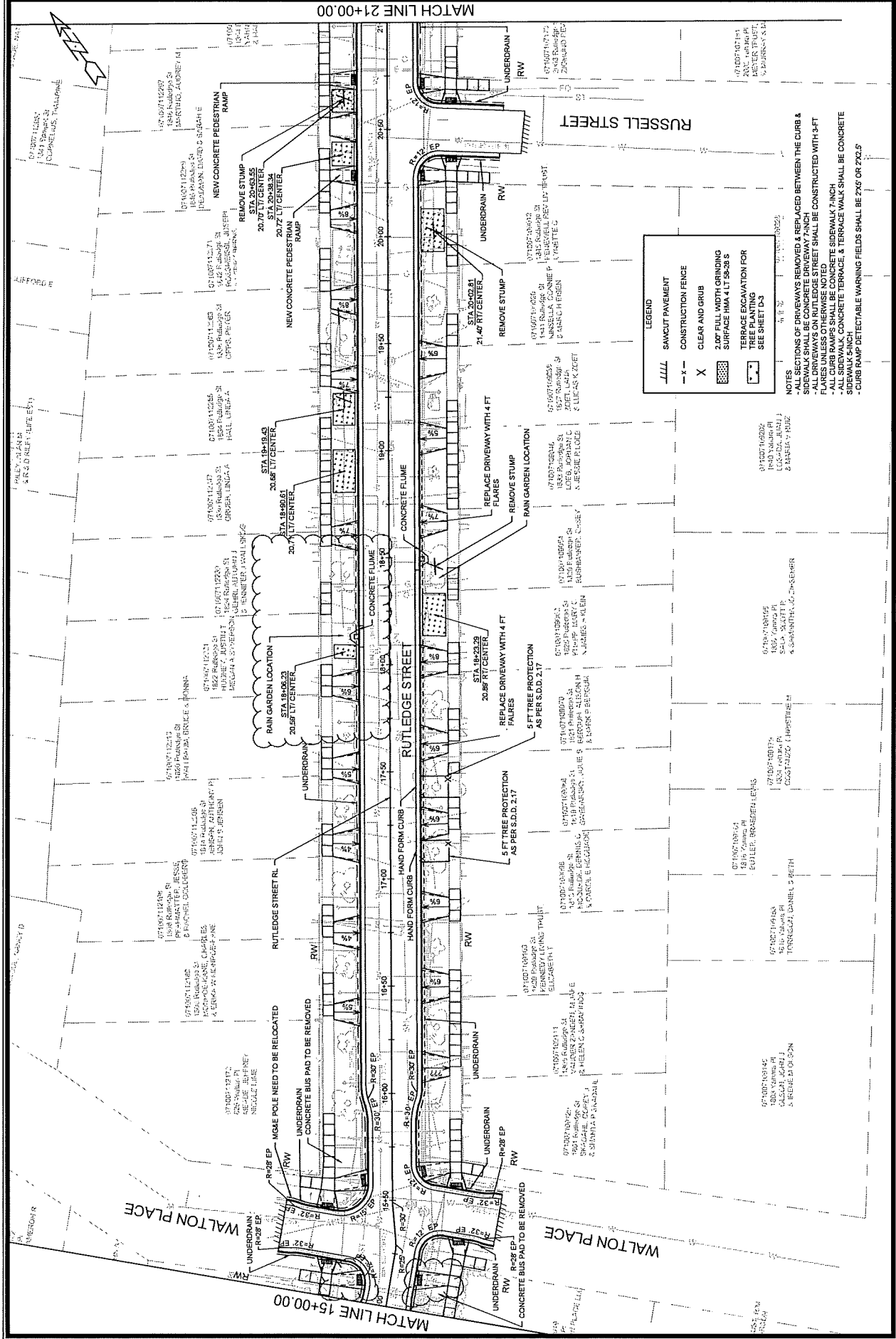
Point	Point Description	Distance from Existing Flowline (ft)	Pond depth (inches) from pt. A/Pond depth (inches) @ overflow	Elevation	6 (IN)/9.5 (IN)
A	Ex. EOG at CL of Flume	+0.125		850.41	
B	Standard Gutter Flow Line at CL of Flume	0		850.29	
C	Pro. Gutter Flow Line at CL of Flume Meeting Curb	-17'(2")		850.12	
D	Edge of Flume @ Gutter (Uphill)	varies		850.30	
E	Edge of Flume @ Gutter (Downhill)	varies		850.23	
F	Bottom of Flume at CL	-33'(4")		849.95	
G	Bottom of Stone/Pond	-5'(6")		849.78	
H	Edge of Flume @ Bottom of Basin (Uphill)	varies		850.22	
	Edge of Flume @ Bottom of Basin (Downhill)	varies		850.15	



- NOTES:
- ALL AREAS WITHIN GRADING LIMITS TO RECEIVE CLASS I, TYPE A - ORGANIC EROSION CONTROL MATTING IF COMPLETED OUTSIDE OF GROWING SEASONS. SEE SPECIAL PROVISIONS.
  - ALL AREAS OUTSIDE OF TOP OF BASIN SHALL RECEIVE TERRACE SEED MIX. DO NOT SEED WITH TERRACE SEED MIX WITHIN SIDE SLOPES OR BOTTOM OF BASIN.



REVISION



**LEGEND**

- SAW CUT PAVEMENT
- CONSTRUCTION FENCE
- CLEAR AND GRUB
- 2.00' FULL WIDTH GRINDING SURFACE HMA 4 LT 50-28 S
- TERRACE EXCAVATION FOR TREE PLANTING
- SEE SHEET D-3

**NOTES**

- ALL SECTIONS OF DRIVEWAYS REMOVED & REPLACED BETWEEN THE CURB & SIDEWALK SHALL BE CONCRETE DRIVEWAY 7-INCH FULL DEPTH.
- ALL DRIVEWAYS ON RUTLEDGE STREET SHALL BE CONSTRUCTED WITH 3-FIT FULL DEPTH.
- ALL CURB RAMPS SHALL BE CONCRETE SIDEWALK 7-INCH FULL DEPTH.
- ALL SIDEWALK, CONCRETE TERRACE, & TERRACE WALK SHALL BE CONCRETE SIDEWALK 7-INCH FULL DEPTH.
- CURB POOP DETECTABLE WARNING FIELDS SHALL BE 2'x6' OR 2'x3.5'



