

# RUSH

## Contract Routing Form

ROUTING: Urgent Rush

printed on: 04/19/2018

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

Project: Emerson St and Lowell St Reconstruction Assessment District  
- 2018

Contract No.: 8107  
Enactment No.: RES-18-00271  
Dollar Amount: 1,833,927.86

File No.: 50825  
Enactment Date: 04/18/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4-19-2018	4-19-2018
Director of Civil Rights	4.19.18	4-19-18
Risk Manager	4/20/18	4/20/18 KAN
Finance Director	04-20-2018	4/20/18 MCR + DS
City Attorney	WAS   4-20-2018	4/20/18 PAC
Mayor	04.20.2018	04.23.2018

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

Original + 2 Copies

04/19/2018 12:25:42 enjls - Lisa Coleman 266-4093

Dis Rights: OK ~~(N/A)~~ / Problem - Hold  
Prev Wage: AA / Agency / No  
Contract Value: 1,833,927.86  
AA Plan: Approved  
Amendment / Addendum # \_\_\_\_\_  
Type: POS / Dvlp / Sbdv / Gov't /  
Grant / PW / Goal / Loan / Agrmt

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File #:	50825	Version: 1	Name:	Awarding Public Works Contract No. 8107, Emerson Street and Lowell Street Reconstruction Assessment District - 2018.
Type:	Resolution		Status:	Passed
File created:	3/6/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	4/10/2018		Final action:	4/10/2018
Enactment date:	4/18/2018		Enactment #:	RES-18-00271
Title:	Awarding Public Works Contract No. 8107, Emerson Street and Lowell Street Reconstruction Assessment District - 2018.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u><a href="#">Contract 8107.pdf</a></u>			

[History \(3\)](#)   [Text](#)

**Fiscal Note**

The proposed resolution awards the contract for the Emerson Street and Lowell Street reconstruction project. In the adopted 2018 capital budget, Engineering Major Streets has budgeted \$14.83 million within the Reconstruction Streets capital program for the replacement of deteriorated streets throughout the City (MUNIS 10226). The cost of the proposed project for the Emerson Street and Lowell Street reconstruction is estimated at \$1,980,640. Funding is provided by GO Borrowing, Special Assessments, and associated utility funding broken out as follows:

- Major Streets - \$735,620
- Stormwater Utility - \$217,220
- Sewer Utility - \$562,100
- Water Utility - \$465,700

**Title**

Awarding Public Works Contract No. 8107, Emerson Street and Lowell Street Reconstruction Assessment District - 2018.

**Body**

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the

*SM*

**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. 8107) for itemization of bids.

CONTRACT NO. 8107  
 EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT – 2018

CAPITOL UNDERGROUND, INC.

\$1,833,927.86

Acct. No. 11183-402-170:54410 (91350)	\$596,953.91
Contingency 8%±	<u>47,756.09</u>
Sub-Total	\$644,710.00

Acct. No. 11183-402-174:54445 (91345)	\$84,180.00
Contingency 8%±	<u>6,730.00</u>
Sub-Total	\$90,910.00

Acct. No. 11183-84-174:54445 (91345)	\$201,128.95
Contingency 8%±	<u>16,091.05</u>
Sub-Total	\$217,220.00

Acct. No. 11183-83-173:54445 (91345)	\$520,458.80
Contingency 8%±	<u>41,641.20</u>
Sub-Total	\$562,100.00

Acct. No. 11183-86-179:54445 (91360)	\$431,206.20
Contingency 8%±	<u>34,493.80</u>
Sub-Total	\$465,700.00

GRAND TOTAL	<u>\$1,980,640.00</u>
-------------	-----------------------

Jurisdiction: Wisconsin

Demographics

**Company Name:** Western Surety Company  
**Short Name:**  
**SBS Company Number:** 54219777  
**NAIC CoCode:** 13188  
**FEIN:** 46-0204900  
**Domicile Type:** Foreign  
**State of Domicile:** South Dakota  
**Country of Domicile:** United States  
**NAIC Group Number:** 218 - CNA INS GRP  
**Organization Type:** Stock  
**Date of Incorporation:** 07/10/1900  
**Merger Flag:** No

Address

**Business Address**

Not Available  
 Not Available, UN 99999  
 United States

**Mailing Address**

333 S WABASH AVE  
 CHICAGO, IL 60604  
 United States

**Statutory Home Office Address**

101 S Reid Ave  
 Sioux Falls, SD 57103  
 United States

**Main Administrative Office Address**

101 S Reid Ave  
 Sioux Falls, SD 57103  
 United States

Phone, E-mail, Website

**Phone**

Type	Number
Mailing Primary Phone	(312) 822-5000
Mailing Fax Phone	(312) 260-4376
Statutory Home Office Primary Phone	(312) 822-5000
Main Admin Office Primary Phone	(312) 822-5000

**Email**

No results found.

