

Contract Routing Form

ROUTING: Routine

printed on: 03/08/2021

Contract between: Midwest Well Services, Inc. DBA Muncipal Well
 and⁰¹²¹¹⁰ Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Well 18 Treatment

Contract No.: 9006
 Enactment No.: RES-21-00130
 Dollar Amount: 161,519.00

File No.: 13217
 Enactment Date: 03/03/2021

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3/8/21	3/8/21
Director of Civil Rights		
Risk Manager	3/10/2021	3/10/2021 RN
Finance Director	3/10/2021	3/11/2021
City Attorney	3/11/2021	3/15/2021
Mayor	3/15/2021	3/16/2021

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

Original + 2 Copies

03/08/2021 11:02:58 enjls - Adam Wiederhoeft 266-9121

Dis Rights: OK / ~~NA~~ / Problem - Hold
 Prev Wage: AA / Agency / ~~NO~~
 Contract Value: See groove
 AA Plan: Approve A
 Amendment / Addendum # —
 Type: POS / Dwp / Sbdv / Gov't /
 Grant / ~~FW~~ / Goal / Loan / Agrmt

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File #:	63861	Version: 1	Name:	Awarding Public Works Contract No. 9006, Well 18 Treatment.
Type:	Resolution	Status:	Passed	
File created:	1/25/2021	In control:	Engineering Division	
On agenda:	2/23/2021	Final action:	2/23/2021	
Enactment date:	3/3/2021	Enactment #:	RES-21-00130	
Title:	Awarding Public Works Contract No. 9006, Well 18 Treatment. (14th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>BidOpeningTab 9006.pdf</u> , 2. <u>9006 contract.pdf</u>			

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

Fiscal Note

The proposed resolution authorizes awarding the contract for Well 18 Treatment at a total estimated cost of \$174,440. Funding for the project is available in Munis 13217. No additional appropriation is required.

Title

Awarding Public Works Contract No. 9006, Well 18 Treatment. (14th AD)

Body

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

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

See attached document (Contract No. 9006) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9006
WELL 18 TREATMENT

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

\$ 161,519.00

Acct. No. 13217-86-150
Contingency 8%+

\$ 161,519.00
12,921.00

GRAND TOTAL

\$ 174,440.00



Wisconsin
State Based Systems

Demographics

Company Name: Old Republic Surety Company	NAIC CoCode: 40444	Short Name:
SBS Company Number: 54220076	State of Domicile: Wsconsin	FEIN: 39-1395491
Domicile Type: Domestic	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 150 - OLD REPUBLIC GRP		Date of Incorporation: 12/28/1981
Merger Flag: No		

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
445 S MOORLAND RD STE 200 BROOKFIELD, WI 53005 United States	PO BOX 1635 MILWAUKEE, WI 53201-1635 United States	445 S MOORLAND RD STE 200 BROOKFIELD, WI 53005 United States	445 S MOORLAND RD STE 200 BROOKFIELD, WI 53005 United States

Phone, Email, Website

Phone		Email		Website
Type	Number	Type	E-mail	No results found.
Business Primary Phone	(262) 797-2640	Email	ratesformsregsdept@orsurety.com	
Fax Phone	(262) 797-9495			
Toll Free Phone	(800) 217-1792			

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 12/28/1981
Status: Active	Legacy State ID: 112142	Expiration Date:
Effective Date: 12/28/1981	Approval Date:	File Date:
Issue Date: 12/28/1981	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show entries Showing 1 to 3 of 559 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
CONNIE SMITH	16492915	16492915	Intermediary (Agent) Individual	Casualty	02/03/2012	03/12/2020	03/15/2021
CONNIE EASLAND	6504657	6504657	Intermediary (Agent) Individual	Casualty	04/22/2019	03/12/2020	03/15/2021
CONNIE WILLIAMS	6536701	6536701	Intermediary (Agent) Individual	Casualty	05/30/2016	03/12/2020	03/15/2021

Line Of Business

Line of Business	Citation Type	Effective Date
Fidelity Insurance	Fidelity Insurance	12/28/1981
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	12/28/1981
Miscellaneous	Miscellaneous	12/28/1981
Surety Insurance	Surety Insurance	12/28/1981

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		ALAN PAVLIC			Other OLD REPUBLIC SURETY COMPANY 445 S MOORLAND RD STE 301 BROOKFIELD, WI United States County 53005

Company Merger

No results found.

Name Change History

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Previous Name	New Name	Effective Date
	Old Republic Surety Company	

\$161,519.00
ORIGINAL

BID OF MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL AND PUMP

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WELL 18 TREATMENT

CONTRACT NO. 9006

PROJECT NO. 13217

MUNIS NO. 13217-86-150

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON FEBRUARY 23, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

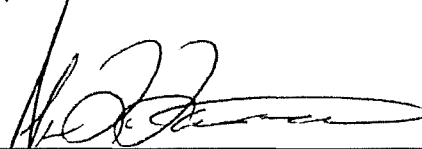
**WELL 18 TREATMENT
CONTRACT NO. 9006**

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This Proposal, and Agreement have
been prepared by:

**MADISON WATER UTILITY
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN**



Alan L. Larson, PE, BCEE – January 5, 2020
Chief Engineer and Assistant General Manager
Madison Water Utility

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:	WELL 18 TREATMENT
CONTRACT NO.:	9006
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	1/14/2021
BID SUBMISSION (2:00 P.M.)	1/21/2021
BID OPEN (2:30 P.M.)	1/21/2021
PUBLISHED IN WSJ	1/7/2021 & 1/14/2021

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

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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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 (City of Madison form) equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPENCIES

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

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

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

Building Demolition

- | | |
|---|--|
| 101 <input type="checkbox"/> Asbestos Removal | 110 <input type="checkbox"/> Building Demolition |
| 120 <input type="checkbox"/> House Mover | |

Street, Utility and Site Construction

- | | |
|---|--|
| 201 <input type="checkbox"/> Asphalt Paving | 265 <input type="checkbox"/> Retaining Walls, Precast Modular Units |
| 205 <input type="checkbox"/> Blasting | 270 <input type="checkbox"/> Retaining Walls, Reinforced Concrete |
| 210 <input type="checkbox"/> Boring/Pipe Jacking | 275 <input type="checkbox"/> Sanitary, Storm Sewer and Water Main Construction |
| 215 <input type="checkbox"/> Concrete Paving | 276 <input type="checkbox"/> Sawcutting |
| 220 <input type="checkbox"/> Con. Sidewalk/Curb & Gutter/Misc. Flat Work | 280 <input type="checkbox"/> Sewer Lateral Drain Cleaning/Internal TV Insp. |
| 221 <input type="checkbox"/> Concrete Bases and Other Concrete Work | 285 <input type="checkbox"/> Sewer Lining |
| 222 <input type="checkbox"/> Concrete Removal | 290 <input type="checkbox"/> Sewer Pipe Bursting |
| 225 <input type="checkbox"/> Dredging | 295 <input type="checkbox"/> Soil Borings |
| 230 <input type="checkbox"/> Fencing | 300 <input type="checkbox"/> Soil Nailing |
| 235 <input type="checkbox"/> Fiber Optic Cable/Conduit Installation | 305 <input type="checkbox"/> Storm & Sanitary Sewer Laterals & Water Svc. |
| 240 <input type="checkbox"/> Grading and Earthwork | 310 <input type="checkbox"/> Street Construction |
| 241 <input type="checkbox"/> Horizontal Saw Cutting of Sidewalk | 315 <input type="checkbox"/> Street Lighting |
| 242 <input type="checkbox"/> Infrared Seamless Patching | 318 <input type="checkbox"/> Tennis Court Resurfacing |
| 245 <input type="checkbox"/> Landscaping, Maintenance | 320 <input type="checkbox"/> Traffic Signals |
| 246 <input type="checkbox"/> Ecological Restoration | 325 <input type="checkbox"/> Traffic Signing & Marking |
| 250 <input type="checkbox"/> Landscaping, Site and Street | 332 <input type="checkbox"/> Tree pruning/removal |
| 251 <input type="checkbox"/> Parking Ramp Maintenance | 333 <input type="checkbox"/> Tree, pesticide treatment of |
| 252 <input type="checkbox"/> Pavement Marking | 335 <input type="checkbox"/> Trucking |
| 255 <input type="checkbox"/> Pavement Sealcoating and Crack Sealing | 340 <input type="checkbox"/> Utility Transmission Lines including Natural Gas, Electrical & