

Contract Routing Form

ROUTING: Routine

printed on: 11/09/2017

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

Project: N Hancock Street Reconstruction Assessment District - 2018

Contract No.: 7999
 Enactment No.: RES-17-00862
 Dollar Amount: 1,411,557.50

File No.: 49174
 Enactment Date: 11/03/2017

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|-----------------|--------------|
| City Clerk | 11-9-17 | 11-9-17 |
| Director of Civil Rights | 11.10.17 | 11.14.17 FNS |
| Risk Manager | 11.15.17 | 11.15.17 mcl |
| Finance Director | 11.15.17 | 11/16/17 mcl |
| City Attorney | 1481 11-17-17 | 11-20-17 |
| Mayor | 11.20.17 | 11.20.17 |

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

Original + 0 Copies

11/09/2017 14:57:21 enjls - LeAnne Hannan 266-4057

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 1,411,557.50
 AA Plan: Approved
 Amendment / Addendum # N/A
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt

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Details Reports

| | | | | |
|-----------------|---|------------|---------------|---|
| File #: | 49174 | Version: 1 | Name: | Awarding Public Works Contract No. 7999, N. Hancock Street Reconstruction Assessment District - 2018. |
| Type: | Resolution | | Status: | Passed |
| File created: | 10/11/2017 | | In control: | <u>BOARD OF PUBLIC WORKS</u> |
| On agenda: | 10/31/2017 | | Final action: | 10/31/2017 |
| Enactment date: | 11/3/2017 | | Enactment #: | RES-17-00862 |
| Title: | Awarding Public Works Contract No. 7999, N. Hancock Street Reconstruction Assessment District - 2018. | | | |
| Sponsors: | <u>BOARD OF PUBLIC WORKS</u> | | | |
| Attachments: | 1. <u>Contract 7999.pdf</u> | | | |

History (3) Text

Fiscal Note

The proposed resolution awards the contract for the Hancock Street reconstruction project at a total cost of \$1,524,480. This project is funded within the Engineering-Major Streets 2017 adopted capital budget via the Reconstruction Streets capital program (MUNIS 11469). Funding is provided by GO borrowing, special assessments, and associated utility funding. The cost of the project is assigned amongst agencies as follows:

- Major Streets - \$709,960
- Sewer Utility - \$386,510
- Water Utility - \$428,010

Title

Awarding Public Works Contract No. 7999, N. Hancock 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 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. 7999) for itemization of bids.

CONTRACT NO. 7999
 N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CAPITOL UNDERGROUND, INC.

\$1,411,557.50

| | |
|--------------------------------------|---------------------------|
| Acct. No. 11469-402-170:54410(91350) | \$395,066.30 |
| Contingency 8%± | <u>31,603.70</u> |
| Sub Total | \$426,670.00 |
| Acct. No. 11469-402-177:54435(91232) | \$69,540.00 |
| Contingency 8%± | <u>5,560.00</u> |
| Sub Total | \$75,100.00 |
| Acct. No. 11469-402-176:54430(96882) | \$15,285.00 |
| Contingency 8%± | <u>1,225.00</u> |
| Sub Total | \$16,510.00 |
| Acct. No. 11469-402-174:54445(91345) | \$177,480.46 |
| Contingency 8%± | <u>14,199.54</u> |
| Sub Total | \$191,680.00 |
| Acct. No. 11469-83-173:54445(91345) | \$357,876.24 |
| Contingency 8%± | <u>28,633.76</u> |
| Sub Total | \$386,510.00 |
| Acct. No. 11469-86-179:54445(91360) | \$396,309.50 |
| Contingency 8%± | <u>31,700.50</u> |
| Sub Total | \$428,010.00 |
| GRAND TOTAL | <u>\$1,524,480.00</u> |

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 ROSS

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|----------------|----------------|---------|---------------------------------|-------------------|------------------|----------------|-----------------|
| ROSS DANIELSON | 293921 | 293921 | Intermediary (Agent) Individual | Casualty | 10/10/2013 | 03/01/2017 | 02/28/2018 |
| ROSS SQUIRES | 8729812 | 8729812 | Intermediary (Agent) Individual | Casualty | 07/28/2014 | 03/01/2017 | 02/28/2018 |

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 |
| Liability and Incidental Medical Expense Insurance (other than automobile) | Liability and Incidental Medical Expense Insurance (other than automobile) | 05/29/1942 |

First Previous 1 Next Last

Contact

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

Company Merger

No results found.

Name Change History

| Previous Name | New Name | Effective Date |
|---------------|------------------------|----------------|
| | Western Surety Company | |

\$1,411,557.50
FILE

BID OF CAPITOL UNDERGROUND, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 7999

MUNIS NO. 11469

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON OCTOBER 31, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018
CONTRACT NO. 7999**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: lh

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: | N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 |
| CONTRACT NO.: | 7999 |
| SBE GOAL | 8% |
| BID BOND | 5% |
| SBE PRE BID MEETING (1:00 P.M.) | SEPTEMBER 29, 2017 |
| PREQUALIFICATION APPLICATION DUE (1:00 P.M) | SEPTEMBER 29, 2017 |
| BID SUBMISSION (1:00 P.M.) | OCTOBER 6, 2017 |
| BID OPEN (1:30 P.M.) | OCTOBER 6, 2017 |
| PUBLISHED IN WSJ | SEPTEMBER 22 & SEPTEMBER 29 |

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. 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.

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

STANDARD SPECIFICATIONS

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

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/Business/PW/specs.cfm.

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). 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. 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

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/aaTBDir.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/aaTBDir.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

N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 7999

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main and reconnection of water services, sanitary sewer mains and laterals, storm sewer, pedestrian scale street lights, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are N. Hancock Street from E. Johnson St. to E. Washington Ave. . The total street project length is approximately 966 lineal feet.

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

SECTION 104.6 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews and may need to work on weekends in order to complete the work under this contract within the allowable contract duration. It is also expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan and the restoration and erosion control requirements.

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. The Contractor shall be aware that there are properties with landscaping and other features near the work area; the contractor shall not remove these items unless specifically called out on the plans. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The Contractor shall 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.

Tree impacts associated with this project are minimal. The Contractor shall use care while working near existing trees and all standard tree protection specifications shall be strictly enforced.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

Utility Coordination

The Contractor may need to support the existing utilities while installing the new utilities included in this contract.

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

Madison Gas and Electric (Electric)

Rich Parker; office # (608) 252-7379

Mark Bohm; office # (608) 252-4730

Madison Gas and Electric (Gas)

John Wichern; office # (608) 252-1563

Shaun Endres; office # (608) 252-7224

AT&T

Carol Anason; office (608) 252-2385

Charter

Tom Payne; office (608) 288-6839

CenturyLink/CenturyTel

Kyle Tostenson (318)417-2768

Madison Gas and Electric will be replacing the existing gas main, located on the easterly side of the street, with dual mains located under the sidewalk under each side of the street. The work is to be completed prior to the start of this contract.

Madison Gas and Electric will relocate or adjust any road crossings in conflict with the proposed utility installations, if necessary. The existing electric facility, in the vicinity of Sta. 22+55 Rt, will be relocated if it is in conflict with the proposed inlet. This work will be done during construction.

AT&T will coordinate with the city to address any conflicts identified by the ULO's. This work will be done during construction.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Hancock Center for Movement Dance/Therapy at 16 N Hancock has clients with special needs that will need access to their facility throughout the day. Some clients have physical limitations and others have mental health related issues. Access will may be via van/bus or on foot. The Contractor shall keep the Hancock Center informed of any changes in the access to their facility. Contact can be made through Dori Weigel, Associate Director, (608)251-0908.

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

North Hancock Street may be closed to thru traffic for the duration of the project.

No lane closures are allowed on East Johnson Street and East Washington Avenue at any time.

East Mifflin Street is a city-designated "bike boulevard" and has a high amount of bicycle traffic. The intersection of East Mifflin Street and North Hancock Street may be closed to motorized traffic during construction; however, bike traffic shall be maintained at all times. Bicyclists may be required to walk their bikes through the construction zone on East Mifflin Street. The Contractor shall provide a designated and signed path for bicyclists to walk their bikes through the construction zone. Sidewalks may be used as the designated, signed path.

One changeable message board shall be installed in each direction of traffic on East Mifflin Street for the 5 days prior to the start of construction, notifying motorists of the construction. Electronic message boards shall be paid for as separate bid items.

MIFFLIN

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CLOSED

STARTING

MONDAY

X/XX

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

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

Emergency vehicle access shall be maintained at all times.

Maintain local access from at least one end of Hancock Street at all times. Provide 48 hours' notice of change of access to all residents.

Maintain sidewalk on at least one side of the street. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36.

Maintain pedestrian movements crossing the construction zone at all intersections, except under direction of the Construction Engineer. Pedestrian crossings of intersections shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of rubber mats to provide a flat, clearly-defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area.

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

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.

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 108.2 **PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as 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.

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on APRIL 2, 2018. The total time for completion of this contract is NINETY (90) 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 public preconstruction meeting.

SECTION 110.2: PARTIAL PAYMENTS

The City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors. In addition, pursuant to the requirements of Wis. Stat. Sec. 779.15, the City may also directly pay a subcontractor to satisfy a valid public improvement lien.

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 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

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

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

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

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

Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

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

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

ARTICLE 500 SEWERS AND SEWER STRUCTURES

The sewer designer for the project is Fadi El Musa Gonzalez. He may be contacted at (608) 243-5214 or felmusagonzalez@cityofmadison.com.

SANITARY SEWER GENERAL

This project consists of the installation of 849' of 8" diameter ASTM D3034 SDR-35 and 1165' of sanitary lateral SDR-35. 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) 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 shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active. In addition, contractor will be required to provide videos of the laterals being abandoned prior to them being abandoned.

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.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed. Asbestos cement pipe removal is considered to be payable regardless of the location.

Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 928 feet of new storm sewer of various sizes ranging from 12" to 15".

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

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

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

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

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

The existing street lighting bases, poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, will be billed to the general contractor.

Streetlight circuits are to be maintained throughout the construction project. Coordinate with City of Madison Electrical Section Troy Vant (267-1969), prior to removing any existing light pole base or conduits which have lighting circuits passing through.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty four (24) hours prior to picking up any materials.

| ITEM | | Quantity |
|-------------|-----------------------------|-----------------|
| 3/4"X24" | Anchor Bolts for LB-1 Bases | 17 sets of 4 |
| 1" x 40" | Anchor Bolts for LB-3 Bases | 2 sets of 4 |

ARTICLE 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing ductile iron water main and fittings on North Hancock Street and East Mifflin Street within the project limits. The project also includes abandoning existing water main including water valves water and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Removal of Abandoned Facilities

The removal of any abandoned facilities shown in the plans required to install water main shall be incidental to the water main installation.

Water Services Outages

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents.

Water Service Outage Restrictions

Restrict all service outages to Great Whale Tattoo & Piercing Company at 408 E. Washington Ave. to before 11am Tuesday through Saturday. There are no service outage restrictions on Sundays or Mondays. Contact owner Tim Bradley at 608-609-7363 for service outage notifications.

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

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

SECTION 702 MATERIALS

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

SECTION 703

CONSTRUCTION METHODS

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

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications and these special provisions for details.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.
- WN3 Existing service to be abandoned when water main is cut-off.
- WN4 Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
- WN5 Relocate the existing fire hydrant.
- WN6 Abandon water valve access structure.
- WN7 Furnish and install the new top section for the water access structure.
- WN8 Abandon the valve box.
- WN9 Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
- WN10 Remove and salvage existing hydrant.
- WN11 Replace the existing copper service with a new copper service.
- WN20+ See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 10911

MOBILIZATION

Work under this contract will require multiple mobilizations for various aspects of the work in order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the project. All mobilizations shall be considered incidental to this bid item.

BID ITEM 20201

EXCAVATION CUT

DESCRIPTION

Excavation Cut shall include all excavation from within the limits shown on the plans and cross sections. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials or material that is deemed unusable as fill on site, for hauling unsuitable material from the site, and for placement at the disposal site.

BID ITEM 20336

PIPE PLUG

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

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

BID ITEM 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 (ULOs) 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.

BID ITEM 50354 **RECONNECT**

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 50353-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.

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, Latest Edition. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

BID ITEM 90001 **TYPE "X" MODIFIED CONCRETE CURB & GUTTER**

DESCRIPTION

Work under this item shall be in accordance with Article 302 of the Standard Specifications and the detail provided in the plan.

BID ITEM 90030 3'X6' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and any incidentals necessary to construct structures called out as "3X6 SAS" on the storm sewer schedule.

It is intended that the storm sewer pipe be offset from the curb in order to avoid damage to tree roots under the curb.

It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

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

MEATHOD OF MEASUREMENT

3'X6' Storm SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

3'X6' Storm SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90060 INSTALL AND MAINTAIN AND SUPPORT STRUCTURES FOR STREET LIGHTS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor.

Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 150 watt HPS or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles in conflict with construction and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

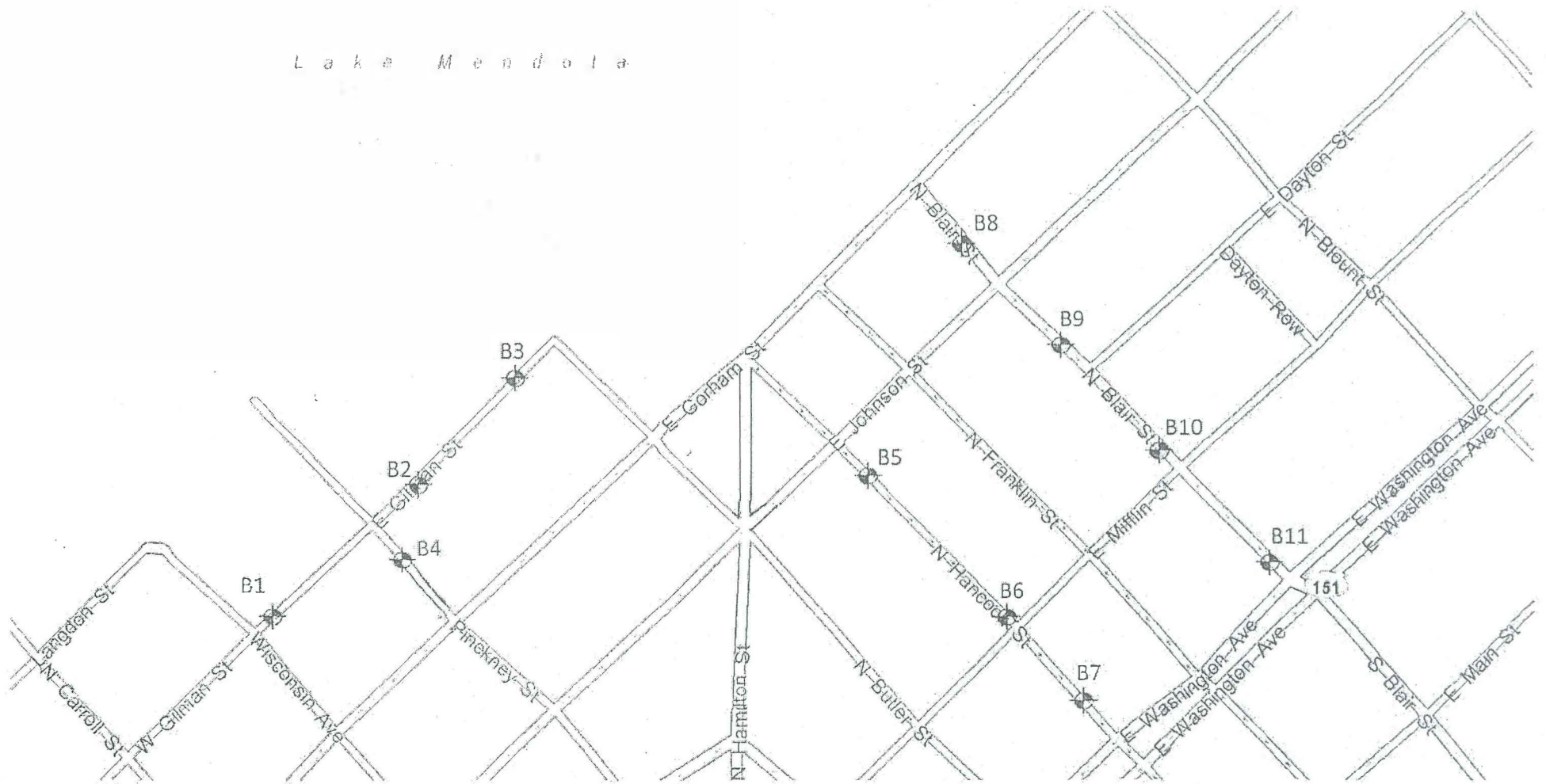
METHOD OF MEASUREMENT

Install and Maintain Support Structures for Street Lights will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures for Street Lights will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, including any required relocation of poles in conflict with construction, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.

L a k e M e n d o t a



Legend

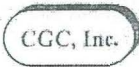
 Denotes Boring Location



Notes

1. Soil borings performed by Badger State Drilling in June 2017
2. Boring locations are approximate.

Scale: Reduced

| | | |
|----------------------|---|---|
| Date: 6/2017 |  | Soil Boring Location Exhibit Isthmus Streets North Madison, WI |
| Job No. C17051-14 | | |



LOG OF TEST BORING

Project Isthmus North Streets
Hancock: 105' SE of Johnson, 40' SW of CL
 Location City of Madison, Dane County, WI

Boring No. 5
 Surface Elevation (ft) 855±
 Job No. C17051-14
 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 (ga) (tsf) | w | LL | PL | LI |
| | | | | | 4 in. Asphalt Pavement/10 in. Base Course | | | | | |
| 1 | 8 | M | 13 | | FILL: Stiff to Very Stiff, Gray Clay with Traces of Sand and Gravel | (1.75-2.5) | | | | |
| 2 | 6 | M | 6 | | Medium Stiff, Black Organic CLAY to Sedimentary PEAT, Trace Sand (OL/PT - Probable Buried Topsoil) | (0.75) | 49.3 | | | 14.4 |
| | | | | | Stiff to Medium Stiff, Gray (Mottled) Lean CLAY (CL) | (1.25) | | | | |
| 3 | 12 | M | 4 | | | (1.25) | | | | |
| | | | | | | (0.75) | | | | |
| 4 | 15 | M/W | 8 | | Loose, Gray Clayey SAND, Some Gravel (SC) | | | | | |
| | | | | | Loose to Medium Dense, White and Gray Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM) | | | | | |
| 5 | 14 | W | 10 | | End of Boring at 15 ft | | | | | |
| | | | | | Borehole Backfilled with Bentonite Chips and Asphalt Patch | | | | | |

WATER LEVEL OBSERVATIONS

While Drilling 9.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____ 5'

GENERAL NOTES

Start 6/9/17 End 6/9/17
 Driller BSD Chief MC Rig CME-55
 Logger MG 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 Isthmus North Streets
Hancock: 60'NW of Mifflin, 8'SW of CL
 Location City of Madison, Dane County, WI

Boring No. 6
 Surface Elevation (ft) 867±
 Job No. C17051-14
 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. | FT- IN- Rec (in.) | Moist | N | Depth (ft) | | qu (qa) (tsf) | W | LL | PL | LI |
| | | | | | 4 in. Asphalt Pavement/5 in. Base Course | | | | | |
| 1 | 1 | M | 6 | | FILL: Loose, Brown Clay with Sand and Gravel | | | | | |
| | | | | 5 | Medium-Stiff, Brown Lean CLAY (CL) | (0.75) | | | | |
| 2 | 12 | M | 6 | | Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Trace Silt (SP/GP) | | | | | |
| 3 | 10 | M | 28 | | Dense, Brown Fine to Medium SAND, Some Gravel, Trace to Little Silt (SP/SP-SM) | | | | | |
| | | | | 10 | ● Occasional Seams and Layers of Fine to Coarse Sand and Gravel, Trace Silt | | | | | |
| 4 | 8 | M | 38 | | | | | | | |
| | | | | 15 | End of Boring at 15 ft | | | | | |
| 5 | 5 | W | 36 | | Borehole Backfilled with Bentonite Chips and Asphalt Patch | | | | | |
| | | | | 20 | | | | | | |

WATER LEVEL OBSERVATIONS

While Drilling ∇ 13.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____ 13.5'

GENERAL NOTES

Start 6/9/17 End 6/9/17
 Driller BSD Chief MC Rig CME-55
 Logger MG 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 Isthmus North Streets
Hancock: 190' SE of Mifflin, 5' SW of CL
 Location City of Madison, Dane County, WI

Boring No. 7
 Surface Elevation (ft) 883±
 Job No. C17051-14
 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 |
| | | | | | 6 in. Asphalt Pavement/10 in. Base Course | | | | | |
| 1 | 12 | M | 37 | | Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM) | | | | | |
| 2 | 14 | M | 14 | | | | | | | |
| 3 | 18 | M | 21 | | | | | | | |
| 4 | 4 | M | 50/4" | | Very Dense at 8.5 ft (Cobble/Boulder) | | | | | |
| 5 | 16 | M | 31 | | End of Boring at 15 ft | | | | | |
| | | | | | Borehole Backfilled with Bentonite Chips and Asphalt Patch | | | | | |

| WATER LEVEL OBSERVATIONS | |
|---|-----------------------------------|
| While Drilling <input checked="" type="checkbox"/> NW | Upon Completion of Drilling _____ |
| Time After Drilling _____ | _____ |
| Depth to Water _____ | _____ |
| Depth to Cave in _____ | _____ |

| GENERAL NOTES | |
|--|-----------------------------------|
| Start <u>6/9/17</u> | End <u>6/9/17</u> |
| Driller <u>BSD</u> | Chief <u>MC</u> Rig <u>CME-55</u> |
| Logger <u>MG</u> | Editor <u>ESF</u> |
| Drill Method <u>2-1/4" HSA; Autohammer</u> | |

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE N HANCOCK ST RECONSTRUCTION

CONTRACT NO. 7999

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

- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. _____ 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)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of _____ Capitol Underground, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of _____ WI _____ a partnership consisting of _____; an individual trading as _____; of the City of _____ Sun Prairie _____ State of _____ WI _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE

PROJECT MANAGER
TITLE, IF ANY

Sworn and subscribed to before me this 6th day of October, 2017.

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

My Commission Expires 6/16/20

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



Contract 7999 – 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).

Section F: Best Value Contracting (BVC) Fillable Online Form

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. 7999

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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


Prime Bidder Certification

| | |
|----------|---------------------------|
| Name: | Al Hornung |
| Title: | Project Manager |
| Company: | Capitol Underground, Inc. |

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



Witness' Signature



Bidder's Signature

10/6/17

Date

N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 7999

DATE: 10/6/17

Capitol Underground, Inc.

| Item | Quantity | Price | Extension |
|--|----------|--------------|--------------|
| Section B: Proposal Page | | | |
| 10701.0 - TRAFFIC CONTROL - L.S. | 1.00 | \$3,500.00 | \$3,500.00 |
| 10721.0 - TRAFFIC CONTROL SIGN-PORTABLE CHANGEABLE MESSAGE - DAYS | 10.00 | \$125.00 | \$1,250.00 |
| 10801.0 - ROOT CUTTING-CURB & GUTTER - L.F. | 180.00 | \$10.00 | \$1,800.00 |
| 10911.0 - MOBILIZATION - L.S. | 1.00 | \$146,000.00 | \$146,000.00 |
| 20101.0 - EXCAVATION CUT - C.Y. | 2420.00 | \$23.00 | \$55,660.00 |
| 20140.0 - GEOTEXTILE FABRIC,TYPE SAS (NON-WOVEN) - S.Y. | 2160.00 | \$2.35 | \$5,076.00 |
| 20219.0 - BREAKER RUN - TON | 1440.00 | \$9.85 | \$14,184.00 |
| 20221.0 - TOPSOIL - S.Y. | 752.00 | \$7.00 | \$5,264.00 |
| 20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F. | 140.00 | \$2.50 | \$350.00 |
| 20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F. | 1614.00 | \$3.20 | \$5,164.80 |
| 20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F. | 8086.00 | \$2.60 | \$21,023.60 |
| 20401.0 - CLEARING - I.D. | 125.00 | \$40.00 | \$5,000.00 |
| 20403.0 - GRUBBING - I.D. | 125.00 | \$40.00 | \$5,000.00 |
| 20801.0 - SODDING - S.Y. | 752.00 | \$8.00 | \$6,016.00 |
| 30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F. | 1396.00 | \$19.10 | \$26,663.60 |
| 30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F. | 142.00 | \$30.50 | \$4,331.00 |
| 30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F. | 180.00 | \$35.60 | \$6,408.00 |
| 30301.0 - 5 INCH CONCRETE SIDEWALK - S.F. | 5331.00 | \$5.80 | \$30,919.80 |
| 30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F. | 3281.00 | \$6.10 | \$20,014.10 |
| 30313.0 - CONCRETE STEPS - S.F. | 95.00 | \$60.60 | \$5,757.00 |
| 30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F. | 32.00 | \$28.40 | \$908.80 |
| 40101.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 1 - TON | 1228.00 | \$20.80 | \$25,542.40 |
| 40102.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 2 - TON | 1109.00 | \$20.80 | \$23,067.20 |
| 40202.0 - HMA PAVEMENT, TYPE E-1 - TON | 900.00 | \$63.49 | \$57,141.00 |
| 40211.0 - TACK COAT - GAL. | 352.00 | \$2.00 | \$704.00 |
| 40231.0 - ASPHALT DRIVE & TERRACE - S.Y. | 10.00 | \$64.00 | \$640.00 |
| 90001.0 - TYPE "X" MODIFIED CONCRETE CURB & GUTTER - L.F. | 282.00 | \$70.50 | \$19,881.00 |
| 60230 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - LF | 1620.00 | \$6.50 | \$10,530.00 |
| 60232 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - LF | 400.00 | \$6.25 | \$2,500.00 |
| 60401 - CONSTRUCT LB-1 BASE - EACH | 17.00 | \$900.00 | \$15,300.00 |
| 60403 - CONSTRUCT LB-3 BASE - EACH | 2.00 | \$950.00 | \$1,900.00 |
| 60409 - CONSTRUCTION OFFSET BASE - EACH | 1.00 | \$1,350.00 | \$1,350.00 |
| 60421 - REMOVE STREET LIGHT BASE - EACH | 5.00 | \$150.00 | \$750.00 |
| 60706 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH | 1.00 | \$1,250.00 | \$1,250.00 |
| 90060.0 - INSTALL AND MAINTAIN SUPPORT STRUCTURES - LS | 1.00 | \$21,500.00 | \$21,500.00 |
| 60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - LF | 890.00 | \$6.00 | \$5,340.00 |
| 60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - LF | 200.00 | \$6.75 | \$1,350.00 |
| 60427 - REMOVE ELECTRICAL HANDHOLE - EACH | 1.00 | \$250.00 | \$250.00 |
| 10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM | 1.00 | \$1,000.00 | \$1,000.00 |

N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 7999

DATE: 10/6/17

Capitol Underground, Inc.

| Item | Quantity | Price | Extension |
|--|----------|-------------|--------------|
| 20217.0 - CLEAR STONE - TON | 575.00 | \$6.50 | \$3,737.50 |
| 20313.0 - REMOVE INLET - EACH | 4.00 | \$650.00 | \$2,600.00 |
| 21002.0 - EROSION CONTROL INSPECTION - EACH | 3.00 | \$300.00 | \$900.00 |
| 21011.0 - CONSTRUCTION ENTRANCE - EACH | 2.00 | \$580.00 | \$1,160.00 |
| 21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH | 2.00 | \$580.00 | \$1,160.00 |
| 21013.0 - STREET SWEEPING - LUMP SUM | 1.00 | \$13,000.00 | \$13,000.00 |
| 21015.0 - STREET CONSTRUCTION STONE BERM - EACH | 7.00 | \$230.00 | \$1,610.00 |
| 21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH | 8.00 | \$67.50 | \$540.00 |
| 21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH | 16.00 | \$12.80 | \$204.80 |
| 21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH | 8.00 | \$32.00 | \$256.00 |
| 21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH | 12.00 | \$150.00 | \$1,800.00 |
| 21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH | 24.00 | \$12.80 | \$307.20 |
| 21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH | 12.00 | \$32.00 | \$384.00 |
| 50211.0 - SELECT FILL FOR STORM SEWER MAIN - L.F. | 928.00 | \$0.01 | \$9.28 |
| 50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F. | 765.50 | \$76.69 | \$58,706.20 |
| 50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F. | 162.50 | \$87.15 | \$14,161.88 |
| 50723.0 - 3'X3' STORM SAS - EACH | 1.00 | \$5,400.00 | \$5,400.00 |
| 50741.0 - TYPE H INLET - EACH | 9.00 | \$2,400.00 | \$21,600.00 |
| 50792.0 - STORM SEWER TAP - EACH | 2.00 | \$1,850.00 | \$3,700.00 |
| 50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH | 2.00 | \$2,300.00 | \$4,600.00 |
| 50801.0 - ULO - EACH | 10.00 | \$660.00 | \$6,600.00 |
| 90030.0 - 3'X6' STORM SAS - EACH | 2.00 | \$5,400.00 | \$10,800.00 |
| 10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION - LUMP SUM | 1.00 | \$1,500.00 | \$1,500.00 |
| 20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH | 7.00 | \$865.00 | \$6,055.00 |
| 50202.0 - TYPE II DETWATERING - L.S. | 1.00 | \$1.00 | \$1.00 |
| 50212.0 - SELECT FILL FOR SANITARY SEWER MAIN - T.F. | 2014.00 | \$0.01 | \$20.14 |
| 50301.0 - 8" PVC SANITARY SEWER PIPE SDR-35 - L.F. | 849.00 | \$119.25 | \$101,243.25 |
| 50353 - SANITARY SEWER LATERAL SDR-35 - L.F. | 1165.00 | \$40.65 | \$47,357.25 |
| 50354.0 - RECONNECT - EACH | 39.00 | \$3,500.00 | \$136,500.00 |
| 50361.0 - WASTEWATER CONTROL - LUMP SUM | 1.00 | \$4,400.00 | \$4,400.00 |
| 50390.0 - SEWER ELECTRONIC MARKERS - EACH | 100.00 | \$37.50 | \$3,750.00 |
| 50701.0 - 4' DIA. SANITARY SAS - EACH | 5.00 | \$2,855.00 | \$14,275.00 |
| 50791.0 - SANITARY SEWER TAP - EACH | 1.00 | \$1,675.00 | \$1,675.00 |
| 10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP SUM | 1.00 | \$1,125.00 | \$1,125.00 |
| 70001.0 - FURNISH AND INSTALL 4 INCH PIPE & FITTINGS - L.F. | 50.00 | \$145.65 | \$7,282.50 |
| 70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F. | 45.00 | \$119.65 | \$5,384.25 |
| 70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F. | 10.00 | \$203.15 | \$2,031.50 |
| 70006.0 - FURNISH AND INSTALL 16 INCH PIPE & FITTINGS - L.F. | 1010.00 | \$157.50 | \$159,075.00 |
| 70007.0 - FURNISH AND INSTALL 20 INCH PIPE & FITTINGS - L.F. | 75.00 | \$303.15 | \$22,736.25 |
| 70030.0 - FURNISH AND INSTALL 4-INCH WATER VALVE - EACH | 3.00 | \$1,600.00 | \$4,800.00 |

N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 7999

DATE: 10/6/17

Capitol Underground, Inc.

| Item | Quantity | Price | Extension |
|---|---------------|------------|-----------------------|
| 70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH | 4.00 | \$1,700.00 | \$6,800.00 |
| 70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH | 1.00 | \$2,520.00 | \$2,520.00 |
| 70035.0 - FURNISH AND INSTALL 16-INCH WATER VALVE - EACH | 5.00 | \$3,585.00 | \$17,925.00 |
| 70036.0 - FURNISH AND INSTALL 20-INCH WATER VALVE - EACH | 1.00 | \$5,660.00 | \$5,660.00 |
| 70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH | 3.00 | \$4,580.00 | \$13,740.00 |
| 70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH | 32.00 | \$1,645.00 | \$52,640.00 |
| 70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH | 2.00 | \$3,230.00 | \$6,460.00 |
| 70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH | 8.00 | \$4,100.00 | \$32,800.00 |
| 70082.0 - CUT OFF EXISTING WATER MAIN - EACH | 1.00 | \$2,045.00 | \$2,045.00 |
| 70090.0 - ABANDON WATER VALVE BOX - EACH | 8.00 | \$170.00 | \$1,360.00 |
| 70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH | 5.00 | \$585.00 | \$2,925.00 |
| 70101.0 - FURNISH AND INSTALL INSULATION - L.F. | 40.00 | \$25.00 | \$1,000.00 |
| 70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH | 4.00 | \$1,050.00 | \$4,200.00 |
| 20314.0 - REMOVE PIPE - L.F. | 184.00 | \$32.30 | \$5,943.20 |
| 60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF | 80.00 | \$50.00 | \$4,000.00 |
| 60261 - ELECTRICAL TRENCH - LF | 2110.00 | \$5.50 | \$11,605.00 |
| 60702 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH | 8.00 | \$900.00 | \$7,200.00 |
| 96 Items | Totals | | \$1,411,557.50 |



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Capitol Underground, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

CAPITOL UNDERGROUND, INC.
COMPANY NAME AFFIX SEAL

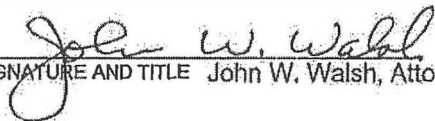
December 7, 2015
DATE

By: 
SIGNATURE AND TITLE

SURETY

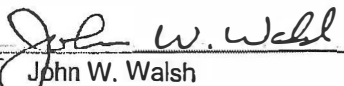
WESTERN SURETY COMPANY
COMPANY NAME AFFIX SEAL

December 7, 2015
DATE

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

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

December 7, 2015
DATE


AGENT John W. Walsh

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

Madison, WI 53704
CITY, STATE AND ZIP CODE

608-242-2550
TELEPHONE NUMBER

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

Project:

CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12/9/15
DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruffat

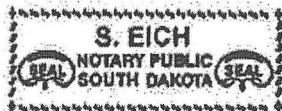
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECT AGREEMENT

THIS AGREEMENT made this 1ST day of November in the year Two Thousand and Seventeen between **CAPITOL UNDERGROUND, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **OCTOBER 31, 2017**, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 7999

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 FOUR HUNDRED ELEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN AND 50/100 (\$1,411,557.50) 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.

**N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018
CONTRACT NO. 7999**

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. Wick 11/1/17
Witness Date

[Signature] 11/1/17
President Date

S. Wick 11/1/17
Witness Date

[Signature] 11/1/17
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 20th day of November, 2017

[Signature]
Witness

[Signature] 20 NOV 2017
Mayor Date

[Signature]
Witness

[Signature] 11-9-17
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, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION FOUR HUNDRED ELEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN AND 50/100 (\$1,411,557.50) 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:

**N. HANCOCK STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018
CONTRACT NO. 7999**

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 1st day of November, 2017

Countersigned:

[Signature]
Witness

CAPITOL UNDERGROUND, INC.
Company Name (Principal)
[Signature]
President Seal

[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney

WESTERN SURETY COMPANY
Surety Seal
 Salary Employee Commission
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 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 1, 2017
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, John W Walsh, Ross S Squires, Individually

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

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