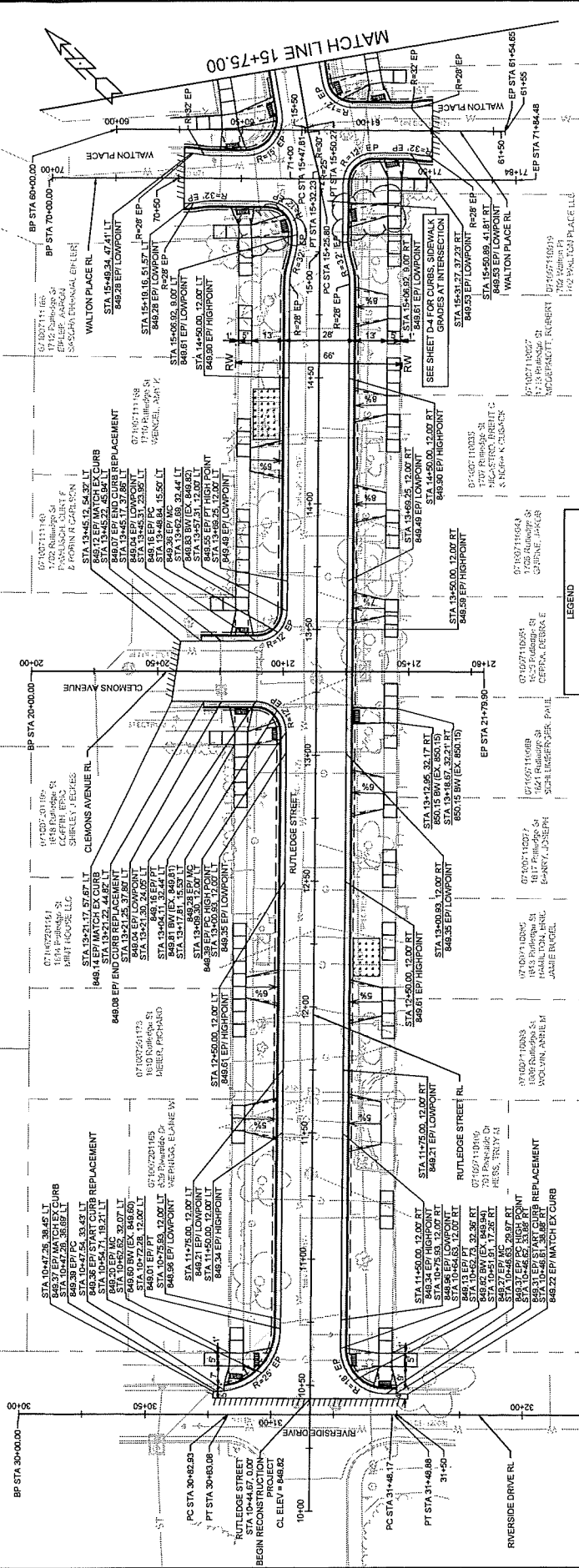
14076  
P-1

STREET PLAN & PROFILES - RUTLEDGE STREET  
RUTLEDGE STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO: 8742

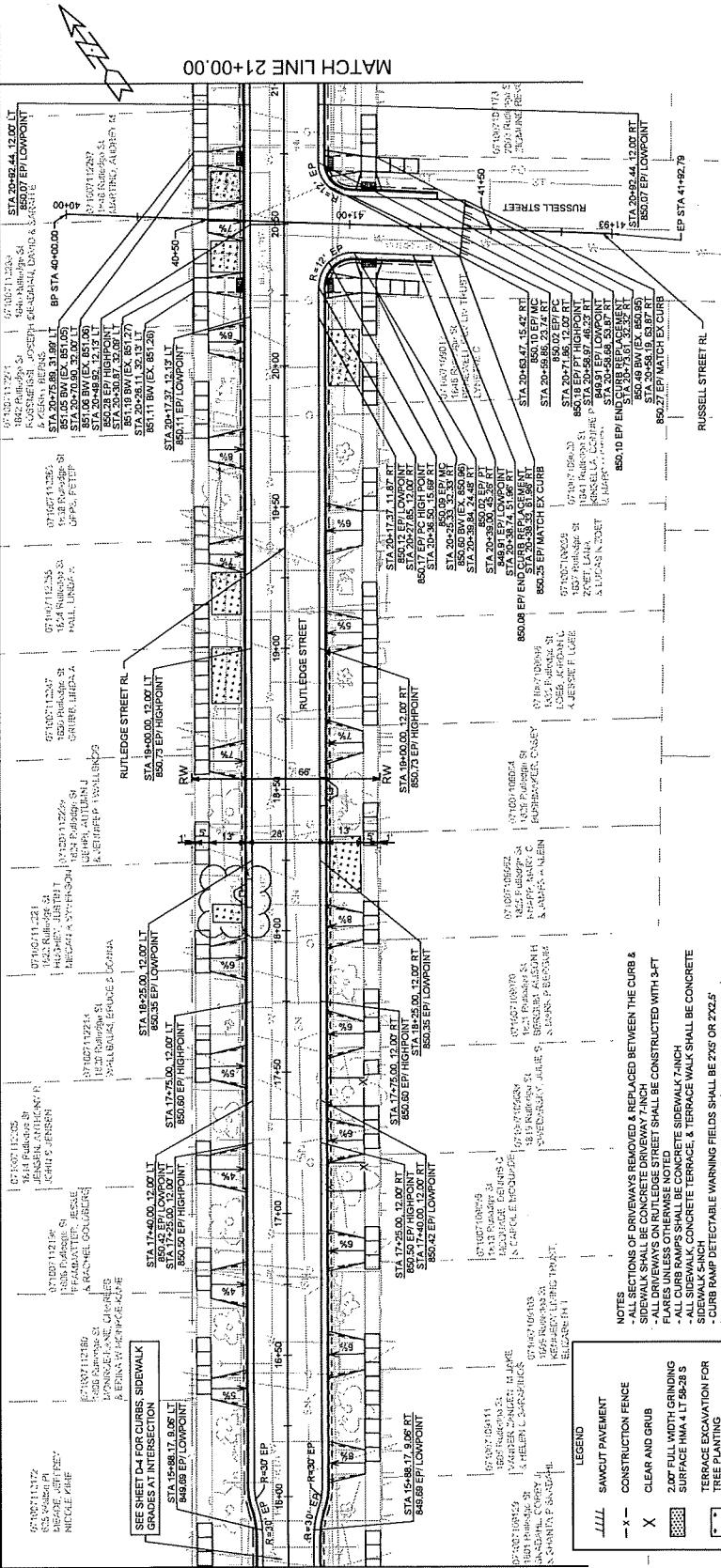
MADISON, WI  
14076

MARK	REVISION	DATE



Station	Proposed C.L. Elevation	Existing C.L. Elevation	Grade (%)	Notes
10+00	853.26	853.26	0.00%	Begin Reconstruction Project
10+10	853.45	853.45	0.22%	
10+20	853.55	853.55	0.12%	
10+30	853.72	853.72	0.19%	
10+40	853.95	853.95	0.27%	
10+50	854.20	854.20	0.29%	
10+60	854.45	854.45	0.29%	
10+70	854.71	854.71	0.30%	
10+80	854.95	854.95	0.28%	
10+90	855.20	855.20	0.29%	
11+00	855.50	855.50	0.35%	
11+10	855.85	855.85	0.40%	
11+20	856.25	856.25	0.47%	
11+30	856.70	856.70	0.52%	
11+40	857.20	857.20	0.58%	
11+50	857.75	857.75	0.64%	
11+60	858.35	858.35	0.70%	
11+70	859.00	859.00	0.76%	
11+80	859.70	859.70	0.81%	
11+90	860.45	860.45	0.86%	
12+00	861.25	861.25	0.92%	
12+10	862.10	862.10	0.98%	
12+20	863.00	863.00	1.05%	
12+30	863.95	863.95	1.12%	
12+40	864.95	864.95	1.19%	
12+50	866.00	866.00	1.26%	
12+60	867.10	867.10	1.33%	
12+70	868.25	868.25	1.40%	
12+80	869.45	869.45	1.47%	
12+90	870.70	870.70	1.54%	
13+00	872.00	872.00	1.61%	
13+10	873.35	873.35	1.68%	
13+20	874.75	874.75	1.75%	
13+30	876.20	876.20	1.82%	
13+40	877.70	877.70	1.89%	
13+50	879.25	879.25	1.96%	
13+60	880.85	880.85	2.03%	
13+70	882.50	882.50	2.10%	
13+80	884.20	884.20	2.17%	
13+90	885.95	885.95	2.24%	
14+00	887.75	887.75	2.31%	
14+10	889.60	889.60	2.38%	
14+20	891.50	891.50	2.45%	
14+30	893.45	893.45	2.52%	
14+40	895.45	895.45	2.59%	
14+50	897.50	897.50	2.66%	
14+60	899.60	899.60	2.73%	
14+70	901.75	901.75	2.80%	
14+80	903.95	903.95	2.87%	
14+90	906.20	906.20	2.94%	
15+00	908.50	908.50	3.01%	
15+10	910.85	910.85	3.08%	
15+20	913.25	913.25	3.15%	
15+30	915.70	915.70	3.22%	
15+40	918.20	918.20	3.29%	
15+50	920.75	920.75	3.36%	
15+60	923.35	923.35	3.43%	
15+70	926.00	926.00	3.50%	
15+75	928.70	928.70	3.57%	Match Line 15+75.00

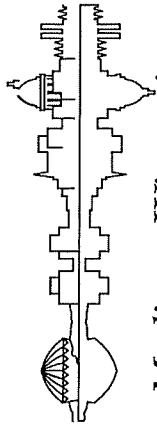
REVISION



Station	Existing C.L. Elevation	Proposed C.L. Elevation	Grade (%)
15+75	850.36	850.19	-0.67%
16+00	849.97	849.76	-0.51%
16+25	850.49	850.72	0.51%
16+50	850.74	850.62	-0.50%
16+75	850.66	850.72	0.50%
17+00	850.72	850.84	0.50%
17+25	850.74	850.66	-0.54%
17+50	850.66	850.72	0.50%
17+75	850.74	850.84	0.50%
18+00	850.72	850.72	-0.50%
18+25	850.72	850.72	-0.51%
18+50	850.59	850.72	0.50%
18+75	850.71	850.84	0.52%
19+00	850.84	850.71	-0.51%
19+25	850.97	850.85	-0.50%
19+50	850.85	850.71	-0.53%
19+75	850.71	850.59	-0.50%
20+00	850.45	850.45	-0.55%
20+25	850.45	850.36	-0.50%
20+50	850.52	850.52	0.50%
20+75	850.40	850.40	-0.50%
21+00	850.36	850.36	-0.50%

**LEGEND**  
 SAWCUT PAVEMENT  
 CONSTRUCTION FENCE  
 CLEAR AND GRUB  
 2.00' FULL WIDTH GRINDING SURFACE IN A 4' LT SW-28'S  
 TERRACE EXCAVATION FOR TREE PLANTING  
 SEE SHEET D-3

**NOTES**  
 - ALL SECTIONS OF DRIVEWAYS REMOVED & REPLACED BETWEEN THE CURB & SIDEWALK SHALL BE CONCRETE DRIVEWAY 7-INCH  
 - ALL DRIVEWAYS ON RUTLEDGE STREET SHALL BE CONSTRUCTED WITH 3-F  
 - ALL CURB RAMPS SHALL BE CONCRETE SIDEWALK 7-INCH  
 - ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE SIDEWALK 7-INCH  
 - CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2'X5' OR 2'X2.5'



Madison, Wisconsin

# CITY OF MADISON

## CITY ENGINEERING DIVISION

### DEPARTMENT OF PUBLIC WORKS

#### PLAN OF PROPOSED IMPROVEMENT

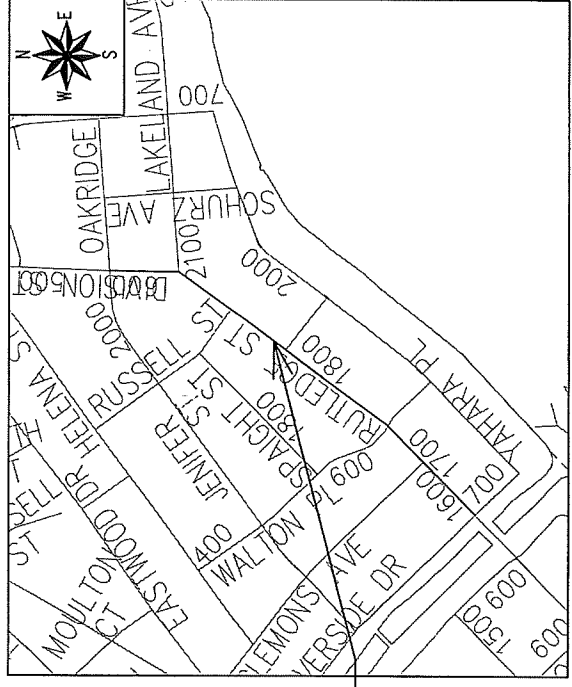
#### RUTLEDGE STREET ASSESSMENT DISTRICT - 2024

CITY PROJECT NO. 14076  
CONTRACT NO. 8742

**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
D1	TYPICAL SECTIONS
D2	SIGN DETAIL
D3	TERRACE EXCAVATION FOR TREE PLANTING
D4	INTERSECTION GRADES
D5	YAHARA PL SANITARY
EC1-EC4	RUTLEDGE STREET EROSION CONTROL PLAN
G11	GREEN INFRASTRUCTURE
PD1-PD4	STREET PLAN DETAILS
P1-P3	STREET PLAN & PROFILES
U1-U4	RUTLEDGE STREET UTILITY PLAN & PROFILE
U5	SANITARY SEWER SCHEDULE
U6-U8	STORM SEWER SCHEDULE
W1-W8	WATER PLAN AND PROFILE
W9-W10	WATER IMPACT PLAN
W11	WATER ESTIMATE OF MATERIALS
PM1-PM4	PAVEMENT MARKING
X1-X11	CROSS SECTIONS

### PROJECT LOCATION



**CONVENTIONAL SIGNS**  
FIELD VERIFY ALL UTILITY LOCATIONS

- GAS
- STORM SEWER
- SANITARY SEWER
- WATER
- BURIED ELECTRIC
- OVERHEAD ELECTRIC
- POWER POLE
- ADA COMPLIANT RAMP W/ DETECTABLE WARNING FIELD
- COMBUSTIBLE FLUIDS

**NOTES:**

- ALL GUTTERS SHALL DRAIN WITH A MINIMUM GRADE OF 0.50% TOWARD STORM SEWER INLETS.
- SIDEWALK RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1" PER 12" SIDEWALK AND CURB RAMPS SHALL BE CONSTRUCTED WITH A SIDE SLOPE OF 2.00%.
- SIDEWALK SHALL HAVE A MINIMUM LONGITUDINAL SLOPE OF 0.50% AND A MAXIMUM LONGITUDINAL SLOPE OF 5.00% EXCEPT WHERE STREET GRADES EXCEED 5.00%.

CITY MAINTENANCE PLAN NOT REQUIRED

**EARTH WORK SUMMARY:**  
EXCAVATION CUT (MEASURED PLAN QUANTITY) = 3,050.00 C.Y.  
ESTIMATED UNDISTRIBUTED UNDERCUT = 1,150.00 C.Y.  
TOTAL UNCLASSIFIED EXCAVATION CUT = 4,200.00 C.Y.

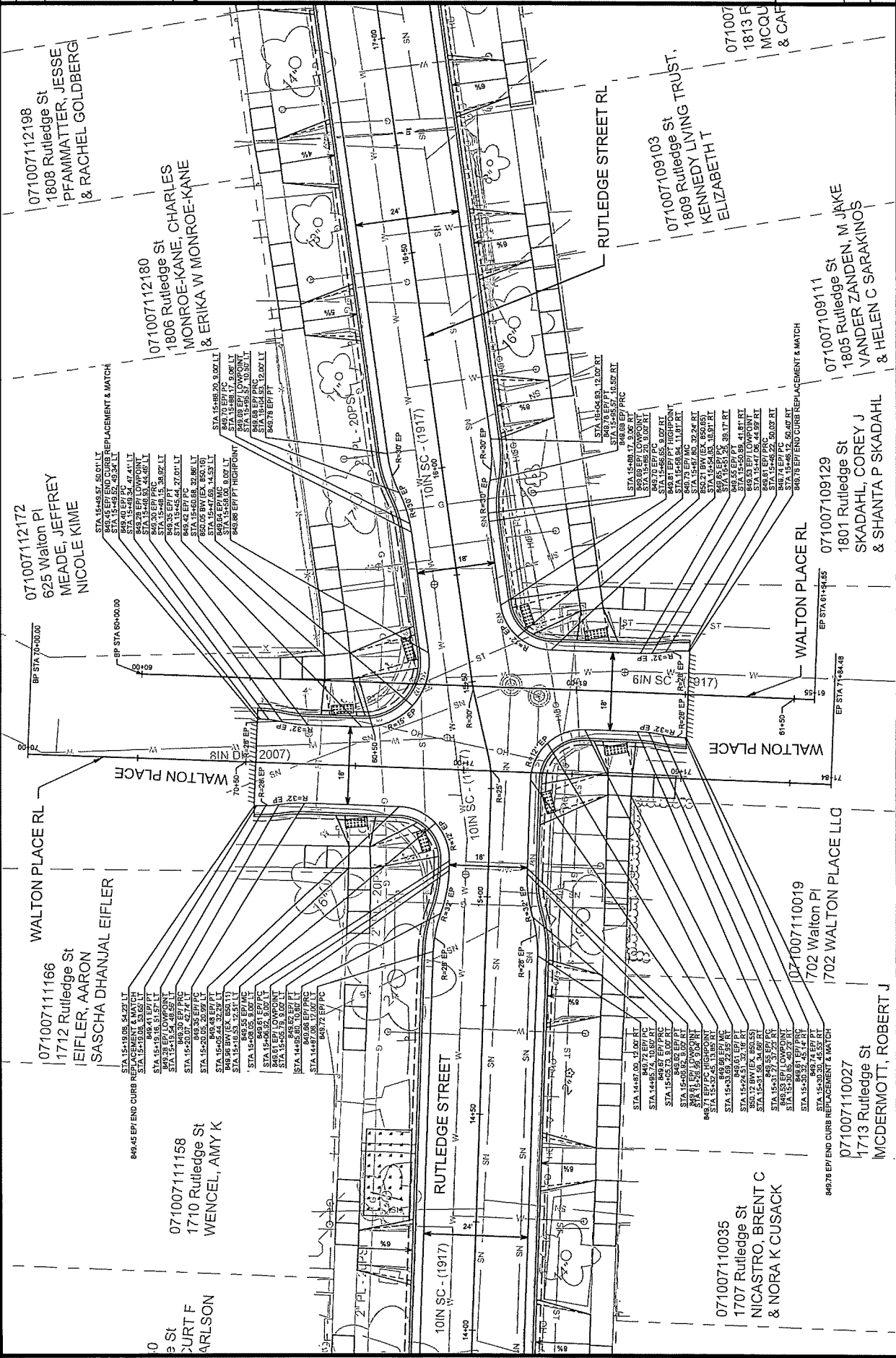
PUBLIC IMPROVEMENT PROJECT APPROVED MARCH 5, 2024 BY THE COMMON COUNCIL OF MADISON, WISCONSIN PUBLIC IMPROVEMENT DESIGN APPROVED BY:  Jun 27, 2024	City Engineer Date
STREET DESIGNED BY:  Jun 27, 2024	STREET & SANITARY SEWER DESIGNED BY:  Jun 27, 2024
GREEN INFRASTRUCTURE DESIGNED BY:  Jun 27, 2024	WATER DESIGNED BY:  Jun 27, 2024
PAVEMENT MARKING DESIGNED BY:  Jun 27, 2024	PAVEMENT MARKING DESIGNED BY:  Jun 27, 2024

01261212

DRAINAGE

NO.	DATE	REVISION	BY	CHKD.
14076	07/22/24	237 PM	DM	DM
8742				

CONTRACT NO: MADISON, WI  
 INTERSECTION GRADES  
 14076  
 RUTLEDGE STREET ASSESSMENT DISTRICT - 2024  
 8742  
 14076  
 D-4



071007112198  
 1808 Rutledge St  
 PFAMMATTER, JESSE  
 & RACHEL GOLDBERG

071007112180  
 1806 Rutledge St  
 MONROE-KANE, CHARLES  
 & ERIKA W MONROE-KANE

071007109103  
 1808 Rutledge St  
 KENNEDY LIVING TRUST,  
 ELIZABETH T

071007109111  
 1805 Rutledge St  
 VANDER ZANDEN, M JAYE  
 & HELEN C SARAKINOS

071007112172  
 625 Walton Pl  
 MEADE, JEFFREY  
 NICOLE KIME

071007109129  
 1801 Rutledge St  
 SKADAHL, COREY J  
 & SHANTA P SKADAHL

WALTON PLACE RL  
 071007111166  
 1712 Rutledge St  
 EIFLER, AARON  
 SASCHA DHANJAL EIFLER

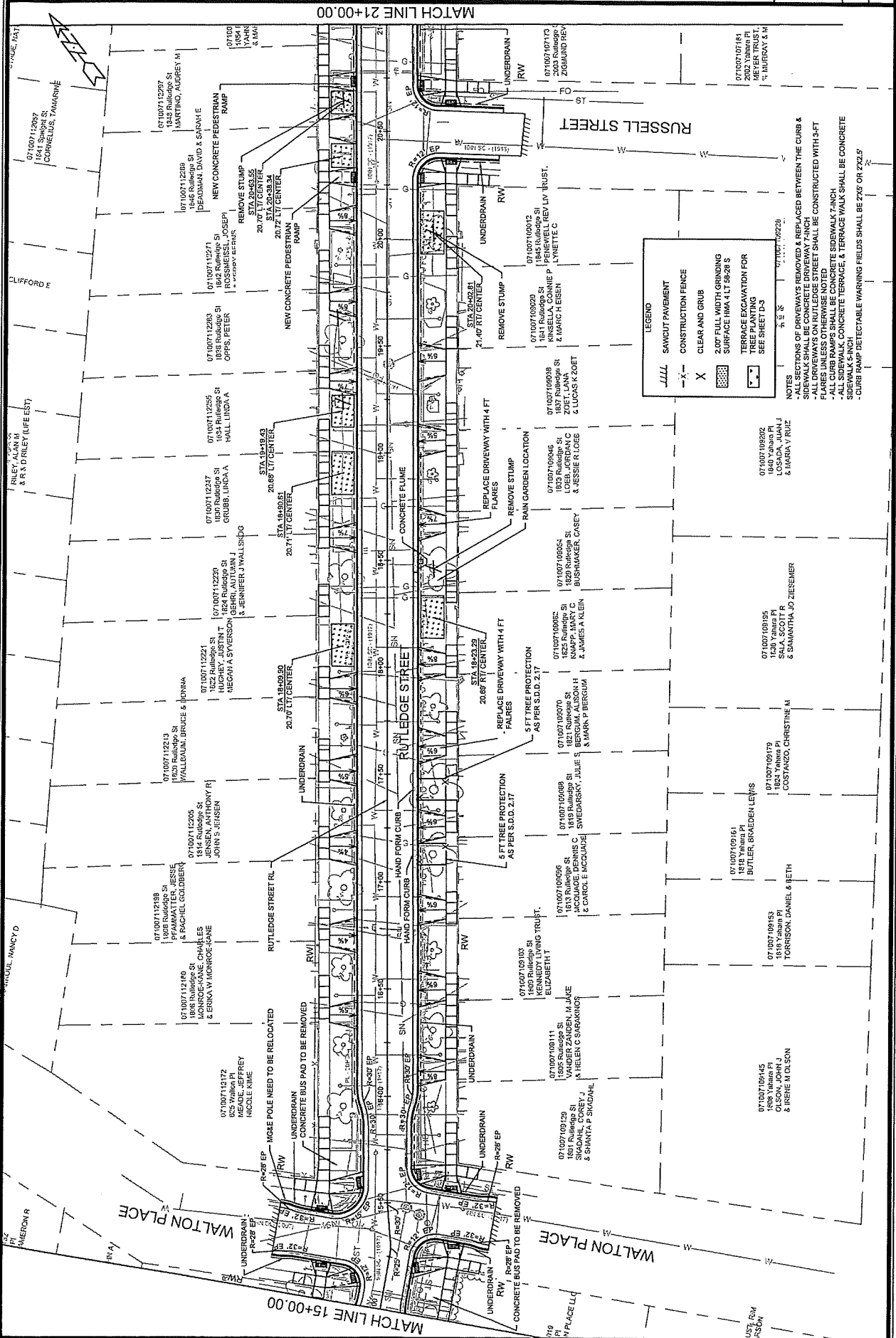
071007111158  
 1710 Rutledge St  
 WENCEL, AMY K

071007110035  
 1707 Rutledge St  
 NICASTRO, BRENT C  
 & NORA K CUSACK

071007110019  
 1702 Walton Pl  
 1702 WALTON PLACE LLO  
 MCDERMOTT, ROBERT J



02/26/24



**LEGEND**

- SAWCUT PAVEMENT
- CONSTRUCTION FENCE
- CLEAR AND GRUB
- 3.00" FULL WIDTH GRINDING SURFACE (MAX 1" LT 1500'S)
- TERRACE EXCAVATION FOR TREE PLANTING
- SEE SHEET DS

**NOTES**

- ALL SECTIONS OF DRIVEWAYS REMOVED & REPLACED BETWEEN THE CURB & SIDEWALK SHALL BE CONSTRUCTED WITH 3" CONC.
- ALL DRIVEWAYS ON RUTLEDGE STREET SHALL BE CONSTRUCTED WITH 3" FT FLARES UNLESS OTHERWISE NOTED
- ALL CURB RAMPS SHALL BE CONCRETE
- ALL CONCRETE TERRACE, & TERRACE WALK SHALL BE CONCRETE SIDEWALK 5" INCH
- CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2'x5' OR 2'x2.5'

DATE	REVISION

DATE	REVISION

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14076  
P-1

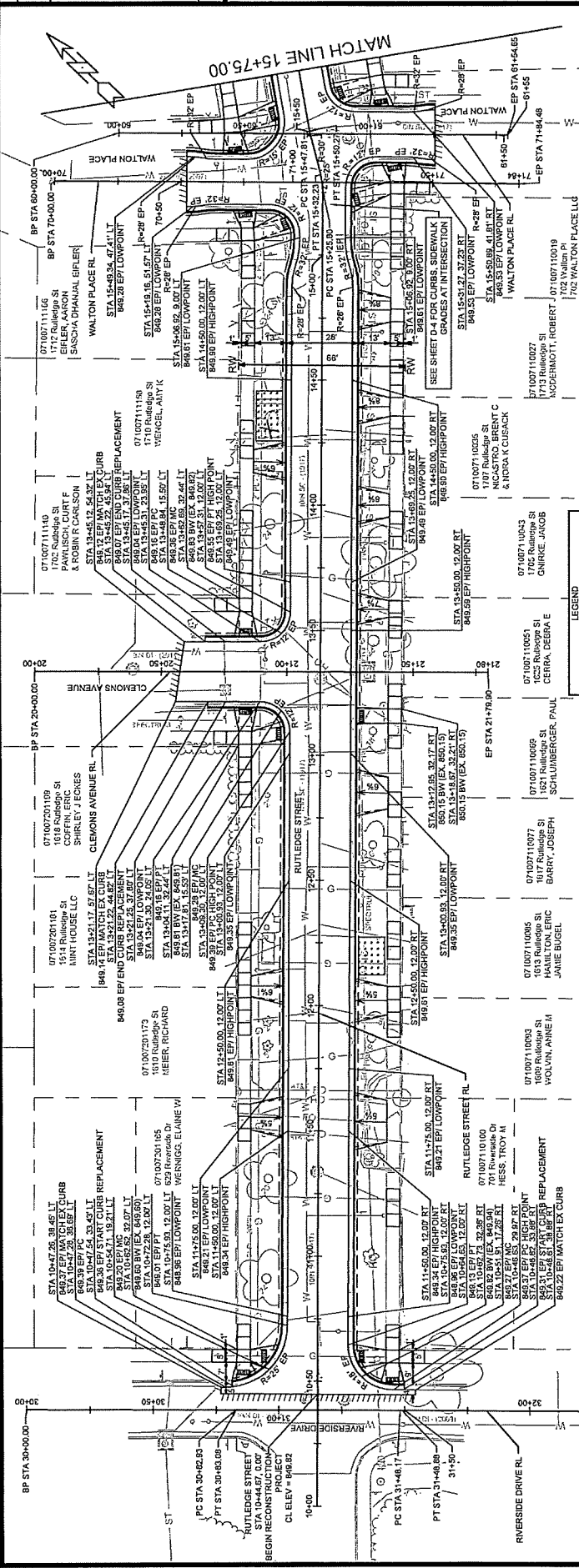
**STREET PLAN & PROFILES - RUTLEDGE STREET**

RUTLEDGE STREET ASSESSMENT DISTRICT - 2024

CONTRACT NO: 8742

MADISON, WI  
14076

REV	DATE	BY	DESCRIPTION
1	07/11/2024	MD	ISSUED FOR PERMIT
2	07/11/2024	MD	REVISED PER COMMENTS
3	07/11/2024	MD	REVISED PER COMMENTS
4	07/11/2024	MD	REVISED PER COMMENTS
5	07/11/2024	MD	REVISED PER COMMENTS
6	07/11/2024	MD	REVISED PER COMMENTS
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8	07/11/2024	MD	REVISED PER COMMENTS
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99	07/11/2024	MD	REVISED PER COMMENTS
100	07/11/2024	MD	REVISED PER COMMENTS



Station	Profile	Notes
875	EL 848.95 VPI STA 15+75.00 -0.50%	
870	EL 848.95 VPI STA 15+25.00 -0.78%	NOTES: - CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2'X2' OR 2'X2.5' - CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2'X2' OR 2'X2.5'
865	EL 848.95 VPI STA 14+75.00 -0.51%	
860	EL 848.95 VPI STA 14+25.00 -0.51%	
855	EL 848.95 VPI STA 14+00.00 -0.51%	
850	EL 848.95 VPI STA 13+50.00 -0.51%	
845	EL 848.95 VPI STA 13+25.00 -0.51%	
840	EL 848.95 VPI STA 13+00.00 -0.51%	
835	EL 848.95 VPI STA 12+75.00 -0.51%	
830	EL 848.95 VPI STA 12+50.00 -0.51%	
825	EL 848.95 VPI STA 12+25.00 -0.51%	
820	EL 848.95 VPI STA 12+00.00 -0.51%	
815	EL 848.95 VPI STA 11+75.00 -0.51%	
810	EL 848.95 VPI STA 11+50.00 -0.51%	
805	EL 848.95 VPI STA 11+25.00 -0.51%	
800	EL 848.95 VPI STA 11+00.00 -0.51%	
795	EL 848.95 VPI STA 10+75.00 -0.51%	
790	EL 848.95 VPI STA 10+50.00 -0.51%	
785	EL 848.95 VPI STA 10+25.00 -0.51%	
780	EL 848.95 VPI STA 10+00.00 -0.51%	
775	EL 848.95 VPI STA 9+75.00 -0.51%	
770	EL 848.95 VPI STA 9+50.00 -0.51%	
765	EL 848.95 VPI STA 9+25.00 -0.51%	
760	EL 848.95 VPI STA 9+00.00 -0.51%	
755	EL 848.95 VPI STA 8+75.00 -0.51%	
750	EL 848.95 VPI STA 8+50.00 -0.51%	
745	EL 848.95 VPI STA 8+25.00 -0.51%	
740	EL 848.95 VPI STA 8+00.00 -0.51%	
735	EL 848.95 VPI STA 7+75.00 -0.51%	
730	EL 848.95 VPI STA 7+50.00 -0.51%	
725	EL 848.95 VPI STA 7+25.00 -0.51%	
720	EL 848.95 VPI STA 7+00.00 -0.51%	
715	EL 848.95 VPI STA 6+75.00 -0.51%	
710	EL 848.95 VPI STA 6+50.00 -0.51%	
705	EL 848.95 VPI STA 6+25.00 -0.51%	
700	EL 848.95 VPI STA 6+00.00 -0.51%	
695	EL 848.95 VPI STA 5+75.00 -0.51%	
690	EL 848.95 VPI STA 5+50.00 -0.51%	
685	EL 848.95 VPI STA 5+25.00 -0.51%	
680	EL 848.95 VPI STA 5+00.00 -0.51%	
675	EL 848.95 VPI STA 4+75.00 -0.51%	
670	EL 848.95 VPI STA 4+50.00 -0.51%	
665	EL 848.95 VPI STA 4+25.00 -0.51%	
660	EL 848.95 VPI STA 4+00.00 -0.51%	
655	EL 848.95 VPI STA 3+75.00 -0.51%	
650	EL 848.95 VPI STA 3+50.00 -0.51%	
645	EL 848.95 VPI STA 3+25.00 -0.51%	
640	EL 848.95 VPI STA 3+00.00 -0.51%	
635	EL 848.95 VPI STA 2+75.00 -0.51%	
630	EL 848.95 VPI STA 2+50.00 -0.51%	
625	EL 848.95 VPI STA 2+25.00 -0.51%	
620	EL 848.95 VPI STA 2+00.00 -0.51%	
615	EL 848.95 VPI STA 1+75.00 -0.51%	
610	EL 848.95 VPI STA 1+50.00 -0.51%	
605	EL 848.95 VPI STA 1+25.00 -0.51%	
600	EL 848.95 VPI STA 1+00.00 -0.51%	
595	EL 848.95 VPI STA 0+75.00 -0.51%	
590	EL 848.95 VPI STA 0+50.00 -0.51%	
585	EL 848.95 VPI STA 0+25.00 -0.51%	
580	EL 848.95 VPI STA 0+00.00 -0.51%	

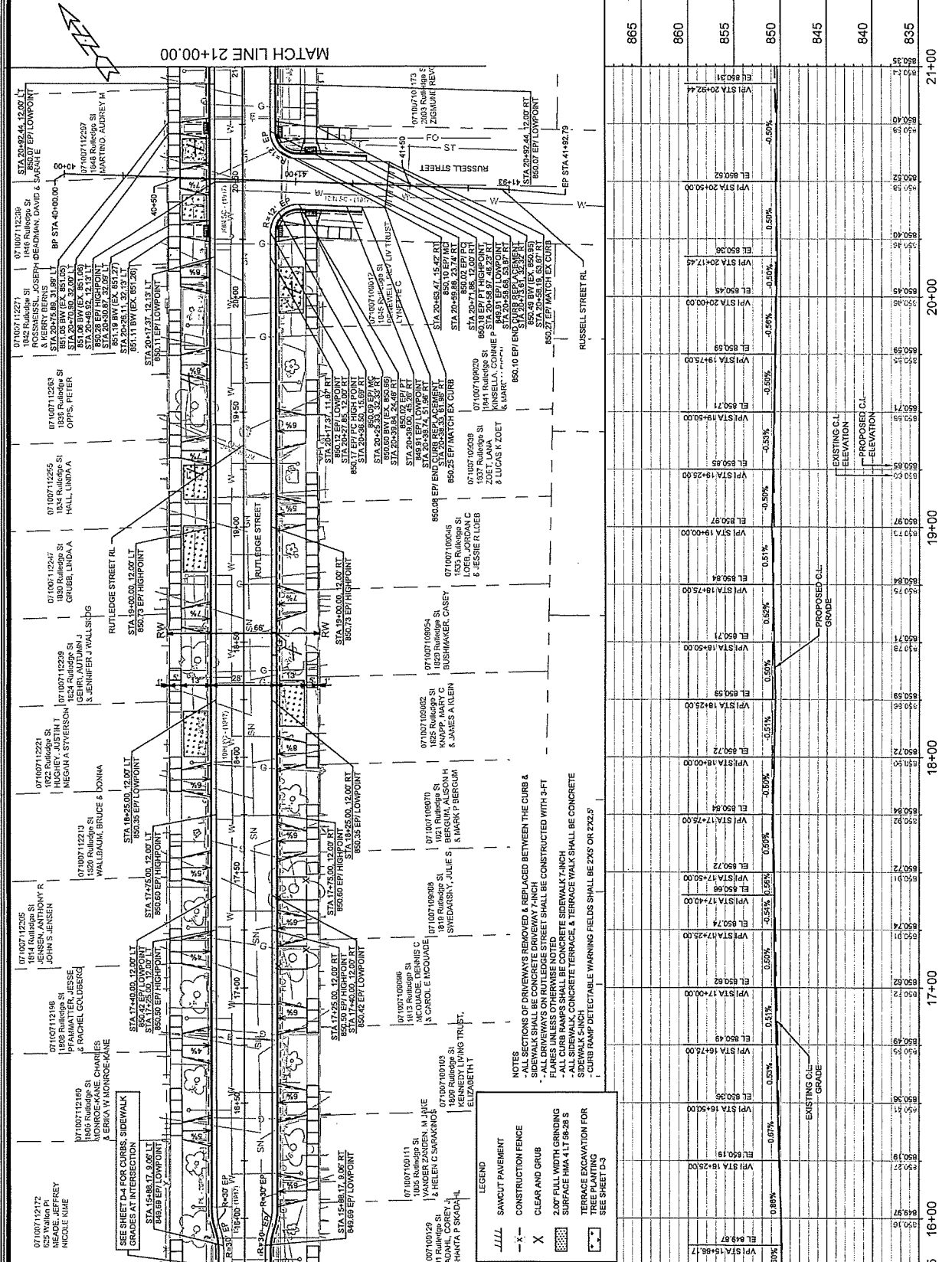
Original



14076 P-2

STREET PLAN & PROFILES - RUTLEDGE STREET  
RUTLEDGE STREET ASSESSMENT DISTRICT - 2024  
MADISON, WI  
CONTRACT NO: 8742

MARK	NO	DATE	BY	REVISION



STATION	ELEVATION	PROPOSED C.L. ELEVATION	EXISTING C.L. ELEVATION	GRADE
18+75	839.27	849.87	839.27	0.88%
17+00	850.72	850.72	850.72	0.50%
16+00	850.94	850.94	850.94	0.59%
15+75.00	850.99	850.99	850.99	0.59%
15+50	850.94	850.94	850.94	0.51%
15+25	850.72	850.72	850.72	0.51%
15+00	850.84	850.84	850.84	0.59%
14+75	850.72	850.72	850.72	0.59%
14+50	850.59	850.59	850.59	0.51%
14+25	850.72	850.72	850.72	0.51%
14+00	850.84	850.84	850.84	0.51%
13+75	850.99	850.99	850.99	0.51%
13+50	850.84	850.84	850.84	0.59%
13+25	850.72	850.72	850.72	0.59%
13+00	850.84	850.84	850.84	0.59%
12+75	850.99	850.99	850.99	0.59%
12+50	850.99	850.99	850.99	0.59%
12+25	850.99	850.99	850.99	0.59%
12+00	850.99	850.99	850.99	0.59%
11+75	850.99	850.99	850.99	0.59%
11+50	850.99	850.99	850.99	0.59%
11+25	850.99	850.99	850.99	0.59%
11+00	850.99	850.99	850.99	0.59%
10+75	850.99	850.99	850.99	0.59%
10+50	850.99	850.99	850.99	0.59%
10+25	850.99	850.99	850.99	0.59%
10+00	850.99	850.99	850.99	0.59%
9+75	850.99	850.99	850.99	0.59%
9+50	850.99	850.99	850.99	0.59%
9+25	850.99	850.99	850.99	0.59%
9+00	850.99	850.99	850.99	0.59%
8+75	850.99	850.99	850.99	0.59%
8+50	850.99	850.99	850.99	0.59%
8+25	850.99	850.99	850.99	0.59%
8+00	850.99	850.99	850.99	0.59%
7+75	850.99	850.99	850.99	0.59%
7+50	850.99	850.99	850.99	0.59%
7+25	850.99	850.99	850.99	0.59%
7+00	850.99	850.99	850.99	0.59%
6+75	850.99	850.99	850.99	0.59%
6+50	850.99	850.99	850.99	0.59%
6+25	850.99	850.99	850.99	0.59%
6+00	850.99	850.99	850.99	0.59%
5+75	850.99	850.99	850.99	0.59%
5+50	850.99	850.99	850.99	0.59%
5+25	850.99	850.99	850.99	0.59%
5+00	850.99	850.99	850.99	0.59%
4+75	850.99	850.99	850.99	0.59%
4+50	850.99	850.99	850.99	0.59%
4+25	850.99	850.99	850.99	0.59%
4+00	850.99	850.99	850.99	0.59%
3+75	850.99	850.99	850.99	0.59%
3+50	850.99	850.99	850.99	0.59%
3+25	850.99	850.99	850.99	0.59%
3+00	850.99	850.99	850.99	0.59%
2+75	850.99	850.99	850.99	0.59%
2+50	850.99	850.99	850.99	0.59%
2+25	850.99	850.99	850.99	0.59%
2+00	850.99	850.99	850.99	0.59%
1+75	850.99	850.99	850.99	0.59%
1+50	850.99	850.99	850.99	0.59%
1+25	850.99	850.99	850.99	0.59%
1+00	850.99	850.99	850.99	0.59%
0+75	850.99	850.99	850.99	0.59%
0+50	850.99	850.99	850.99	0.59%
0+25	850.99	850.99	850.99	0.59%
0+00	850.99	850.99	850.99	0.59%

SEE SHEET D-4 FOR CURBS, SIDEWALK  
LANDSCAPE AT INTERSECTION

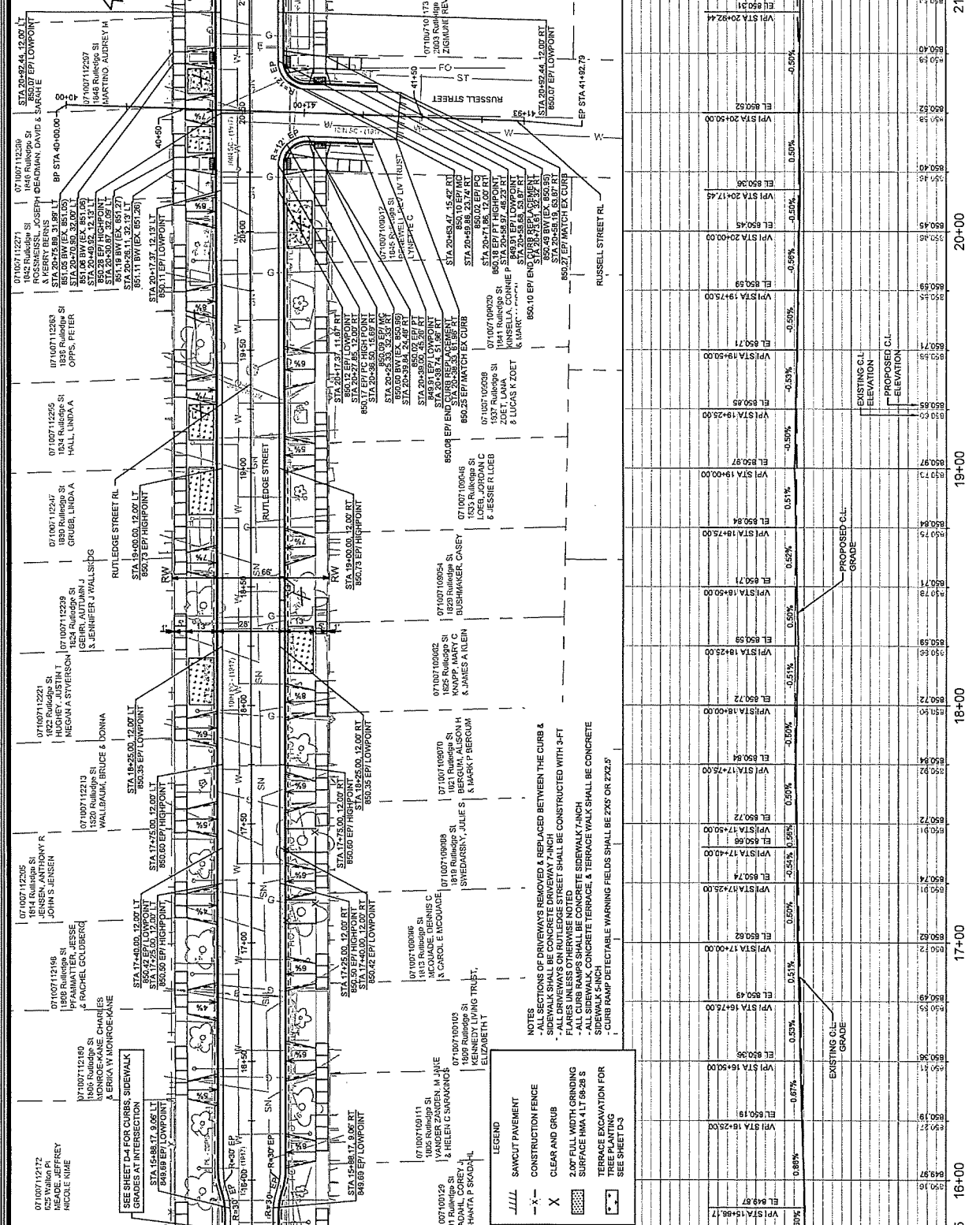
- LEGEND**
- SAWCUT PAVERS
  - CONSTRUCTION FENCE
  - CLEAR AND GRUB
  - 2.00' FULL WIDTH GRINDING
  - SURFACE HMA 4 LT 89-28 S
  - ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE
  - CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2X5 OR 2X2.5'
  - TERRACE EXCAVATION FOR TREE PLANTING
  - SEE SHEET D-3

NOTES:

- SECTIONS OF DRIVEWAYS REMOVED & REBAGED BETWEEN THE CURB & SIDEWALK SHALL BE CONCRETE DRIVEWAY 7-INCH
- ALL DRIVEWAYS ON RUTLEDGE STREET SHALL BE CONSTRUCTED WITH 4-FT FLARES UNLESS OTHERWISE NOTED
- SIDEWALKS SHALL BE CONCRETE SIDEWALK 7-INCH
- ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE
- CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2X5 OR 2X2.5'

MATCH LINE 15+75.00

MATCH LINE 21+00.00



SEE SHEET D-4 FOR CURBS, SIDEWALK  
LANDSCAPE AT INTERSECTION

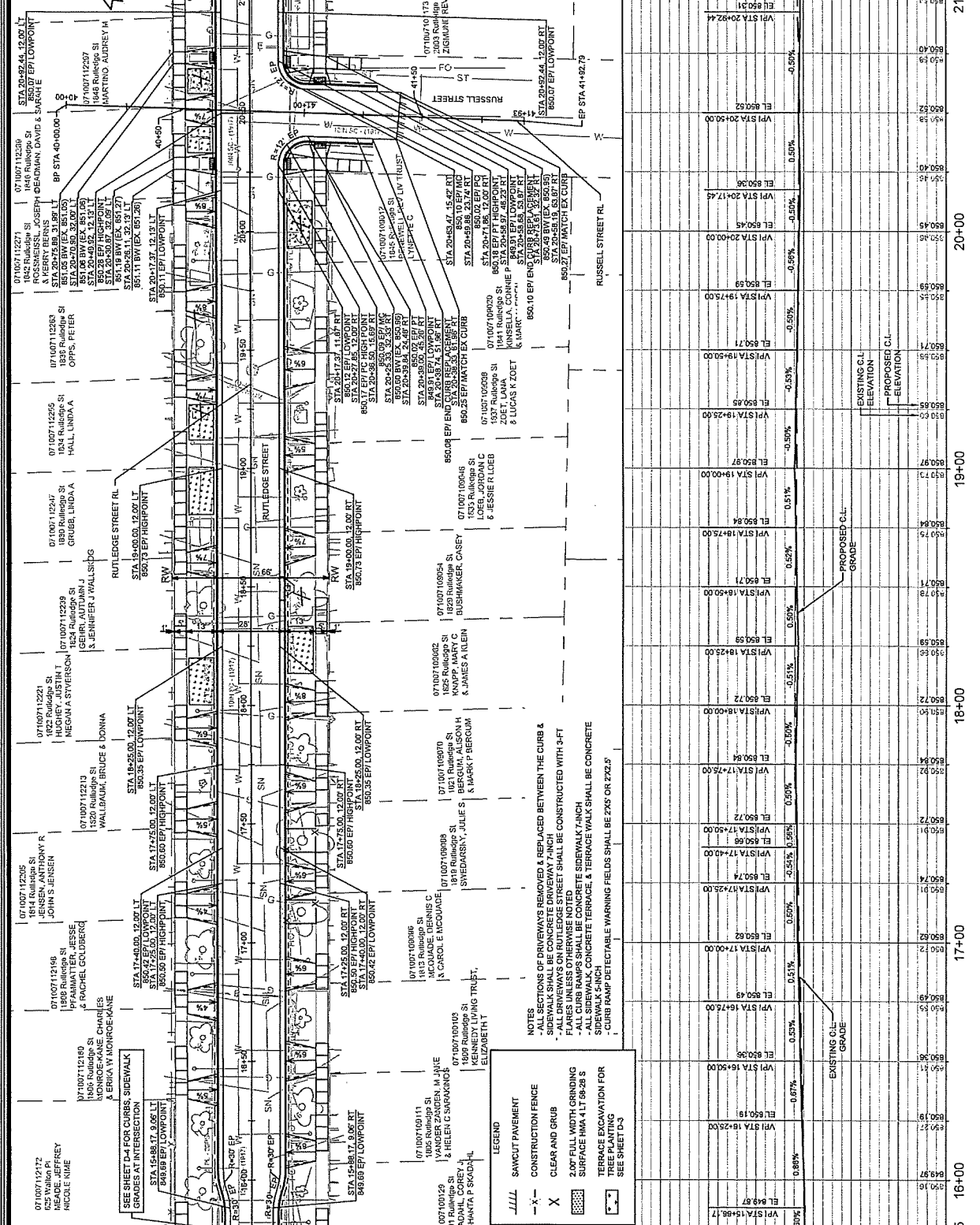
- LEGEND**
- SAWCUT PAVERS
  - CONSTRUCTION FENCE
  - CLEAR AND GRUB
  - 2.00' FULL WIDTH GRINDING
  - SURFACE HMA 4 LT 89-28 S
  - ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE
  - CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2X5 OR 2X2.5'
  - TERRACE EXCAVATION FOR TREE PLANTING
  - SEE SHEET D-3

NOTES:

- SECTIONS OF DRIVEWAYS REMOVED & REBAGED BETWEEN THE CURB & SIDEWALK SHALL BE CONCRETE DRIVEWAY 7-INCH
- ALL DRIVEWAYS ON RUTLEDGE STREET SHALL BE CONSTRUCTED WITH 4-FT FLARES UNLESS OTHERWISE NOTED
- SIDEWALKS SHALL BE CONCRETE SIDEWALK 7-INCH
- ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE
- CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2X5 OR 2X2.5'

MATCH LINE 15+75.00

MATCH LINE 21+00.00



SEE SHEET D-4 FOR CURBS, SIDEWALK  
LANDSCAPE AT INTERSECTION

- LEGEND**
- SAWCUT PAVERS
  - CONSTRUCTION FENCE
  - CLEAR AND GRUB
  - 2.00' FULL WIDTH GRINDING
  - SURFACE HMA 4 LT 89-28 S
  - ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE
  - CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2X5 OR 2X2.5'
  - TERRACE EXCAVATION FOR TREE PLANTING
  - SEE SHEET D-3

NOTES:

- SECTIONS OF DRIVEWAYS REMOVED & REBAGED BETWEEN THE CURB & SIDEWALK SHALL BE CONCRETE DRIVEWAY 7-INCH
- ALL DRIVEWAYS ON RUTLEDGE STREET SHALL BE CONSTRUCTED WITH 4-FT FLARES UNLESS OTHERWISE NOTED
- SIDEWALKS SHALL BE CONCRETE SIDEWALK 7-INCH
- ALL SIDEWALK, CONCRETE TERRACE & TERRACE WALK SHALL BE CONCRETE
- CURB RAMP DETECTABLE WARNING FIELDS SHALL BE 2X5 OR 2X2.5'



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

**Assistant City Engineer**  
 Bryan Cooper, AIA  
 Gregory T. Fries, P.E.  
 Chris Petykowski, P.E.

**Deputy Division Manager**  
 Kathleen M. Cryan

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

**Principal Engineer 1**  
 Mark D. Moder, P.E.  
 Fadi El Musa Gonzalez, P.E.  
 Andrew J. Zwiag, P.E.

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

July 15, 2024

**NOTICE OF ADDENDUM  
 ADDENDUM 2  
 CONTRACT NO. 8742  
 RUTLEDGE STREET ASSESSMENT DISTRICT – 2024**

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

**PROPOSAL:**

Quantities for some items have been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVISE	40205	HMA PAVEMENT 4 MT 58-28 S
REVISE	60819	PAVEMENT MARKING EPOXY, CURB

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

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

<http://www.bidexpress.com>

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

Sincerely,

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


**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

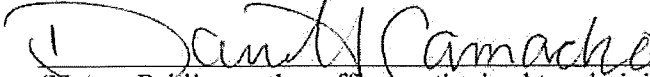
**CONTRACT NO. 8742**

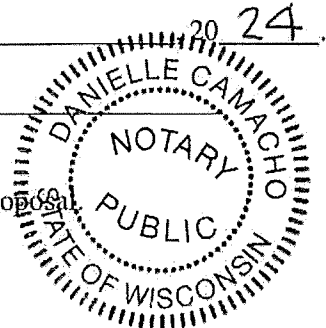
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 3 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  
PROJECT MANAGER  
 \_\_\_\_\_  
 TITLE, IF ANY

Sworn and subscribed to before me this 18 day of JULY 2024.

  
 \_\_\_\_\_  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 5/22/27  
 Bidders shall not add any conditions or qualifying statements to this Proposal.



**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. 8742  
RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

**Small Business Enterprise Compliance Report**

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

**Cover Sheet**

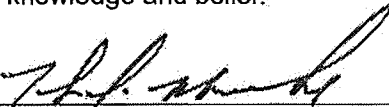
Prime Bidder Information


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:	Project Manager
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

07/18/2024  
\_\_\_\_\_  
Date

**CONTRACT NO. 8742  
RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
SCHLOBOHM TRUCKING	TRUCKING	%
NEIL SCHLOUGH TRUCKING AND	TRUCKING	%
OTHER SBE TRUCKING WHEN AVAILABLE		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>4</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
<b>Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)</b>		

**Total Percentage of SBE Utilization: \_\_\_\_\_ %.**

**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 8742

DATE: 7/18/24

**Capitol Underground, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$6,500.00	\$6,500.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$100.00	\$700.00
10725 - ALTERNATE BUSINESS ACCESS SIGN - DAYS	240.00	\$6.00	\$1,440.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	4.00	\$1,440.00	\$5,760.00
10801 - ROOT CUTTING - CURB & GUTTER (UNDISTRIBUTED) - L.F.	100.00	\$4.80	\$480.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	65.00	\$6.00	\$390.00
10912 - MOBILIZATION - L.S.	1.00	\$298,611.12	\$298,611.12
20101 - EXCAVATION CUT - C.Y.	4200.00	\$30.55	\$128,310.00
20110 - TERRACE EXCAVATION FOR TREE PLANTING - C.Y.	200.00	\$65.49	\$13,098.00
20130 - UNDERDRAIN - L.F.	3000.00	\$15.90	\$47,700.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	2450.00	\$2.79	\$6,835.50
20141 - GEOTEXTILE REINFORCEMENT FABRIC (UNDISTRIBUTED) - S.Y.	1600.00	\$2.75	\$4,400.00
20217 - CLEAR STONE - TON	900.00	\$22.53	\$20,277.00
20219 - BREAKER RUN - TON	800.00	\$11.39	\$9,112.00
20221 - TOPSOIL - S.Y.	5700.00	\$6.65	\$37,905.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	100.00	\$5.00	\$500.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	200.00	\$3.50	\$700.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	12.00	\$733.38	\$8,800.56
20312 - REMOVE CATCHBASIN - EACH	4.00	\$673.77	\$2,695.08
20313 - REMOVE INLET - EACH	12.00	\$727.38	\$8,728.56
20314 - REMOVE PIPE - L.F.	630.00	\$32.75	\$20,632.50
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	4500.00	\$1.02	\$4,590.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	3300.00	\$3.56	\$11,748.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	15600.00	\$2.90	\$45,240.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	32.70	\$352.87	\$11,538.85
20336 - PIPE PLUG (STORM) - EACH	24.00	\$580.42	\$13,930.08
20401 - CLEARING - I.D.	100.00	\$36.93	\$3,693.00
20406 - GRUBBING - I.D.	200.00	\$10.55	\$2,110.00
20503 - ADJUST INLET - EACH	2.00	\$678.16	\$1,356.32
20701 - TERRACE SEEDING - S.Y.	5000.00	\$1.75	\$8,750.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$192.00	\$960.00
21011 - CONSTRUCTION ENTRANCE - EACH	7.00	\$364.51	\$2,551.57
21013 - STREET SWEEPING - L.S.	1.00	\$5,647.68	\$5,647.68
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	65.00	\$9.00	\$585.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	65.00	\$8.00	\$520.00
21032 - INLET PROTECTION C - PROVIDE & INSTALL - EACH	4.00	\$150.00	\$600.00
21033 - INLET PROTECTION C - MAINTAIN - EACH	6.00	\$30.00	\$180.00
21034 - INLET PROTECTION C - REMOVE - EACH	4.00	\$48.00	\$192.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	48.00	\$316.78	\$15,205.44
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	75.00	\$36.00	\$2,700.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	48.00	\$48.00	\$2,304.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	5700.00	\$2.25	\$12,825.00
21110 - TERRACE RAINGARDEN - S.F.	375.00	\$9.85	\$3,693.75
21302 - CONSTRUCTION FENCE - L.F.	100.00	\$11.16	\$1,116.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	3600.00	\$23.17	\$83,412.00
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	200.00	\$45.62	\$9,124.00
30302 - 5-INCH CONCRETE SIDEWALK - S.F.	9400.00	\$7.69	\$72,286.00

**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 8742

DATE: 7/18/24

**Capitol Underground, Inc.**

Item	Quantity	Price	Extension
30304 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	9900.00	\$8.44	\$83,556.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	300.00	\$45.00	\$13,500.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1800.00	\$21.51	\$38,718.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	2700.00	\$21.51	\$58,077.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	115.00	\$80.00	\$9,200.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	1100.00	\$73.00	\$80,300.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	600.00	\$76.20	\$45,720.00
40218 - TACK COAT - GAL	600.00	\$0.50	\$300.00
40301 - FULL WIDTH GRINDING - S.Y.	700.00	\$8.50	\$5,950.00
40362 - ADJUST ACCESS STRUCTURE CASTING-RESURFACING - EACH	2.00	\$792.38	\$1,584.76
50202 - TYPE II DEWATERING - L.S.	1.00	\$0.01	\$0.01
50203 - UNDERCUT FOR SANITARY SEWER (UNDISTRIBUTED) - C.Y.	270.00	\$73.79	\$19,923.30
50204 - UNDERCUT FOR STORM SEWER (UNDISTRIBUTED) - C.Y.	50.00	\$72.24	\$3,612.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1603.00	\$0.01	\$16.03
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	3154.00	\$0.01	\$31.54
50301 - 8" PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	906.00	\$169.50	\$153,567.00
50302 - 10" PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	461.00	\$190.32	\$87,737.52
50321 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F.	66.00	\$214.00	\$14,124.00
50322 - 10" PVC PRESSURE SANITARY SEWER PIPE - L.F.	15.00	\$235.12	\$3,526.80
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	1648.00	\$42.61	\$70,221.28
50355 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	58.00	\$52.72	\$3,057.76
50356 - RECONNECT - EACH	57.00	\$3,456.08	\$196,996.56
50357 - RECONNECT - PRESSURE PIPE - EACH	2.00	\$4,266.14	\$8,532.28
50359 - COMPRESSION COUPLING - EACH	1.00	\$1,755.26	\$1,755.26
50361 - WASTEWATER CONTROL - L.S.	1.00	\$9,462.00	\$9,462.00
50390 - SEWER ELECTRONIC MARKERS - EACH	132.00	\$48.00	\$6,336.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	455.00	\$106.22	\$48,330.10
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	207.50	\$100.90	\$20,936.75
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	382.50	\$99.40	\$38,020.50
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	26.50	\$150.06	\$3,976.59
50419 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	188.50	\$148.90	\$28,067.65
50420 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	343.00	\$163.48	\$56,073.64
50701 - 4' DIA SANITARY SAS - EACH	7.00	\$5,927.05	\$41,489.35
50723 - 3'X3' STORM SAS - EACH	7.00	\$6,235.79	\$43,650.53
50724 - 4'X4' STORM SAS - EACH	6.00	\$7,004.92	\$42,029.52
50725 - 5'X5' STORM SAS - EACH	5.00	\$7,867.55	\$39,337.75
50741 - TYPE H INLET - EACH	28.00	\$3,890.12	\$108,923.36
50768 - TERRACE INLET TYPE 3 - EACH	2.00	\$8,342.40	\$16,684.80
50771 - INTERNAL CHIMNEY SEAL - EACH	7.00	\$551.27	\$3,858.89
50791 - SANITARY SEWER TAP - EACH	1.00	\$1,581.10	\$1,581.10
50792 - STORM SEWER TAP - EACH	2.00	\$1,329.19	\$2,658.38
50795 - PRIVATE STORM SEWER LATERAL - EACH	1.00	\$1,564.96	\$1,564.96
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	7.00	\$986.05	\$6,902.35
50801 - UTILITY LINE OPENING (ULO) - EACH	22.00	\$697.61	\$15,347.42
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	165.00	\$2.50	\$412.50
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1022.00	\$10.50	\$10,731.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	137.00	\$17.00	\$2,329.00
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	2243.00	\$6.25	\$14,018.75
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	88.00	\$160.51	\$14,124.88

**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024**

CONTRACT NO. 8742

DATE: 7/18/24

**Capitol Underground, Inc.**

Item	Quantity	Price	Extension
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	63.00	\$185.88	\$11,710.44
70004 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	26.00	\$188.27	\$4,895.02
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1412.00	\$195.57	\$276,144.84
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	3.00	\$2,825.32	\$8,475.96
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$3,661.34	\$7,322.68
70033 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	1.00	\$4,844.15	\$4,844.15
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	5.00	\$5,966.58	\$29,832.90
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$7,008.19	\$14,016.38
70053 - REPLACE 1-INCH SERVICE LATERAL - EACH	9.00	\$2,883.95	\$25,955.55
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	40.00	\$1,423.25	\$56,930.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$3,603.42	\$21,620.52
70082 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$1,896.45	\$5,689.35
70090 - ABANDON WATER VALVE BOX - EACH	12.00	\$401.60	\$4,819.20
70101 - FURNISH AND INSTALL STYROFOAM - EACH	27.00	\$174.13	\$4,701.51
90001 - TEMPORARY CROSSWALK ACCESS - EACH	7.00	\$1,920.00	\$13,440.00
90002 - PAVEMENT MARKING EPOXY, SPEED HUMP ARROW - EACH	2.00	\$300.00	\$600.00
90003 - PROJECT INFORMATION SIGN - EACH	2.00	\$425.89	\$851.78
90004 - SIDEWALK CURB - L.F.	50.00	\$32.06	\$1,603.00
<b>114 Items</b>	<b>Totals</b>		<b>\$2,910,742.16</b>



Department of Public Works  
**Engineering Division**  
James M. Wolfe, P.E. City Engineer

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

**Deputy City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris J. Petykowski, P.E.  
**Deputy City Engineer**  
Kathleen M. Cryan  
**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.  
**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwig, P.E.  
**Financial Manager**  
Steven B. Danner-Rivers

**BIENNIAL BID BOND**

Capitol Underground, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2024 through February 1, 2026.

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

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

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

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

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

**PRINCIPAL**

Capitol Underground, Inc. 11/1/23  
COMPANY NAME AFFIX SEAL DATE

By: [Signature] CONTROLLER  
SIGNATURE AND TITLE

**SURETY**

Western Surety Company October 27, 2023  
COMPANY NAME AFFIX SEAL DATE

By: [Signature]  
SIGNATURE AND TITLE  
Tracy M. Krause, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 8996012 for the year 2024 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

October 27, 2023  
DATE

[Signature]  
AGENT SIGNATURE

828 John Nolen Drive  
ADDRESS

Madison, WI 53713  
CITY, STATE AND ZIP CODE

608-273-0655  
TELEPHONE NUMBER

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

## CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE

11/1/23  
\_\_\_\_\_



# 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.



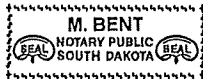
WESTERN SURETY COMPANY

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.

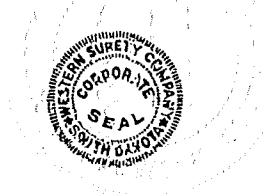
My commission expires  
March 2, 2026



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 27th day of October, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

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

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

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 27th day of August in the year Two Thousand and Twenty-Four between **CAPITOL UNDERGROUND, INC.** hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on **AUGUST 6, 2024**, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public construction.

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

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 Agreement; perform all items of work covered or stipulated in the Proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:

### RUTLEDGE STREET ASSESSMENT DISTRICT - 2024 CONTRACT NO. 8742

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 **TWO MILLION NINE HUNDRED TEN THOUSAND SEVEN HUNDRED FORTY-TWO AND 16/100 (\$2,910,742.16)** Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of this Agreement, the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.  
**B. Affirmative Action.** The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

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

and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement  
Article I

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

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

**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8742**

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

Countersigned:

CAPITOL UNDERGROUND, INC.

Company Name

David Camacho 8/7/24  
Witness Date

[Signature]  
President


8/7/24  
Date

David Camacho 8/7/24  
Witness Date

[Signature]  
Secretary

8/7/24  
Date

CITY OF MADISON

  
\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

08/27/2024


\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

08/22/2024

\_\_\_\_\_  
Date

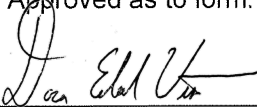
Provisions have been made to pay the liability that will accrue under this contract.

  
\_\_\_\_\_  
David P. Schmiedicke, Finance Director

08/23/2024

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
for Michael Haas, City Attorney

8/27/2024

\_\_\_\_\_  
Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00501, ID No. 84441, adopted by the Common Council of the City of Madison on Aug. 6, 2024.



**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 TWO MILLION NINE HUNDRED TEN THOUSAND SEVEN HUNDRED FORTY-TWO AND 16/100 (\$2,910,742.16) 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:

**RUTLEDGE STREET ASSESSMENT DISTRICT - 2024  
CONTRACT NO. 8742**

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

Signed and sealed this 7th day of August 2024

Countersigned:

CAPITOL UNDERGROUND, INC.

Company Name (Principal)

Danilo Camacho  
Witness

Phil Spurd  
Vice President Seal

[Signature]  
Secretary

Western Surety Company

Surety Seal

Salary Employee  Commission

By Tracy M. Krause  
Attorney-in-Fact Tracy M. Krause

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8996012 for the year 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

August 7, 2024  
Date

Tracy M. Krause  
Agent Signature

The foregoing Bond has been approved as to form:

8/27/2024

Date

A handwritten signature in black ink, appearing to read "Joan Ellen V...". The signature is written in a cursive style with a long horizontal stroke at the end.

for City Attorney Michael Haas

# Western Surety Company

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

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

**Travis J Schreiber, Tracy M Krause, Becky Jo Sawall, Individually**

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

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

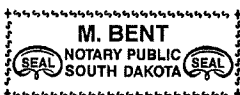
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of August, 2024.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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