

ROUTING: ~~Routine~~ *Rush* Contract Routing Form

printed on: 06/14/2017

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

Project: Hughes Place Storm Relief and Resurfacing - 2017

Contract No.: 7895  
Enactment No.: RES-17-00463  
Dollar Amount: 1,021,341.29

File No.: 47231  
Enactment Date: 06/13/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-15-2017	6-15-2017
Director of Civil Rights	6.16.17	6.20.17 FNS
Risk Manager	6.21.17	6/21/17 RN
Finance Director	6.21.17	6/27/17 mcr
City Attorney 822	6-27-17	6.27.17
Mayor	6.28.17	6.28.17

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

Original + 2 Copies

06/14/2017 13:32:49 enjls - Glen Yoerger 261-9177

Dis Rights: OK N/A / Problem - Hold  
Prev Wage: AA Agency / No  
Contract Value: 1,021,341.29  
AA Plan: APPROVED  
Amendment / Addendum # N/A  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW Goal / Loan / Agrmt



Legislation Details (With Text)

**File #:** 47231      **Version:** 1      **Name:** Awarding Public Works Contract No. 7895, Hughes Place Storm Relief and Resurfacing - 2017.

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

**File created:** 5/9/2017      **In control:** BOARD OF PUBLIC WORKS

**On agenda:** 6/6/2017      **Final action:** 6/6/2017

**Enactment date:** 6/13/2017      **Enactment #:** RES-17-00463

**Title:** Awarding Public Works Contract No. 7895, Hughes Place Storm Relief and Resurfacing - 2017.

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 7895.pdf

Date	Ver.	Action By	Action	Result
6/6/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
5/17/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
5/9/2017	1	Engineering Division	Refer	

The proposed resolution awards the contract for Hughes Place stormwater relief and resurfacing project at a total estimated cost of \$210,660. In the adopted 2017 capital budget Engineering-Major Streets has budgeted \$10,294,800 for the resurfacing of existing streets via the Pavement Management capital program (MUNIS 10540). Funding for the contract is provided by GO Borrowing and associated utilities.

- 11593-402-170:54410 (91396) - \$212,020.00
- 11493-91-200:54250 (91345) - \$164,250.00
- 11593-402-174:54445 (91345) - \$48,060.00
- 11491-84-174:54445 (91345) - \$468,050.00
- 11593-86-179:54445 (91360) - \$210,660.00

Awarding Public Works Contract No. 7895, Hughes Place Storm Relief and Resurfacing - 2017.  
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 7895) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 7895  
HUGHES PLACE STORM RELIEF AND RESURFACING - 2017

CAPITOL UNDERGROUND, INC. \$1,021,341.29

Acct. No. 11593-402-170:54410 (91396)	\$196,313.75
Contingency 8%±	<u>15,706.25</u>
Sub-Total	\$212,020.00

Acct. No. 11493-91-200:54250 (91345)	\$152,084.60
Contingency 8%±	<u>12,165.40</u>
Sub-Total	\$164,250.00

Acct. No. 11593-402-174:54445 (91345)	\$44,500.75
Contingency 8%±	<u>3,559.25</u>
Sub-Total	\$48,060.00

Acct. No. 11491-84-174:54445 (91345)	\$433,382.69
Contingency 8%±	<u>34,667.31</u>
Sub-Total	\$468,050.00

Acct. No. 11593-86-179:54445 (91360)	\$195,059.50
Contingency 8%±	<u>15,600.50</u>
Sub-Total	\$210,660.00

GRAND TOTAL	<u>\$1,103,040.00</u>
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Licensee Demographics

Name: SQUIRES, ROSS S  
 NPN: 8729812  
 Domicile State: Wisconsin  
 Domicile Country: United States  
 Resident?: Yes  
 Business Address: MIDDLETON, WI 53562-4770

License Quick View

License Class	License Status	Status Date	Effective Date	Expiration Date
Intermediary (Agent) Individual	Active	11/16/2016	01/01/2017	12/31/2018

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(608) 242-2554
Business Fax Phone	(608) 247-4324
Mailing Fax Phone	(608) 242-2560

Email

Type	E-mail
Business Email	rsquires@csdz.com
Mailing Email	rssquires@me.com

Website

Type	Website
Business URL	HAUSMANN-JOHNSON.COM

License Information

License Type: Intermediary (Agent) Individual  
 License Number: 8729812  
 License Status: Active  
 Status Date: 11/16/2016  
 First Active Date: 02/28/2006  
 Effective Date: 01/01/2017  
 Expiration Date: 12/31/2018  
 Legacy License ID: 1305390  
 Shop Exchange Authorized: No  
 Individual Exchange Authorized: No

Line Of Authority

Line Name	Qualification	School Code	Exam/Cert Date	Line Status	Status Date	Effective Date
Property	Exam		03/07/2006	Approved	11/16/2016	03/07/2006
Life	Exam		02/02/2010	Approved	11/16/2016	02/02/2010
Casualty	Exam		02/28/2006	Approved	11/16/2016	02/28/2006
Accident & Health	Exam		02/02/2010	Approved	11/16/2016	02/02/2010

Designated Responsible Licensed Producer

No results found.

Relationships

No results found.

Business Entity Affiliations

No results found.

DBA/Trade Name

No results found.

Continuing Education Information

CE Compliant: No  
 Compliance Date:  
 CE Start Date: 01/01/2017  
 CE End Date: 12/31/2018  
 Design/Over 25 years: No  
 CE Exemption Type: Not Exempt  
 CE Exemption Reason:  
 General Target: 21  
 General Credits: 0  
 Ethics Target: 3  
 Ethics Credits: 0

Q west

Company Name	FEIN	NAIC CoCode	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
Western National Assurance Company	916027948	24465	Intermediary (Agent) Individual	Property	12/01/2014	03/01/2017	02/28/2018
Western National Assurance Company	916027948	24465	Intermediary (Agent) Individual	Casualty	12/01/2014	03/01/2017	02/28/2018
Westchester Fire Insurance Company	920040526	10030	Intermediary (Agent) Individual	Casualty	04/08/2014	03/01/2017	02/28/2018
Western National Mutual Insurance Company	410430825	15377	Intermediary (Agent) Individual	Property	12/01/2014	03/01/2017	02/28/2018
Western National Mutual Insurance Company	410430825	15377	Intermediary (Agent) Individual	Casualty	12/01/2014	03/01/2017	02/28/2018
Western Surety Company	460204900	13188	Intermediary (Agent) Individual	Casualty	07/28/2014	03/01/2017	02/28/2018
Westchester Fire Insurance Company	920040526	10030	Intermediary (Agent) Individual	Property	04/08/2014	03/01/2017	02/28/2018

First Previous 1 Next Last

\$1,021,341.29  
FILE

BID OF CAPITOL UNDERGROUND, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HUGHES PLACE STORM RELIEF AND RESURFACING - 2017

CONTRACT NO. 7895

MUNIS NO. 11491

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JUNE 6, 2017

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

HUGHES PLACE STORM RELIEF AND RESURFACING - 2017  
CONTRACT NO. 7895

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This Proposal, and Agreement have  
been prepared by:

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



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

RFP: gy



## 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:	HUGHES PLACE STORM RELIEF AND RESURFACING - 2017
CONTRACT NO.:	7895
SBE GOAL	7%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 28, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	APRIL 28, 2017
BID SUBMISSION (1:00 P.M.)	MAY 5, 2017
BID OPEN (1:30 P.M.)	MAY 5, 2017
PUBLISHED IN WSJ	APRIL 21 & 28, 2017

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

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

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

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

#### STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express ([www.bidexpress.com](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 equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

## SECTION C: SMALL BUSINESS ENTERPRISE

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

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

##### 2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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



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

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

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### HUGHES PLACE STORM RELIEF AND RESURFACING - 2017 CONTRACT NO. 7895

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

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

#### **SECTION 102.12: BEST VALUE CONTRACTING**

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

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

The proposed project will construct a new storm sewer relief main on Hughes Place from Cypress Way to South Park Street and from Hughes Place to the West Badger Road and South Park Street Intersection to help alleviate flooding issues on Hughes Place and in the alley adjacent to the Villager Mall. The existing water main will also be replaced on Hughes Place from Cypress Way to South Park Street. The work includes approximately 1830 linear feet of storm sewer construction and 850 linear feet of water main construction.

The work under this contract shall include but not be limited to installation of storm sewer, water main, base preparation, spot replacement of curb and gutter, pulverizing and shaping, asphalt pavement, concrete pavement, drive aprons, spot replacement of sidewalk, topsoil placement, seeding and restoration.

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

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

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

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

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

#### **Access to Adjacent Properties**

Access to all properties must be maintained per Article 107 of the Standard Specifications. Most driveways in the project area are commercial drives and access must be maintained per Article 107 of the Standard Specifications. The Contractor shall maintain access for property owners, mail delivery and

garbage/recycling pickup for all properties in the project area. Maintain access to properties by performing the work in front of the driveways one half at a time. If a property has multiple driveways, perform work in front of each driveway while maintaining access to the other driveways.

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

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

The Contractor shall use care around all utilities to remain. All costs to protect existing pipe and structures shall be incidental to construction. If storm sewer pipe or structures that are to remain are removed and replaced to complete portions of the work under this contract, all storm sewer work shall be included in the unit price for associated work. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed. All private storm sewer discharges shall be maintained for all properties in the project area.

#### **Coordination with Adjacent Properties**

Improvements to the Villager Mall building, (2300 S Park St) will be constructed by others during the timeframe of this contract. Improvements by others include roofing work, building waterproofing work and on-site concrete improvements.

Access to perform the proposed contract work in the alley of the Villager Mall will be provided to the Contractor from August 1, 2017 to August 21, 2017. Coordinate with the management of the Villager Mall:

Off-Site Property Manager: Eric Boswell  
Office: 608-630-9284 / Cell: 608-658-6022  
Email: eboswell@sg-re.com

On-Site Property Manager / Engineer: Jamah Johnson  
Office: 608-385-5748 / Cell: 608-257-2660  
Email: jjohnson@sgtechservice.com

#### **Coordination with Private Utilities**

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. 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.

#### **Madison Gas & Electric (Gas)**

Contact Steve Beversdorf, (608) 252-1552, cell (608) 444-9620 for coordination questions regarding gas main.

#### **Madison Gas & Electric (Electric)**

Contact Rich Parker, (608) 252-7379, email: [rparker@mge.com](mailto:rparker@mge.com) for coordination questions regarding electrical facilities.

#### **AT&T**

Contact Carol Anason; office (608) 252-2385, cell (920) 475-2799 for coordination questions regarding AT&T facilities.

### **Charter Communications**

Contact Tom Payne; office (608) 288-6839, cell (608) 574-3331 to coordinate work with Charter Communications.

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

### **Meetings**

The Contractor shall attend bi-weekly construction coordination meetings for the duration of the project. These meetings will be held to coordinate with area businesses and private utilities to discuss upcoming schedule and impacts to adjacent properties. The first meeting will be held a minimum of one week prior to starting construction. The Contractor shall provide a project schedule update at each meeting so that the project schedule can be discussed by the attendees.

### **SECTION 107.6 DUST PROOFING**

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

### **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.

A traffic control plan for Badger Road is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan except as noted below. If the plan contains any contradictions to the MUTCD, the MUTCD will take precedence over the plan. Any changes to the traffic control plan must be approved by the City Traffic Engineer. Submit all traffic control change requests to the construction engineer at least 3 working days prior to an actual traffic control change. A request does not constitute approval. If the plan contains any contradictions to the MUTCD, the MUTCD will take precedence over the plan. Any changes to the traffic control plan must be approved by the City Traffic Engineer.

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

The Contractor may remove parking within the project limits as indicated on the Traffic Control Plan. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

### **Hughes Place**

Work on Hughes Place shall be phased such that access to the South Madison Police Station located at 825 Hughes Place is maintained at all times. Phase the utility construction on Hughes Place so that when work is taking place east of the Police Station driveway, Hughes Place remains open to traffic from Cypress Way to the Police Station driveway. When work is taking place west of the Police Station

driveway Hughes Place shall be open to traffic from S Park Street to the Police Station driveway. Maintain access to the Police Station on either existing pavement or compacted millings of the pulverized asphalt on Hughes Place. Hughes place may be closed to through traffic as described above for the duration of the project. Local and emergency vehicle access shall be maintained at all times.

#### **Cypress Way**

Cypress Way may be closed to through traffic, at the project limits, for the duration of the project. Do not close Cypress Way until utility work is ready to commence on Cypress Way

#### **West Badger Road**

One lane in each direction on West Badger Road shall be maintained at all times. Phase traffic as shown in the traffic control plan. Use flaggers to maintain two-way traffic during off-peak traffic hours when necessary. No lanes closures or flagging operations shall be done during the hours of 7:00am to 8:30am or 4:00pm to 5:30pm.

All ingress/egress movements from Metro driveways shall be accommodated. Traffic control placement may need to be adjusted in the field to facilitate Metro buses turning off of or onto Badger Rd from Metro's driveway.

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. One portable changeable message board will be required for each direction of traffic on W Badger Road. Contractor shall locate the portable changeable message boards as directed by the Engineer.

#### **South Park Street**

All traffic lanes on South Park Street shall remain open at all times for the duration the project.

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

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, the Contractor shall notify the City of Madison Streets Division, 266-4681, (1) working day prior to placement of the plates.

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

Contact Mark Winter City of Madison Traffic Engineering at 266-6543 for questions on this spec.

### **SECTION 107.8            NOTIFICATION WHEN CLOSING STREET**

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day 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.

**SECTION 107.10: OPENING OF SECTION OF HIGHWAY TO TRAFFIC**

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

**SECTION 108.2 PERMITS**

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

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

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

The Contractor shall refer to section 210.6 Erosion Control Implementation and Enforcement for additional information on the requirements regarding this topic.

**SECTION 109.2 PROSECUTION OF WORK**

The Contractor shall begin work on JUNE 26, 2017. The completion date for work on the Contract shall be NOVEMBER 3, 2017.

Work in the Villager Mall Alley, including final surface later of HMA pavement, shall be performed between the dates of August 1, 2017 and August 21, 2017.

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

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

**BID ITEM 20336 – PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2015 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.

One (1) – 18" plug is expected for storm sewer work.

**SECTION 210.1(d)      STREET SWEEPING**

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

**SECTION 210.6      EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

**ARTICLE 401      CRUSHED AGGREGATE BASE COURSE**

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

## **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).

### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 1830 feet of new storm sewer of various sizes ranging from 12" to 42".

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.

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

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

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

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



## SECTION 701

### PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water Utility designer for the project is Adam Wiederhoeft. He may be contacted at (608) 266-9121 or awiederhoeft@madisonwater.org.

The proposed water system improvements in this Contract include furnishing and installing approximately 850-feet of new 8-inch diameter ductile iron water main and associated valves, hydrants and service lateral connections on Hughes Pl from S Park St to Cypress Way (see Sheets W-1 to W-2). The project also includes installing one utility offset on W Badger Rd (see Sheet U-1).

Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector and will be paid under BID ITEM: 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL.

The water main construction also includes concrete work, such as curb & gutter removal and replacement at various locations, as designated on the plans. Payment shall be made only for authorized and required curb replacement in the designated areas. Additional removal and replacement work to accommodate water main construction must be authorized by the Water Utility Construction Inspector or Engineer during construction to be considered for payment.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

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

## SECTION 702

### MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except any proposed tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valves, tapping valve boxes, and the crew to perform the taps.

## SECTION 703

### CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

### ACCESS REQUIREMENTS

During all water construction activities, vehicle driveway access must be maintained, or otherwise provided by work-phasing or other temporary access measures, to all non-residential properties located along the project. Coordinate access needs, as applicable, with contacts provided in the 'Water Shut-Off and Notification Requirements' section below. This requirement and any associated work to accommodate shall be incidental to the water main construction in this contract.

### WATER SHUT-OFF AND NOTIFICATION REQUIREMENTS

In addition to the water shut-off and notification requirements in the Standard Specifications, the following requirements apply to water work under this Contract:

#### The Village on Park – 2300 S Park St

For water shut-offs affecting the Village on Park mall, provide at least ONE WEEK in advance of the anticipated service interruption, which must occur on a SUNDAY. Coordinate with both property managers to establish an agreeable date/time and mall tenant notification / communication plan.

Off-Site Property Manager: Eric Boswell  
Office: 608-630-9284 / Cell: 608-658-6022  
Email: eboswell@sg-re.com

On-Site Property Manager / Engineer: Jamah Johnson  
Office: 608-385-5748 / Cell: 608-257-2660  
Email: jjohnson@sgtechservice.com

Sunday water service interruptions will impact operations at the following locations, and possibly additional – also provide direct ONE WEEK notice and coordinate outage with the following mall tenants and minimize disturbance to existing operations to the greatest extent practical:

Madison College – South Campus – 2238 S Park St (Sunday hours: 11:30-5:00)  
General Information: (608) 243-4200  
Email: southinfo@madisoncollege.edu

Lane's Bakery & Coffee – 2304 S Park St (non-customer hours/bakery operations)  
Phone: (608) 251-0532  
Contact: Becky Lane or Chuck Lane

Yue-Wah Oriental Foods – 2328 S Park St (Sunday hours: 9:30 am – 7:30 pm)  
Phone: (608) 257-9338  
(Owner operated)

McDonald's – 2402 S Park St

For water shut-offs affecting McDonald's restaurant at 2402 S Park St, provide at least ONE WEEK in advance of the anticipated service interruption, which must occur on a SUNDAY. Coordinate with restaurant managers to establish an agreeable date/time/plan.

Restaurant Supervisor: Kris Walker  
Main: 608-251-1993 / Cell: 920-650-7330  
Corporate representative of location – Contact: Todd at 608-635-3550

South District Police Station – 825 Hughes Pl

For water shut-offs affecting the South District Police Station, provide at least TWO WORKING DAYS in advance of the anticipated service interruption, which must NOT occur between the hours of 12:00 pm and 3:00 pm, on any day. Coordinate with Captain John Patterson.

Captain John Patterson – City of Madison Police Department – South District  
Desk: 608-267-8687  
Email: jpatterson@cityofmadison.com

Early Childhood Learning Center, Inc. – 833 Hughes Pl

For water shut-offs affecting the Early Childcare Learning Center, provide at least TWO WORKING DAYS in advance of the anticipated service interruption, which must occur on a SATURDAY OR SUNDAY. Coordinate with Nisreen Madhloom or Joyce Baggel.

Nisreen Madhloom – 608-628-7450  
Joyce Baggel – 608-219-3673  
General: 608-251-8127 - Email: eclc@eclcenter.org

**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.

**BID ITEM 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL**

Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector. Refer to Section 704.10 - Method of measurement and payment in this contract shall be per each completed service replacement, and also includes abandonment of the existing curb box.

**BID ITEM 90001 – REMOVE CHAIN LINK FENCE**

**DESCRIPTION**

Work under this item shall be accomplished in accordance with Section 204 of the Wisconsin Department of Transportation Standard Specifications and as hereinafter provided.

**CONSTRUCTION METHODS**

Remove Chain Link Fence shall be constructed as shown in the plans and in accordance with Section 204 of the Wisconsin Department of Transportation Standard Specifications.

**METHOD OF MEASUREMENT**

Remove Chain Link Fence shall be measured as linear feet of Fence removed in accordance with Section 204 of the Wisconsin Department of Transportation Standard Specifications.

**BASIS OF PAYMENT**

Remove Chain Link Fence shall be paid at the contract price per linear foot, which shall be full compensation for all work, materials, equipment, and incidentals and disposal necessary to complete the work as described.

**BID ITEM 90002 – INSTALL CHAIN LINK FENCE**

**DESCRIPTION**

Work under this item shall be accomplished in accordance with Section 616.3.3-Chain Link Fence of the Wisconsin Department of Transportation Standard Specifications, as shown in the plans and as hereinafter provided. Work under this item shall include all work, materials, equipment, and incidentals required to Install Chain Link Fence in accordance with Section 616.3.3 Chain Link Fence.

**CONSTRUCTION METHODS**

Install Chain Link Fence shall be constructed as shown in the plans and in accordance with Section 616.3.3-Chain Link Fence of the Wisconsin Department of Transportation Standard Specifications.

**METHOD OF MEASUREMENT**

Install Chain Link Fence shall be measured as linear feet of fence successfully installed and accepted work.

**BASIS OF PAYMENT**

Install Chain Link Fence shall be paid at the contract price per linear foot, which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete the work as described. Note the costs for installation of (1) 4-foot wide gate in each fenced enclosure shall be incidental to the contract price per linear foot of Chain Link Fence successfully installed.

**BID ITEM 90003 – 7-INCH CONCRETE SLOPE PAVING**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to construct 7-Inch Concrete Slope Paving as shown in the plans and as hereinafter provided. The 7-Inch Concrete Slope Paving shall be constructed as shown in the plans and in accordance with Part III of the Standard Specifications for Public Works Construction.

**CONSTRUCTION METHODS**

7-Inch Concrete Slope Paving shall be constructed as shown in the plans and in accordance with Part III of the Standard Specifications for Public Works Construction.

**METHOD OF MEASUREMENT**

7-Inch Concrete Slope Paving shall be measured as square feet of concrete installed for all completed and accepted work.

**BASIS OF PAYMENT**

7-Inch Concrete Slope Paving shall be paid at the contract price per square foot, which shall be full compensation for all work, materials, reinforcing steel, equipment, and incidentals to complete the work as described.

**BID ITEM 90004- REMOVE, SALVAGE AND REINSTALL BOULDER RETAINING WALL**

**DESCRIPTION**

Work under this item shall include all work, materials, equipment, and incidentals required to Remove, Salvage and Reinstall Boulder Retaining Wall. Remove, Salvage and Reinstall Boulder Retaining Wall shall be constructed as shown in the plans and in accordance with Part II of the Standard Specifications for Public Works Construction and in accordance with S.D.D. 2.06.

**CONSTRUCTION METHODS**

Remove, Salvage and Reinstall Boulder Retaining Wall shall be constructed as shown in the plans and in accordance with Part II of the Standard Specifications for Public Works Construction.

**METHOD OF MEASUREMENT**

Remove, Salvage and Reinstall Boulder Retaining Wall shall be measured as linear feet of Boulder Retaining Wall for all completed and accepted work.

**BASIS OF PAYMENT**

Remove, Salvage and Reinstall Boulder Retaining Wall shall be paid at the contract price per linear foot, which shall be full compensation for all work, materials, equipment, and incidentals to complete the work as described.

**BID ITEM 90030 - 6'X7' STORM SAS**

**DESCRIPTION**

Work under this item includes construction of a new 6' x 7' field poured storm structure, providing and installing two (2) castings (Two R-1050-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 6' x 7' field poured SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness increased to 10" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

## **MEATHOD OF MEASUREMENT**

Structure shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

## **BASIS OF PAYMENT**

Structure shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

## **BID ITEM 90031 – 36" RCP 45 DEGREES PRECAST BEND**

### **DESCRIPTION**

Where shown on the drawings, the Contractor shall provide a 36" RCP 45 degrees pipe bend. This bend should be a precast concrete bend.

Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. Collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

### **METHOD OF MEASUREMENT**

Individual or multiple precast bend sections that are assembled to provide the total angle required will be measured for payment as a single precast bend.

### **BASIS OF PAYMENT**

36" RCP 45 Degrees Precast Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.

## **BID ITEM 90032 – 42" RCP 45 DEGREES PRECAST BEND**

### **DESCRIPTION**

Where shown on the drawings, the Contractor shall provide a 42" RCP 45 degrees pipe bend. This bend should be a precast concrete bend.

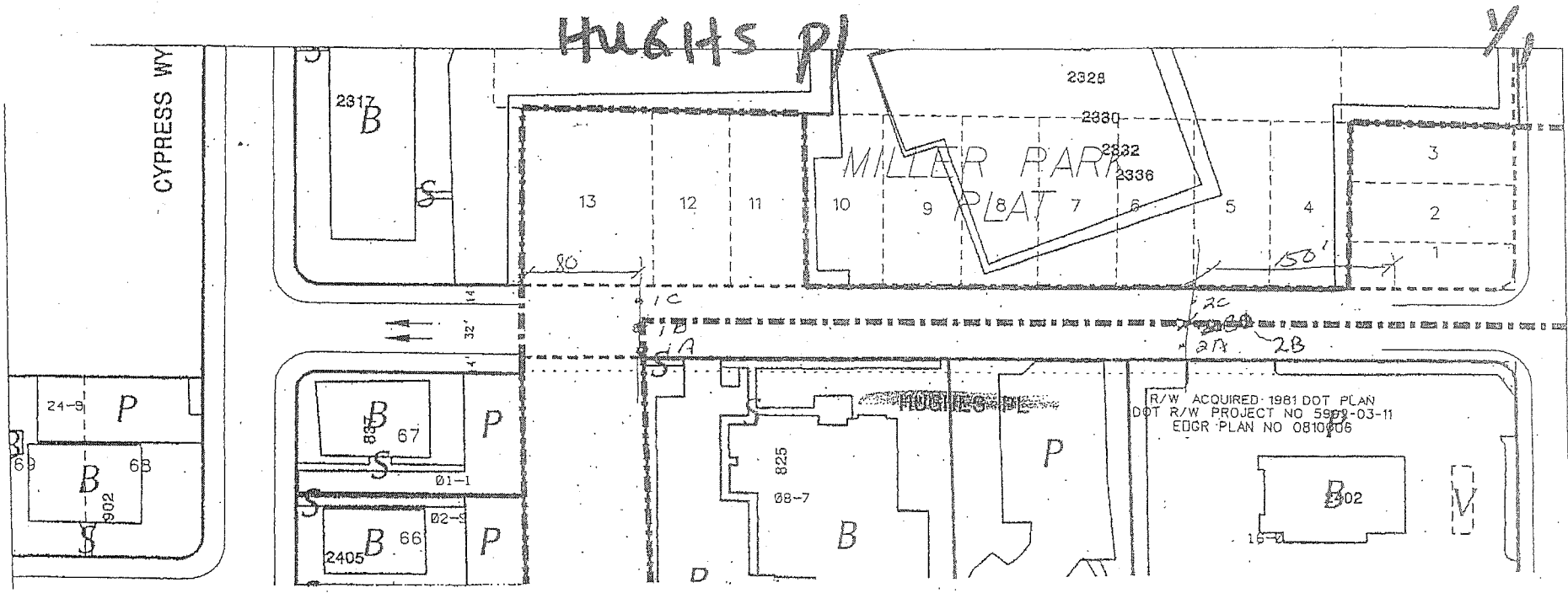
Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. Collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

### **METHOD OF MEASUREMENT**

Individual or multiple precast bend sections that are assembled to provide the total angle required will be measured for payment as a single precast bend.

**BASIS OF PAYMENT**

42" RCP 45 Degrees Precast Bend shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.



Legend

• Denotes Soil Boring Location and Number

Notes

1. Soil borings for this study were drilled by J&J Soil Testing (under subcontract to CGC) on March 31, 2003.
2. Base map provided by City of Madison.
3. Boring locations are approximate.

Scale: Unknown

DWN: -	APP'D: MNS	Date: 4/03	C03040-12
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CGC, Inc.

**SOIL BORING LOCATION MAP**  
 Hughes Place  
 Madison, Wisconsin





# LOG OF TEST BORING

Project Hughes Place  
 Location Madison, Wisconsin

Boring No. 1A  
 Surface Elevation (ft) 43.1  
 Job No. C03040-12  
 Sheet 1 of 1

3011 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1		M	AS		1" Asphalt/1.5" Deteriorated Asphalt/12" Base Course					
2	12	M	7		6" Dark Brown Clayey TOPSOIL	(1.75)				
					Stiff, Brown Lean CLAY, Trace Sand and Gravel (CL)					
3	18	M	25		Medium Dense, Brown Fine SAND, Little Silt, Trace Gravel (SP-SM)					
				5	End Boring at 5 ft  Borehole backfilled with soil cuttings					
				10						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 3/31/03 End 3/31/03  
 Driller J&J Chief JP Rig CME  
 Logger JP Editor ESF 45  
 Drill Method 6" FA

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



# LOG OF TEST BORING

Project Hughes Place  
 Location Madison, Wisconsin

Boring No. 1B  
 Surface Elevation (ft) 43.5  
 Job No. C03040-12  
 Sheet 1 of 1

3011 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1		M	AS		3" Asphalt/11" Base Course					
2	18	M	9		FILL: Mix of Dark Brown Clayey Topsoil and Brown Lean Clay Very Stiff, Brown Lean CLAY, Trace Sand & Gravel (CL)	(2.25)				
3	1	M	25 /2"		Very Dense, Brown Fine SAND, Trace Silt (SP)					
				5	End Boring at 5 ft  Borehole backfilled with soil cuttings					
				10						

## WATER LEVEL OBSERVATIONS

## GENERAL NOTES

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

Start 3/31/03 End 3/31/03  
 Driller J&J Chief JP Rig CME  
 Logger JP Editor ESF 45  
 Drill Method 6" FA

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



# LOG OF TEST BORING

Project Hughes Place  
 Location Madison, Wisconsin

Boring No. 1C  
 Surface Elevation (ft) 43.3  
 Job No. C03040-12  
 Sheet 1 of 1

3011 PERRY STREET, MADISON, WIS. 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
1			M	AS	3" Asphalt/7" Base Course					
2		12	M	7	FILL: Mix of Dark Brown Clayey Topsoil and Brown Lean Clay Very Stiff, Brown Lean CLAY, Trace Sand & Gravel (CL)	(2.25)				
3		12	M	100/14"	Very Dense, Brown Fine SAND, Trace Silt (SP)					
					End Boring at 4'8"					
					Borehole backfilled with soil cuttings					

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 3/31/03 End 3/31/03  
 Driller J&J Chief JP Rig CME  
 Logger JP Editor ESF 45  
 Drill Method 6" FA

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



# LOG OF TEST BORING

Project Hughes Place  
 Location Madison, Wisconsin

Boring No. 2A  
 Surface Elevation (ft) 34.2  
 Job No. C03040-12  
 Sheet 1 of 1

3011 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Type Pipe	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
1			M	AS	3" Asphalt/5" Base Course					
2		12	M	6	FILL: Mix of mostly Brown Lean Clay, Trace Sand, Gravel and Topsoil	(1.5-2.5)				
3		12	M	12	Medium Dense, Brown Fine SAND, Some Silt, Little Gravel (SM)	(1.5)				
4		18	M	15	End Boring at 7.5 ft  Borehole backfilled with soil cuttings					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 3/31/03 End 3/31/03  
 Driller J&J Chief JP Rig CME  
 Logger JP Editor ESF 45  
 Drill Method 6" FA

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



# LOG OF TEST BORING

Project Hughes Place  
 Location Madison, Wisconsin

Boring No. 2B  
 Surface Elevation (ft) 33.2  
 Job No. C03040-12  
 Sheet 1 of 1

3011 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE				VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	Type (PIPE)	Rec (in.)	Moist N		Depth (ft)	qu (ga) (tsf)	W	LL	PL	LI
1			M	AS	3.5" Asphalt/7" Base Course					
2		0	M	2/6"	FILL: Mix of Dark Brown Clayey Topsoil and Brown Lean Clay					
					End Boring at 1.5 ft					
					Borehole backfilled with soil cuttings					
					Note: Original boring location offset 50'E due to utilities; boring terminated at 1'6" due to presence of storm box pipe. Offsetting of boring north or south would have aligned 2B near either 2A or 2C, respectively.					

### WATER LEVEL OBSERVATIONS

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

### GENERAL NOTES

Start 3/31/03 End 3/31/03  
 Driller J&J Chief JP Rig CME  
 Logger JP Editor ESF 45  
 Drill Method 6" FA

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



# LOG OF TEST BORING

Project Hughes Place  
 Location Madison, Wisconsin

Boring No. 2C  
 Surface Elevation (ft) 34.0  
 Job No. C03040-12  
 Sheet 1 of 1

3011 PERRY STREET, MADISON, WIS. 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec. (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
1			M	AS	5	X					
1.5" Asphalt/2" Deteriorated Asphalt FILL: Gray/Brown Lean Clay											
2		12	M	8	8	Hatched	(2.25)				
Stiff to Very Stiff, Brown Lean CLAY, Trace Sand, Few Brown Thin Fine Sand Seams (CL)											
3		12	M	9	9	Hatched	(1.5)				
End Boring at 5 ft Borehole backfilled with soil cuttings											
					10						

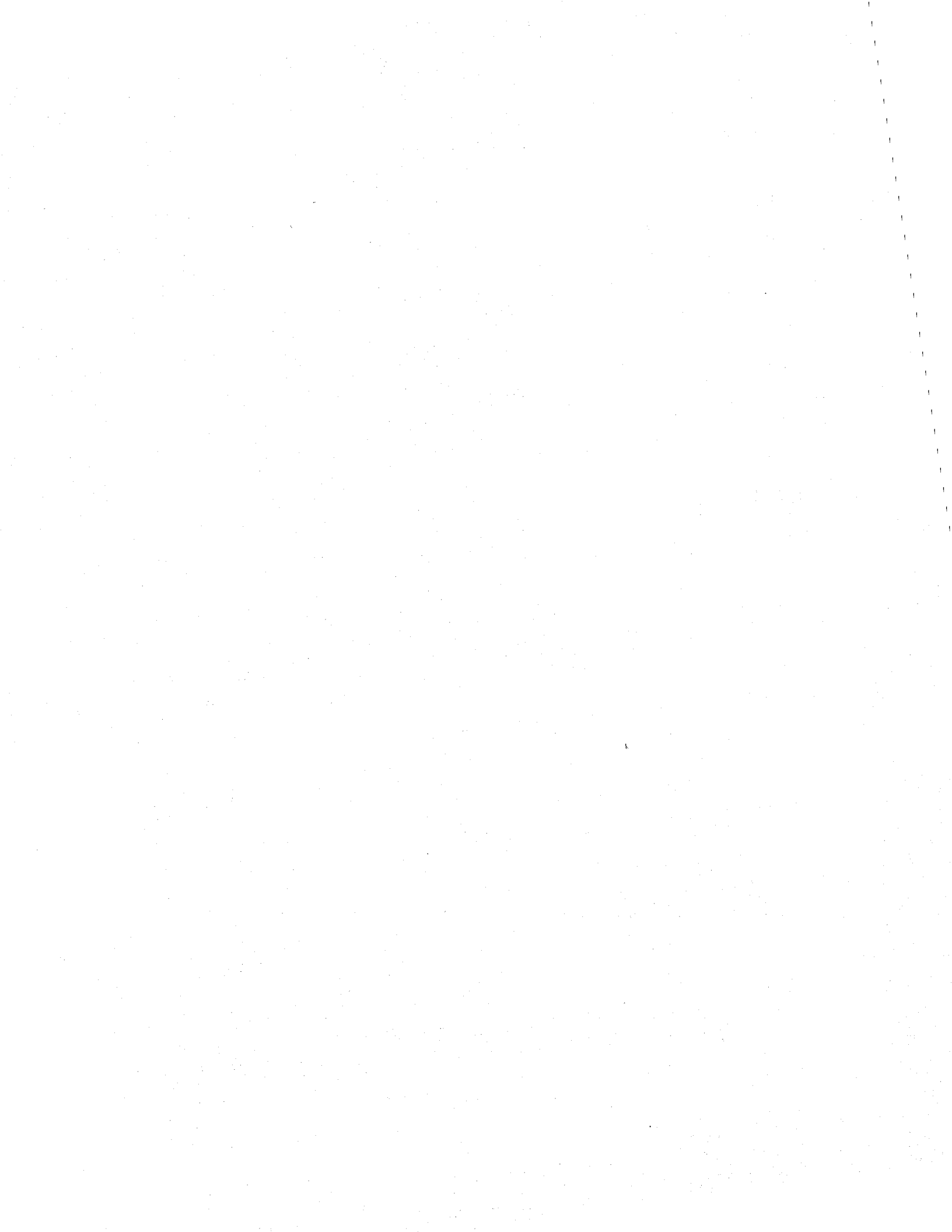
### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

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

Start 3/31/03 End 3/31/03  
 Driller J&J Chief JP Rig CME  
 Logger JP Editor ESF 45  
 Drill Method 6" FA

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





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

**Assistant City Engineer**  
 Michael R. Dailey, P.E.

**Principal Engineer 2**  
 Gregory T. Fries, P.E.

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

**Facilities & Sustainability**  
 Jeanne E. Hoffman, Manager

**Operations Manager**  
 Kathleen M. Cryan

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

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

May 3, 2017

**NOTICE OF ADDENDUM:  
 ADDENDUM 1**

**CONTRACT NO. 7895  
 HUGHES PLACE STORM RELIEF AND RESURFACING - 2017**

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

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

**PLANS:**

**REMOVE**

- Remove Sheets W-1 to W-4

**INSERT**

- Insert Sheets W-1 to W-4 (revised 4-28-17)
  - W-1: Relocate hydrant at Cypress Way and revise valves at STA 24+27.
  - W-2: Reprint to depict correct storm sewer design.
  - W-3: Revised to reflect design changes shown on sheet W-1.
  - W-4: Revised to reflect design changes shown on sheet W-1.

**SPECIAL PROVISIONS:**

None

**PROPOSAL:**

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

Action	Bid Item	Description	Quantity	Units
ADD ITEM	30131	COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE)	300.00	L.F.
ADD ITEM	30132	COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE)	300.00	L.F.
MODIFY Item Number	50791	SANITARY SEWER TAP	1	EACH
MODIFY QUANTITY	70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	90	L.F.



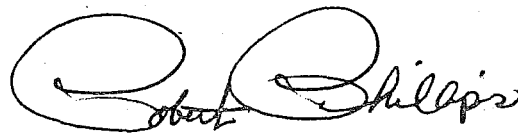
MODIFY QUANTITY	70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	840	L.F.
MODIFY QUANTITY	70031	FURNISH AND INSTALL 6-INCH WATER VALVE	6.00	EACH
MODIFY QUANTITY	70032	FURNISH AND INSTALL 8-INCH WATER VALVE	2.00	EACH
VERIFY (No Change)	70040	FURNISH, INSTALL AND SALVAGE HYDRANT	3.00	EACH
ADD ITEM	70053	REPLACE 1-INCH COPPER SERVICE LATERAL	1.00	EACH
ADD ITEM	70056	RECONNECT 1-INCH SERVICE LATERAL	4.00	EACH
VERIFY (No Change)	70080	CUT-IN-OR CONNECT TO EXISTING WATER SYSTEM	4.00	EACH
ADD ITEM	70081	FURNISH EXCAVATION AND DITCH FOR LIVE TAP	1	EACH
ADD ITEM	70082	CUT OFF EXISTING WATER MAIN	2	EACH
MODIFY QUANTITY	70090	ABANDON WATER VALVE BOX	5.00	EACH
MODIFY QUANTITY	70101	FURNISH AND INSTALL STYROFOAM	64.00	L.F.

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

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

<http://www.bidexpress.com>

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




---

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

RFP: arw

SECTION E: BIDDERS ACKNOWLEDGEMENT

HUGHES PLACE STORM SEWER RELIEF AND RESURFACING - 2017

CONTRACT NO. 7895

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.

- 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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of CAPITAL 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 PEARIE State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]  
SIGNATURE

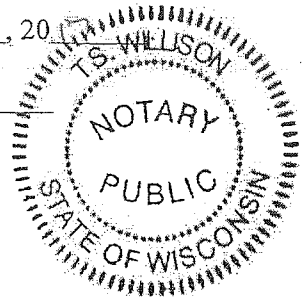
P.M.  
TITLE, IF ANY

Sworn and subscribed to before me this 5th day of MAY, 2017

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

My Commission Expires 6/6/20

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



Contract 7895 – Capitol Underground, Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) \*

I will submit Bid Express fillable online form (BVC).

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. 7895  
HUGHES PLACE STORM SEWER RELIEF AND RESURFACING - 2017

Small Business Enterprise Compliance Report

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

Cover Sheet


Prime Bidder Information

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

Prime Bidder Certification

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

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

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

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

5/5/17  
\_\_\_\_\_  
Date



HUGHES PLACE STORM RELIEF AND RESURFACING - 2017

CONTRACT NO. 7895

DATE: 5/5/2017

Capitol Underground,  
Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$6,500.00	\$6,500.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$10,340.00	\$10,340.00
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$3,850.00	\$3,850.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	50.00	\$25.00	\$1,250.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$125.00	\$1,750.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	20.00	\$6.25	\$125.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	20.00	\$6.25	\$125.00
10911.0 - MOBILIZATION - LS	1.00	\$75,000.00	\$75,000.00
20101.0 - EXCAVATION CUT - C.Y.	995.00	\$30.30	\$30,148.50
20217.0 - CLEAR STONE - TON	250.00	\$5.00	\$1,250.00
20219.0 - BREAKER RUN - TON	760.00	\$9.60	\$7,296.00
20221.0 - TOPSOIL - S.Y.	1130.00	\$2.55	\$2,881.50
20230.0 - HEAVY RIPRAP - TON	9.00	\$75.00	\$675.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	550.00	\$1.85	\$1,017.50
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	125.00	\$1.25	\$156.25
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	4.00	\$605.00	\$2,420.00
20313.0 - REMOVE INLET - EACH	4.00	\$500.00	\$2,000.00
20314.0 - REMOVE PIPE - LF	60.00	\$35.00	\$2,100.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	440.00	\$16.70	\$7,348.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	480.00	\$4.40	\$2,112.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1650.00	\$2.00	\$3,300.00
20336.1 - PIPE PLUG (STORM) - EACH	1.00	\$500.00	\$500.00
20401.0 - CLEARING - I.D.	50.00	\$27.50	\$1,375.00
20403.0 - GRUBBING - I.D.	50.00	\$27.50	\$1,375.00
20503 - ADJUST INLET - EACH	3.00	\$315.00	\$945.00
20701.0 - TERRACE SEEDING - S.Y.	1130.00	\$1.85	\$2,090.50
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$125.00	\$625.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$375.00	\$375.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$750.00	\$750.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$3,800.00	\$3,800.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	10.00	\$75.00	\$750.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	20.00	\$25.00	\$500.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	10.00	\$44.00	\$440.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	11.00	\$156.00	\$1,716.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	22.00	\$25.00	\$550.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	11.00	\$44.00	\$484.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	500.00	\$1.60	\$800.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	630.00	\$1.65	\$1,039.50
21096.0 - INLET PROTECTION TYPE B - PROVIDE & INSTALL - EACH	11.00	\$150.00	\$1,650.00
21097.0 - INLET PROTECTION TYPE B - MAINTAIN - EACH	21.00	\$25.00	\$525.00
21098.0 - INLET PROTECTION TYPE B - REMOVE - EACH	11.00	\$44.00	\$484.00
30131.0 - COLD WEATHER PROTECTION OF CONCRETE SIDEWALK & DRIVE (POLYETHYLENE) - L.F.	300.00	\$1.25	\$375.00

HUGHES PLACE STORM RELIEF AND RESURFACING - 2017

CONTRACT NO. 7895

DATE: 5/5/2017

Capitol Underground,  
Inc.

Item	Quantity	Price	Extension
30132.0 - COLD WEATHER PROTECTION OF CONCRETE CURB & GUTTER (POLYETHYLENE) - L.F.	300.00	\$1.25	\$375.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	870.00	\$21.00	\$18,270.00
30207.0 - TYPE "H" CONCRETE CURB & GUTTER - L.F.	90.00	\$39.00	\$3,510.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	925.00	\$5.50	\$5,087.50
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	1025.00	\$5.95	\$6,098.75
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	32.00	\$28.00	\$896.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	550.00	\$16.00	\$8,800.00
40201.0 - HMA PAVEMENT TYPE E-0.3 - TON	325.00	\$65.20	\$21,190.00
40203.0 - HMA PAVEMENT, TYPE E-3.0 - TON	1070.00	\$54.55	\$58,368.50
40211.0 - BITUMINOUS TACK COAT - GAL	140.00	\$1.60	\$224.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	20.00	\$53.25	\$1,065.00
40311.0 - PULVERIZE AND SHAPE - SY	3250.00	\$4.58	\$14,885.00
40367.0 - ADJUST VALVE CASTING METHOD #1 - EACH	6.00	\$325.00	\$1,950.00
40403.0 - 10 INCH CONCRETE PAVEMENT - S.Y.	475.00	\$86.20	\$40,945.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1729.00	\$0.01	\$17.29
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	326.00	\$44.50	\$14,507.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	1800.00	\$13.75	\$24,750.00
50354.0 - SANITARY SEWER LATERAL - RESURFACING - L.F.	7.00	\$155.00	\$1,085.00
50390 - SEWER ELECTRONIC MARKER - EACH	9.00	\$25.00	\$225.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	147.50	\$85.30	\$12,581.75
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	58.50	\$90.50	\$5,294.25
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	251.50	\$87.00	\$21,880.50
50405.0 - 24 INCH TYPE I STORM SEWER PIPE - L.F.	114.50	\$154.00	\$17,633.00
50409.0 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	184.00	\$177.00	\$32,568.00
50410.0 - 42 INCH TYPE I RCP STORM SEWER PIPE - L.F.	826.00	\$239.00	\$197,414.00
50422.0 - 34 INCH X 53 INCH TYPE I HERPC STORM SEWER PIPE - L.F.	35.00	\$259.00	\$9,065.00
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	112.00	\$62.00	\$6,944.00
50469.0 - 42 INCH RCP AE - EACH	1.00	\$1,740.00	\$1,740.00
50499.0 - CONCRETE COLLAR - EACH	1.00	\$721.00	\$721.00
50609.0 - 42 INCH RCP AE GATE - EACH	1.00	\$1,592.00	\$1,592.00
50723.0 - 3'X3' STORM SAS - EACH	2.00	\$5,020.00	\$10,040.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$6,072.00	\$6,072.00
50725.0 - 5'X5' STORM SAS - EACH	2.00	\$7,165.00	\$14,330.00
50726.0 - 6'X6' STORM SAS - EACH	2.00	\$11,950.00	\$23,900.00
50741.0 - TYPE H INLET - EACH	11.00	\$2,110.00	\$23,210.00
50751.0 - TYPE "H" INLET WITH SALVAGED CASTING - EACH	3.00	\$1,565.00	\$4,695.00
50761.0 - SADDLED INLET TYPE I - EACH	1.00	\$3,838.00	\$3,838.00
50791.0 - SANITARY SEWER TAP - EACH	1.00	\$1,700.00	\$1,700.00
50792.0 - STORM SEWER TAP - EACH	3.00	\$1,213.00	\$3,639.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	2.00	\$1,750.00	\$3,500.00
50795.0 - PRIVATE STORM SEWER LATERAL (12" PVC) - EACH	1.00	\$1,695.00	\$1,695.00
50801.1 - UTILITY LINE OPENING - EACH	41.00	\$700.00	\$28,700.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	750.00	\$1.20	\$900.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	600.00	\$1.20	\$720.00
60811.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 12-INCH - L.F.	80.00	\$7.00	\$560.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	350.00	\$6.60	\$2,310.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	90.00	\$8.00	\$720.00



HUGHES PLACE STORM RELIEF AND RESURFACING - 2017

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Capitol Underground,  
Inc.

Item	Quantity	Price	Extension
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	5.00	\$180.00	\$900.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	2.00	\$180.00	\$360.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	2.00	\$160.00	\$320.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	4.00	\$200.00	\$800.00
60940.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE REFLECTIVE, LINE, 4-INCH - L.F.	50.00	\$1.00	\$50.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	90.00	\$108.00	\$9,720.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	840.00	\$96.00	\$80,640.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	6.00	\$1,511.00	\$9,066.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$1,987.00	\$3,974.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	3.00	\$4,328.00	\$12,984.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	1.00	\$2,725.00	\$2,725.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	4.00	\$1,676.00	\$6,704.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$3,200.00	\$12,800.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,614.00	\$1,614.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	2.00	\$1,792.00	\$3,584.00
70090.0 - ABANDON WATER VALVE BOX - EACH	5.00	\$290.00	\$1,450.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	64.00	\$16.00	\$1,024.00
90001.0 - REMOVE CHAINLINK FENCE - LF	130.00	\$7.50	\$975.00
90002.0 - INSTALL CHAINLINK FENCE - LF	130.00	\$35.00	\$4,550.00
90003.0 - 7-INCH CONCRETE SLOPE PAVING - SF	80.00	\$32.50	\$2,600.00
90004.0 - REMOVE, SALVAGE AND REINSTALL BOULDER RETAINING WALL - LF	60.00	\$30.50	\$1,830.00
90030.0 - 6'X7' STORM SAS - EACH	1.00	\$9,290.00	\$9,290.00
90031.0 - 36" RCP 45 DEGREES PRECAST BEND - EACH	1.00	\$3,252.00	\$3,252.00
90032.0 - 42" RCP 45 DEGREES PRECAST BEND - EACH	2.00	\$3,562.00	\$7,124.00
113 Items	Totals		\$1,021,341.29





Department of Public Works  
City Engineering Division

Larry D. Nelson, P.E.  
City Engineer

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

608 266 4751

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

Principal Engineers  
Michael R. Dalley, P.E.  
Christina M. Bachmann, P.E.  
John S. Fahrney, P.E.  
Gregory T. Fries, P.E.

Facilities & Sustainability  
Jeanne E. Hoffman, Manager  
James C. Whitney, A.I.A.

Operations Supervisor  
Kathleen M. Cryan

Hydrogeologist  
Joseph L. DeMorett, P.G.

GIS Manager  
David A. Davis, R.L.S.

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through January 31, 2018.

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

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

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

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

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.  
COMPANY NAME AFFIX SEAL

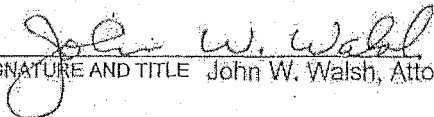
December 7, 2015  
DATE

By:   
SIGNATURE AND TITLE

**SURETY**

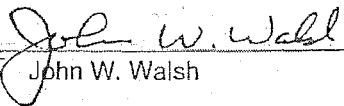
WESTERN SURETY COMPANY  
COMPANY NAME AFFIX SEAL

December 7, 2015  
DATE

By:   
SIGNATURE AND TITLE John W. Walsh, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 168955 for the year 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 7, 2015  
DATE

  
AGENT John W. Walsh  
c/o Cobb Strecker Dunphy & Zimmermann, Inc.  
4726 East Towne Blvd, Ste 230  
ADDRESS

Madison, WI 53704  
CITY, STATE AND ZIP CODE

608-242-2550  
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.

Project:

**CERTIFICATE OF BIENNIAL BID BOND**

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

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

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

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

  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12/9/15  
DATE

# Western Surety Company

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

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

**Betsy K Wright, John W Walsh, Ross S Squires, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2015.



WESTERN SURETY COMPANY

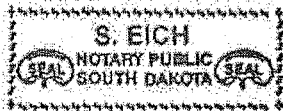
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 7<sup>th</sup> day of JUNE in the year Two Thousand and Seventeen between CAPITOL UNDERGROUND, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 6, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### HUGHES PLACE STORM RELIEF AND RESURFACING - 2017 CONTRACT NO. 7895

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION TWENTY-ONE THOUSAND THREE HUNDRED FORTY-ONE AND 29/100 (\$1,021,341.29) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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



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

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

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

HUGHES PLACE STORM RELIEF AND RESURFACING - 2017  
CONTRACT NO. 7895

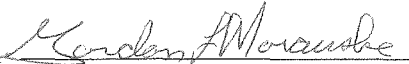
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.


Countersigned:

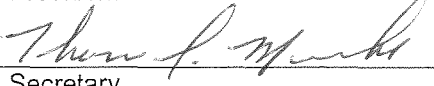
CAPITOL UNDERGROUND, INC.

Company Name

  
\_\_\_\_\_  
Witness Date 6/7/17

  
\_\_\_\_\_  
President Date 6/7/17

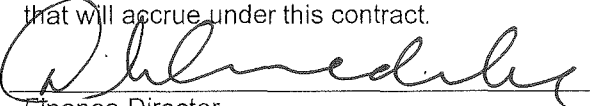
  
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Witness Date 6/7/17

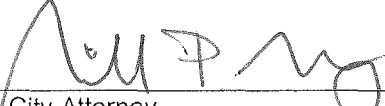
  
\_\_\_\_\_  
Secretary Date 6/7/17

CITY OF MADISON, WISCONSIN

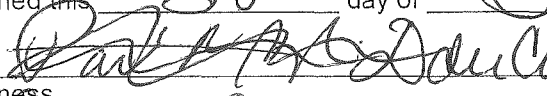
Provisions have been made to pay the liability that will accrue under this contract.

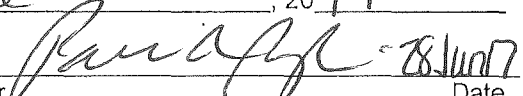
Approved as to form:

  
\_\_\_\_\_  
Finance Director

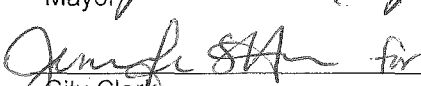
  
\_\_\_\_\_  
City Attorney

Signed this 28<sup>th</sup> day of June, 20 17

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mayor Date 6/15/17

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
City Clerk Date 6-15-17

**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we CAPITOL UNDERGROUND, INC. as principal, and WESTERN SURETY COMPANY

Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION TWENTY-ONE THOUSAND THREE HUNDRED FORTY-ONE AND 29/100 (\$1,021,341.29) 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:

**HUGHES PLACE STORM RELIEF AND RESURFACING - 2017  
CONTRACT NO. 7895**

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.

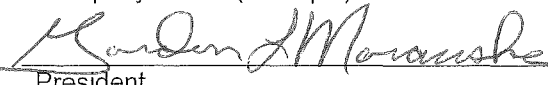
Signed and sealed this 7th day of June, 2017


Countersigned:

CAPITOL UNDERGROUND, INC.

Company Name (Principal)

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President Seal

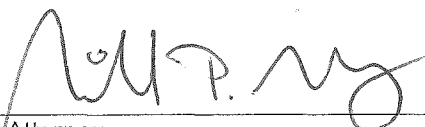
  
\_\_\_\_\_  
Secretary

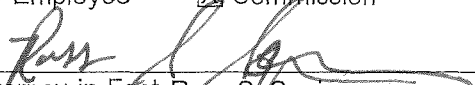
Approved as to form:

WESTERN SURETY COMPANY

Surety Seal

Salary Employee  Commission

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

By   
\_\_\_\_\_  
Attorney-in-Fact Ross S. Squires

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

June 7, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agent Signature

# Western Surety Company

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

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

**Betsy K Wright, John W Walsh, Ross S Squires, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2015.



WESTERN SURETY COMPANY

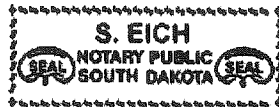
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of June, 2017.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

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

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

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