**Website**

No results found.



**Company Type**

**Company Type:** Property and Casualty  
**Status:** Active  
**Status Reason:**  
**Status Date:** 05/29/1942  
**Effective Date:** 05/29/1942  
**Legacy State ID:** 111843  
**Issue Date:** 05/29/1942  
**Approval Date:**  
**File Date:**  
**Articles of Incorporation Received:** No  
**Article No:**  
**COA Number:**

**Appointments**

Q sq

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ROSS SQUIRES	8729812	8729812	Intermediary (Agent) Individual	Casualty	07/28/2014	03/01/2018	03/15/2019

First Previous 1 Next Last

**Line Of Business**

Q Filter

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	05/29/1942
Surety Insurance	Surety Insurance	05/29/1942

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First Previous **1** Next Last

Contact

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

First Previous **1** Next Last

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Western Surety Company	

First Previous **1** Next Last





\$1,833,927.86  
FILE

BID OF CAPITOL UNDERGROUND, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018

CONTRACT NO. 8107

MUNIS NO. 11183

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON APRIL 10, 2018

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018  
CONTRACT NO. 8107**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1

SECTION B: PROPOSAL SECTION ..... B-1

SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1

SECTION D: SPECIAL PROVISIONS ..... D-1

SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1

SECTION F: BEST VALUE CONTRACTING .....F-1


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

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

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

This Proposal, and Agreement have  
been prepared by:

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



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

RFP: lc

## 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:	EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8107
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 9, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 8, 2018
BID SUBMISSION (2:00 P.M.)	MARCH 15, 2018
BID OPEN (2:30 P.M.)	MARCH 15, 2018
PUBLISHED IN WSJ	MARCH 1 & 8, 2018

SBE 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 - 2018 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

### EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8107

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

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

The work under this contract shall include, but is not limited to, installation of water main, storm sewer, sanitary sewer, earthwork, clearing & grubbing, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Emerson Street from S. Park Street to Hickory Street; and Lowell Street from W. Olin Avenue to W. Lakeside Street.

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 105.12**      **COOPERATION BY THE CONTRACTOR**

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within the contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

The project area includes removal of existing reinforced concrete pavement. Contractor shall ensure that residual reinforcement, during and following removal, is cleaned up or covered adequately so as not to produce a hazard to vehicles or pedestrians.

The City of Madison is aware of other projects anticipated to be taking place in the vicinity of this project in Summer 2018. Munis No. 11180 – Gilson Street; and Munis No. 10901– Pine Street. These projects are located approximately ¼ mile east and ¼ mile south of this project, respectively.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities 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. All other standard tree protection specifications will be strictly enforced.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area. All private storm sewer discharges shall be maintained for all properties in the project area.

Work under this contract will require coordination with private utility companies. Work in this contract will require some private utility relocations to install the public utilities. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process. The Contractor shall coordinate their work to allow access to utility companies to resolve any conflicts that may arise. Contacts for private utilities are:

John Wichern (MG&E gas) 608-252-1563 JWichern@mge.com  
Rich Parker (MG&E elec) 608-252-7379 RParker@mge.com  
Carol Anison (AT&T) 608-252-2385, 920-475-2799 ca2624@att.com  
Jon Marshke (Charter) Jon.Marschke@charter.com

Note that residents on the project may request accommodation for special needs or disabilities. Access shall be provided to these residents at all times. Properties may have construction taking place on private property during the project. The Contractor shall coordinate with these other contractors to maintain access and coordinate work as needed.

Contractor shall note that the alleys from approximately Sta 3+00 Emerson Street to Sta 22+25 Lowell Street; and from W. Lakeside Street to Sta 26+00 Lowell Street serve as access for patrons and deliveries to Park Street businesses, and as access to multiple residential driveways. Access to these alleys shall be maintained at all times, and any change in typical access must be coordinated by the Contractor with businesses, in advance of altering access.

Contractor shall note that the existing pavement on Lakeside Street is anticipated to be concrete overlaid with asphalt surface.

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

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

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

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com). The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

There are existing bus stops along W. Olin Avenue within the project area. The Contractor shall coordinate with Madison Metro before opening/closing specific bus stops. Where necessary, City Metro will provide temporary bus stop signs, and the Contractor shall coordinate with Metro on relocating any signs as necessary.

Peak hours shall be defined as 7:00am to 9:00am and 3:30pm to 5:30pm.

Work at the intersection of W. Olin Avenue/Lowell Street and at W. Lakeside Street/Lowell Street shall be done off peak hours. During peak hours and when work isn't being done, the intersections shall be plated and fully open to traffic.

At the intersection of W. Olin Avenue/Lowell Street, at least one travel lane in each direction shall be maintained at all times. At the intersection of W. Lakeside Street/Lowell Street, one lane of traffic shall be maintained at all times, with flaggers required to maintain two-way travel. Work at the intersection of W. Lakeside Street/Lowell Street shall last no longer than 7 working days.

The alley between Emerson Street and Lowell Street shall be kept open from one end at all times.

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

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

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

The 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, one working day prior to placement of the plates.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

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

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

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles. Notify residents and businesses in writing at least 72 hours prior to restricting access or closing any 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. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

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

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

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

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

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

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-266-6585 for questions on this spec.

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

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of eight 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 City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

## **SECTION 108.2      PERMITS**

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

## **SECTION 109.2            PROSECUTION OF WORK**

The Contractor shall begin work on MAY 7, 2018. The total time for completion of this contract is 116 CALENDAR DAYS.

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

## **ARTICLE 201            EXCAVATION CUT**

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, large stones and boulders, raised planting beds, pavers, planters, railroad ties, plantings, etc. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. Pavers removed from the right-of-way shall be salvaged and stockpiled on private property unless the property owner does not wish to salvage the pavers, in which case they shall be disposed of. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

## **BID ITEM 20221 – TOPSOIL**

Topsoil shall be placed a minimum of 6" thick.

## **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.

## **ARTICLE 500 SEWERS AND SEWER STRUCTURES**

The sewer designer for this project is Daniel Olivares. He may be contacted at (608) 261-9285 or daolivares@cityofmadison.com.

## **SANITARY SEWER GENERAL**

This project consists of the installation of 52' of 10" C900 pipe, 336' of 10" SDR-26, and 1632' of 8" SDR-26 pipe. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a



structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULO's) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

#### **STORM SEWER AND STRUCTURES GENERAL**

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

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. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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.

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

## SECTION 502.1(c) DEWATERING

### DEWATERING

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering, both clean and potentially contaminated.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for potentially contaminated water.

Potentially contaminated zones of groundwater may be encountered near E. Main Street. Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

Discharge potentially contaminated water to the sanitary sewer. For the purposes of this project, suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant.

Obtain a *City of Madison Permit to Discharge to the Sanitary Sewer* compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt  
City of Madison Engineering  
608.266-6432  
[meberhardt@cityofmadison.com](mailto:meberhardt@cityofmadison.com)

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the *Permit to Discharge to the Sanitary Sewer*. Submit a dewatering plan to the City of Madison for approval with the application for *Permit to Discharge to the Sanitary Sewer*.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer or the Environmental Consultant.

### CONSTRUCTION

Subsection 205.3 of the standard specifications is supplemented with the following:

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from the dewatering operations directly to a minimum 1,500-gallon holding tank to allow for settlement of large solids. Periodically pump clean water from the top of the settling tank into the storm sewer system. Periodically pump potentially contaminated water from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of potentially contaminated water discharged to the sewer system.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

#### **METHOD OF MEASUREMENT**

Dewatering of clean water will not be measured. Measure dewatering of potentially contaminated water in gallons and provide this information to the Engineer at the frequency determined by the Permit to Discharge to the Sanitary Sewer. This information will not be used as a basis for payment.

#### **PAYMENT**

Dewatering is incidental to the contract. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system. The City of Madison will pay for any disposal fees for the discharge of water to the sanitary sewer system.

### **BID ITEM 50353 - SANITARY SEWER LATERAL**

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULO) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer.

There is the potential that laterals within the project are encased in concrete. It is the Contractor's responsibility to reconnect to the existing lateral pipe, which may require chipping away to remove concrete, without incurring damage to the private lateral pipe. A compression coupling, incidental to the lateral, should be used to connect to the lateral pipe to the satisfaction of the Construction Engineer.

### **BID ITEM 50356 - RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35). Beyond 5 feet shall be paid for separately (Bid Item 50354 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

### **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 either by a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

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

The water designer for this project is:

- Pete Holmgren  
608.261.5530  
pholmgren@madisonwater.org

This project consists of water main improvements on Emerson Street, from the Park Street intersection to the Hickory Street intersection; and Lowell Street, from the Olin Avenue intersection to the West Lakeside Street intersection. This area currently consists of 6-inch cast-iron pipe from the 1920's. A general outline of the work is as follows:

- Furnish and install new 8-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing 1920's cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes and valve structures on abandoned water main and on any abandoned services.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

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

## **SECTION 703                    CONSTRUCTION METHODS**

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2018 Edition*.

### **BID ITEM 70040                    FURNISH, INSTALL AND SALVAGE HYDRANT**

The new hydrant at the Emerson and Lowell intersection shall be furnished without drain ports or have its drain ports plugged during installation, due to the expected water table level at this location.

### **BID ITEM 90001 – PRUNE TREE**

#### **DESCRIPTION**

This bid item includes all work, materials, labor, equipment and incidentals necessary to prune existing trees as needed to perform the work under this contract without causing damage to the existing trees. There are several trees within the project limits that potentially have limbs hanging out into the work zone; however, due to the location of the tree on private property, City Forestry is unable to perform the pruning prior to construction.

Prior to performing any pruning, the Contractor shall first verify with the Engineer that pruning is necessary. All pruning work shall be performed in accordance with the City of Madison Standard Specifications Section 209.4(e) and Standard Detail Drawing 2.05. The Contractor shall limit the pruning to only what is absolutely necessary to perform the work under this contract, but the amount of pruning should be sufficient so that no limbs are damaged while performing the work. The pruning on any tree shall be limited to a maximum height of 14 ft. The Contractor shall have a certified arborist on site while performing any tree pruning, and the arborist shall direct the pruning activities.

The Contractor shall also note that some species of trees may not be pruned at the time of year that this work is to take place. If the Contractor encounters any of these types of trees, work shall be performed around the tree without any pruning.

**METHOD OF MEASUREMENT**

Prune Tree shall be measured by each tree acceptably pruned.

**BASIS OF PAYMENT**

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

**BID ITEM 90002 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS**

**DESCRIPTION**

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

**METHOD OF MEASUREMENT**

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

**BASIS OF PAYMENT**

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

**BID ITEM 90003 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES**

**DESCRIPTION**

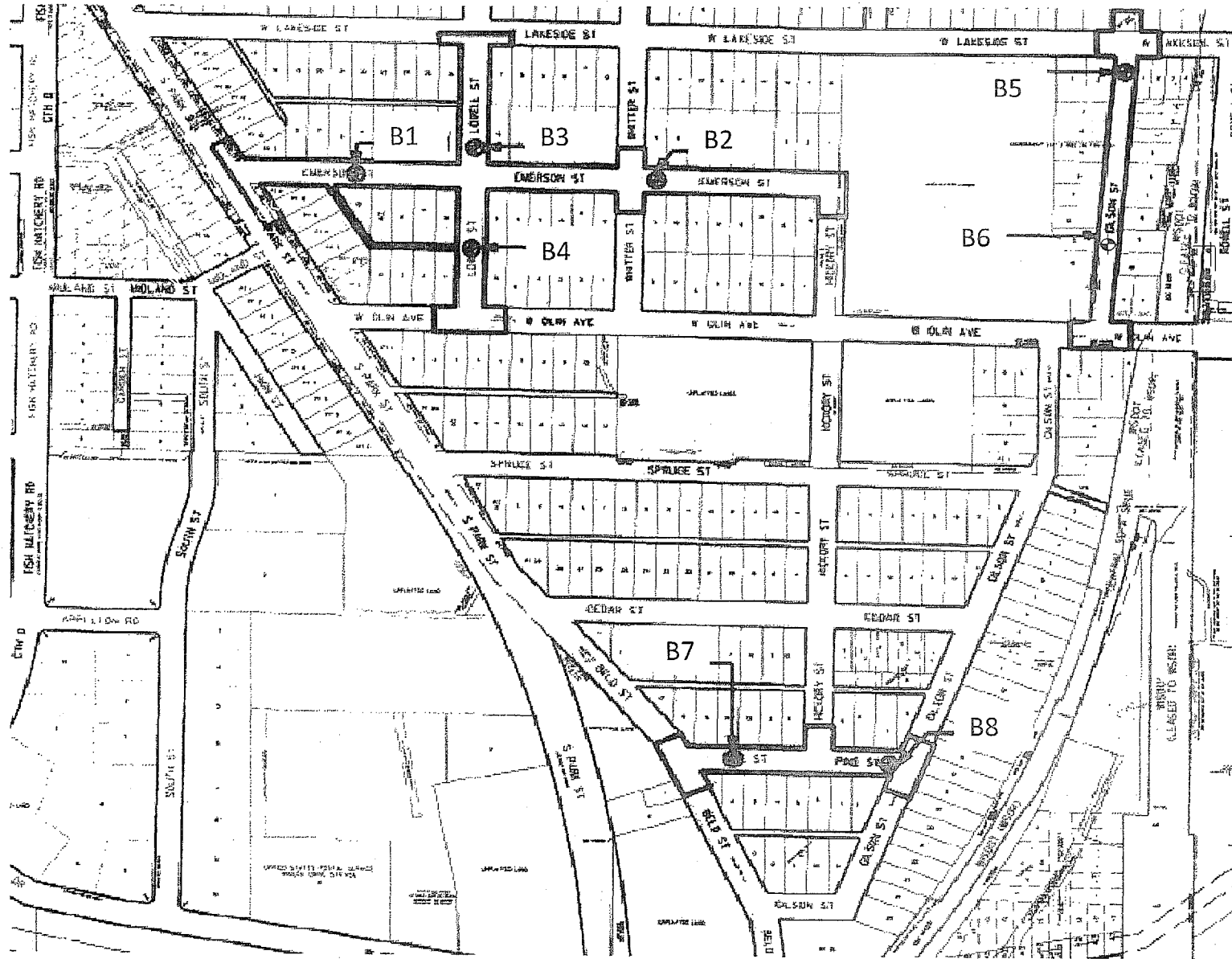
This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

**METHOD OF MEASUREMENT**

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

**BASIS OF PAYMENT**

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.



**Legend**

⊕ Denotes Boring Location



**Notes**

1. Soil borings performed by Badger State Drilling in October 2017 (B1-B6) or November 2015 (B7 and B8)
2. Boring locations are approximate.

Scale: Reduced

<p>Date: 11/2017</p>		<p><b>Soil Boring Location Plan</b> <b>Emerson Street Area</b> <b>Madison, WI</b></p>
<p>Job No. C17051-37</p>		



# LOG OF TEST BORING

Project Emerson Street Area  
 Location Emerson: 300'W of Lowell, 8'S of CL  
Madison, WI

Boring No. 1  
 Surface Elevation (ft) 854±  
 Job No. C17051-37  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					X	8 in. Concrete Pavement/6 in. Base Course				
1		18	M	9	X	FILL: Loose to Medium Dense, Brown to Dark Brown Sand with Silt, Gravel and Clay				
2		18	M	10	X					
3		18	W	11	X					
4		14	W	19	X	Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)				
5		18	W	23	X	Medium Dense, Light Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
6		18	W	8	X	Stiff, Gray Lean CLAY (CL)				
					X	End of Boring at 15 ft				
					X	Backfilled with Bentonite Chips and Asphalt Patch  (N 43° 03.302', W 89° 23.784')				

WATER LEVEL OBSERVATIONS				GENERAL NOTES					
While Drilling	∇ 6.0'	Upon Completion of Drilling	8.5'	Start	10/25/17		End	10/25/17	
Time After Drilling			15 Min.	Driller	BSD		Chief	MC	
Depth to Water			8.5' ∇	Logger	DD		Editor	ESF	
Depth to Cave in			9'	Drill Method	2-1/4" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									





# LOG OF TEST BORING

Project Emerson Street Area  
 Emerson: 160'E of Whitler, 6'N of CL  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) 859±  
 Job No. C17051-37  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					8 in. Concrete Pavement/6 in. Base Course					
1	18	M	5		FILL: Loose, Brown to Dark Brown Sand with Silt, Gravel and Clay					
2	16	M	11	5	Medium Dense, Light Brown Fine to Medium SAND, Some Silt, Trace to Little Gravel (SM - Possible Fill)					
3	14	M	14		Medium Dense, Light Brown Fine SAND, Trace to Little Silt, Some Gravel (SP/SP-SM)					
4	18	M	18	10	Medium Stiff to Stiff, Light Brown Lean CLAY, Occasional Sand Partings (CL)	(1.0)				
5	18	W	13		Thin (<1/4 in.) sand seams noted near 12 ft	(1.0)				
6	14	W	19	15	Medium Dense, Light Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
				20	End of Boring at 15 ft  Backfilled with Bentonite Chips and Asphalt Patch  (N 43° 03.303', W 89° 23.594')					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  12.0'      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_      15 Min.  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_ 9'

Start 10/25/17 End 10/25/17  
 Driller BSD Chief MC Rig CME-55  
 Logger DD Editor ESF  
 Drill Method 2-1/4" HSA; Autohammer

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



# LOG OF TEST BORING

Project Emerson Street Area  
 Lowell: 105'N of Emerson, 9'W of CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 852±  
 Job No. C17051-37  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	8 in. Concrete Pavement/7 in. Base Course				
1		18	M	10	10	FILL: Loose to Medium Dense, Brown to Dark Brown Sand with Silt, Gravel and Clay to 3 ft				
2		18	W	6	6	Loose, Light Brown to Gray Sand with Trace Silt to 5.5 ft				
3		18	W	6	6	Soft to Very Soft, Dark Brown to Black Organic CLAY, Some Sand				
4		18	W	3	3	Very Loose, Gray Clayey Fine SAND (SC)				
5		18	W	6	6	Loose, Gray Fine to Medium SAND, Little to Some Silt (SP-SM/SM)				
6		18	W	15	15	Medium Dense, Gray Clayey Fine SAND (SC)				
					15	End of Boring at 15 ft				
					15	Backfilled with Bentonite Chips and Asphalt Patch  (N 43° 03.329', W 89° 23.717')				
					20					

### WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  3.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 15 Min.  
 Depth to Water \_\_\_\_\_ 5.5'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 5.5'

### GENERAL NOTES

Start 10/25/17 End 10/25/17  
 Driller BSD Chief MC Rig CME-55  
 Logger DD Editor ESF  
 Drill Method 2-1/4" HSA; Autohammer

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



# LOG OF TEST BORING

Project Emerson Street Area  
 Location Lowell: 200'S of Emerson, 8'W of CL  
Madison, WI

Boring No. 4  
 Surface Elevation (ft) 854±  
 Job No. C17051-37  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	w	LL	PL
					0	8 in. Concrete Pavement/6 in. Base Course				
1	S	18	M	7	1	FILL: Loose, Brown to Dark Brown Sand with Silt, Gravel and Clay				
2	S	18	M	10	5	Very Stiff, Gray to Brown (Mottled), Lean CLAY, Some Sand (CL)				
3	S	18	M	7	7	Loose, Brown Silty Fine SAND, Trace to Little Clay and Gravel (SM)				
4	S	18	W	24	10	Medium Dense, Light Brown Fine SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
5	S	18	W	15	12	Medium Dense, Light Brown Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM)				
6	S	18	W	11	15	Stiff, Gray Lean CLAY (CL)				
					15	End of Boring at 15 ft				
					20	Backfilled with Bentonite Chips and Asphalt Patch  (N 43° 03.272', W 89° 23.714')				

WATER LEVEL OBSERVATIONS				GENERAL NOTES			
While Drilling	▽ 8.5'	Upon Completion of Drilling	7'	Start	10/25/17	End	10/25/17
Time After Drilling			15 Min.	Driller	BSD	Chief	MC
Depth to Water			7' ▽	Rig	CME-55		
Depth to Cave in			8.5'	Logger	DD	Editor	ESF
				Drill Method	2-1/4" HSA; Autohammer		
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>							

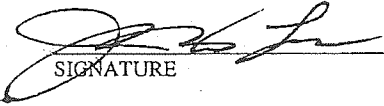
SECTION E: BIDDERS ACKNOWLEDGEMENT

EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018

CONTRACT NO. 8107

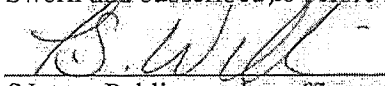
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 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.      through      issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- 2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- 3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- 4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- 5. I hereby certify that all statements herein are made on behalf of CAPITOL UNDERGROUND, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of     ; an individual trading as     ; of the City of SUN PRAIRIE State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

  
SIGNATURE

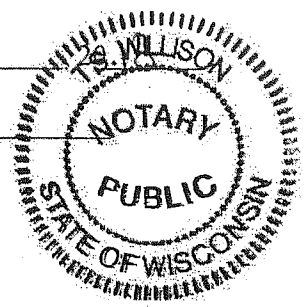
P.M.  
TITLE, IF ANY

Sworn and subscribed to before me this 15th day of March

  
(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 8103 – 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. 8107  
EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018**

**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.
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

MAR. 15, 2018  
\_\_\_\_\_  
Date

**CONTRACT NO. 8107  
EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018**

**Small Business Enterprise Compliance Report**

**Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
NEIL SCHLOUGH TRUCKING AND	TRUCKING	8 %
OTHER SBE TRUCKING WHEN AVAILABLE		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>8</u> %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%

Subtotal Contractors who are suppliers: \_\_\_\_\_ % x 0.6 = \_\_\_\_\_ % (discounted to 60%)

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



EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8107

DATE: 3/15/18

Capitol Underground, Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$2,600.00	\$2,600.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	30.00	\$25.00	\$750.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	21.00	\$125.00	\$2,625.00
10801.0 - ROOT CUTTING - CURB AND GUTTER - L.F.	150.00	\$5.40	\$810.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	150.00	\$5.40	\$810.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$180,000.00	\$180,000.00
20101.0 - EXCAVATION CUT C.Y.	4117.00	\$21.64	\$89,091.88
20130.0 - UNDERDRAIN - L.F.	900.00	\$14.40	\$12,960.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1235.00	\$1.11	\$1,370.85
20219.0 - BREAKER RUN - TON	2060.00	\$9.42	\$19,405.20
20221.0 - TOPSOIL - S.Y.	3950.00	\$2.90	\$11,455.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	166.00	\$2.00	\$332.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	197.00	\$1.35	\$265.95
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	6227.00	\$0.48	\$2,988.96
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	3968.00	\$2.79	\$11,070.72
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	14570.00	\$1.20	\$17,484.00
20401.0 - CLEARING - I.D.	150.00	\$69.00	\$10,350.00
20406.0 - GRUBBING - I.D.	150.00	\$32.00	\$4,800.00
20701.0 - TERRACE SEEDING - S.Y.	3950.00	\$1.80	\$7,110.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3950.00	\$1.45	\$5,727.50
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	3845.00	\$15.30	\$58,828.50
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	125.00	\$19.42	\$2,427.50
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	150.00	\$36.20	\$5,430.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	7265.00	\$5.41	\$39,303.65
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	8360.00	\$5.92	\$49,491.20
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	176.00	\$28.00	\$4,928.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	2225.00	\$15.30	\$34,042.50
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	3035.00	\$15.30	\$46,435.50
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	1300.00	\$61.00	\$79,300.00
40218.0 - TACK COAT - GAL	620.00	\$3.00	\$1,860.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	50.00	\$27.00	\$1,350.00
60880.0 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F.	200.00	\$1.00	\$200.00
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	200.00	\$1.50	\$300.00
60889.0 - PAVEMENT MARKING REMOVAL, SYMBOL, BIKE LANE - EACH	3.00	\$75.00	\$225.00
60970.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, LINE, 4-INCH - L.F.	100.00	\$1.00	\$100.00
60971.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, DOUBLE LINE, 4-INCH - L.F.	500.00	\$2.00	\$1,000.00
60975.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, LINE, 24-INCH - L.F.	50.00	\$6.00	\$300.00
90001.0 - PRUNE TREE - EACH	5.00	\$265.00	\$1,325.00

**EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018**

CONTRACT NO. 8107

DATE: 3/15/18

Capitol Underground, Inc.

Item	Quantity	Price	Extension
90002.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	50.00	\$25.00	\$1,250.00
90003.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	50.00	\$5.00	\$250.00
20217.0 - CLEAR STONE - TON	680.00	\$3.60	\$2,448.00
21002.0 - EROSION CONTROL INSPECTION - EACH	6.00	\$150.00	\$900.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$420.00	\$840.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	4.00	\$540.00	\$2,160.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,520.00	\$4,520.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	6.00	\$216.00	\$1,296.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	10.00	\$90.00	\$900.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	10.00	\$24.00	\$240.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH	10.00	\$36.00	\$360.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	21.00	\$144.00	\$3,024.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	21.00	\$24.00	\$504.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	21.00	\$36.00	\$756.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	384.00	\$68.00	\$26,112.00
50741.0 - TYPE H INLET - EACH	17.00	\$2,360.00	\$40,120.00
20313.0 - REMOVE INLET - EACH	9.00	\$321.00	\$2,889.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	5.00	\$1,184.00	\$5,920.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	5.00	\$530.00	\$2,650.00
21110.0 - TERRACE RAIN GARDEN - S.F.	280.00	\$17.45	\$4,886.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1295.00	\$0.01	\$12.95
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	103.00	\$67.00	\$6,901.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	58.00	\$75.00	\$4,350.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	39.00	\$94.00	\$3,666.00
50406.0 - 27 INCH TYPE I RCP STORM SEWER PIPE - L.F.	400.00	\$92.00	\$36,800.00
50421.0 - 29 INCH X 45 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	311.00	\$133.00	\$41,363.00
50723.0 - 3'X3' STORM SAS - EACH	3.00	\$3,720.00	\$11,160.00
50724.0 - 4'X4' STORM SAS - EACH	4.00	\$4,340.00	\$17,360.00
50725.0 - 5'X5' STORM SAS - EACH	3.00	\$4,810.00	\$14,430.00
50792.0 - STORM SEWER TAP - EACH	4.00	\$1,100.00	\$4,400.00
50801.0 - UTILITY LINE OPENING - EACH	18.00	\$630.00	\$11,340.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION - LUMP SUM	1.00	\$2,710.00	\$2,710.00
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F.	4740.00	\$0.01	\$47.40
50226.0 - UTILITY TRENCH PATCH TYPE III - T.F.	50.00	\$120.00	\$6,000.00
50301.0 - 8 INCH PVC SANITARY SEWER PIPE - L.F.	1632.00	\$107.70	\$175,766.40
50302.0 - 10 INCH PVC SANITARY SEWER PIPE - L.F.	336.00	\$116.00	\$38,976.00
50322.0 - 10 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	52.00	\$177.00	\$9,204.00
50353.0 - SANITARY SEWER LATERAL - L.F.	2720.00	\$22.00	\$59,840.00
50356.0 - RECONNECT - EACH	54.00	\$1,943.00	\$104,922.00
50359.0 - COMPRESSION COUPLING - EACH	1.00	\$475.00	\$475.00
50701.0 - 4' DIA. SANITARY SAS - EACH	14.00	\$2,820.00	\$39,480.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	12.00	\$420.00	\$5,040.00
50791.0 - SANITARY SEWER TAP - EACH	4.00	\$1,230.00	\$4,920.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	35.00	\$174.00	\$6,090.00

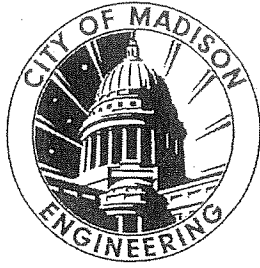
EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8107

DATE: 3/15/18

Capitol Underground, Inc.

Item	Quantity	Price	Extension
10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM	1.00	\$2,715.00	\$2,715.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	120.00	\$105.00	\$12,600.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2180.00	\$106.00	\$231,080.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	4.00	\$1,700.00	\$6,800.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	11.00	\$2,236.00	\$24,596.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	3.00	\$4,450.00	\$13,350.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	5.00	\$2,411.00	\$12,055.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	42.00	\$1,425.00	\$59,850.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$3,044.00	\$18,264.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	1.00	\$1,659.00	\$1,659.00
70090.0 - ABANDON WATER VALVE BOX - EACH	4.00	\$180.00	\$720.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	6.00	\$420.00	\$2,520.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	112.00	\$15.60	\$1,747.20
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	15.00	\$569.00	\$8,535.00
20314.0 - REMOVE PIPE - L.F.	503.00	\$24.00	\$12,072.00
20336.0 - PIPE PLUG - EACH	30.00	\$190.00	\$5,700.00
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$100.00	\$100.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	143.00	\$24.00	\$3,432.00
<b>100 Items</b>	<b>Totals</b>		<b>\$1,833,927.86</b>



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**  
Gregory T. Fries, P.E.  
Kathleen M. Cryan  
**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahmey, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Eric L. Dundee, P.E.  
**Facilities & Sustainability**  
Jeanne E. Hoffman, Manager  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

### Capitol Underground, Inc.

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

### Western Surety Company

a corporation of the State of 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, 2018 through January 31, 2020.

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, 2017  
 DATE

By: [Signature]  
 SIGNATURE AND TITLE

**SURETY**

WESTERN SURETY COMPANY  
 COMPANY NAME AFFIX SEAL

December 7, 2017  
 DATE

By: [Signature]  
 SIGNATURE AND TITLE Ross S. Squires, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 8729812 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 7, 2017  
 DATE

[Signature]  
 AGENT SIGNATURE Ross S. Squires

c/o Cobb Strecker Dunphy & Zimmermann, Inc.  
1600 Aspen Commons, Suite 990  
 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.

## CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2018 to January 31, 2020
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

12/13/17  
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, Ross S Squires, Richard O Gibbs, Tina L Domask, Allison M Hill,  
Individually**

of Middleton, 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 October, 2017.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

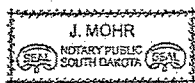
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of October, 2017, 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

June 23, 2021



*J. Mohr*

J. Mohr, 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, 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.



## SECTION H: AGREEMENT

THIS AGREEMENT made this 11<sup>th</sup> day of April in the year Two Thousand and Eighteen 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 APRIL 10, 2018, 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:

### EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8107

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 EIGHT HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED TWENTY-SEVEN AND 86/100 (\$1,833,927.86) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement

##### Article I

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

##### Article II

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

##### Article III

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

##### Article V

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

##### Article VI

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

##### Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.

**EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018  
CONTRACT NO. 8107**

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

S. Will      3/29/18  
Witness                      Date

[Signature]      4/11/18  
President                      Date

S. Will      3/29/18  
Witness                      Date

[Signature]      4/11/18  
Secretary                      Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]  
Finance Director

[Signature]  
City Attorney

Signed this 23<sup>rd</sup> day of April

, 20 18

[Signature]  
Witness

[Signature]      23 April 2018  
Mayor                      Date

[Signature]  
Witness

[Signature]      4-19-2018  
City Clerk                      Date

**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, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED TWENTY-SEVEN AND 86/100 (\$1,833,927.86) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**EMERSON STREET AND LOWELL STREET RECONSTRUCTION ASSESSMENT  
DISTRICT - 2018  
CONTRACT NO. 8107**

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 11th day of April, 2018

Countersigned: CAPITOL UNDERGROUND, INC.  
Company Name (Principal)

[Signature]  
Witness u/sca Thom [Signature] President Seal

[Signature]  
Secretary

Approved as to form: Western Surety Company  
Surety Seal

Salary Employee  Commission

[Signature]  
City Attorney

By [Signature]  
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 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 23, 2018  
Date

[Signature]  
Agent Signature Ross S. Squires

# 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, Ross S Squires, Richard O Gibbs, Tina L Domask, Allison M Hill,  
Individually**

of Middleton, 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 October, 2017.



WESTERN SURETY COMPANY

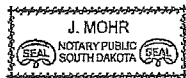
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of October, 2017, 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

June 23, 2021



J. Mohr, 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 11th day of April 2018 .



WESTERN SURETY COMPANY

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.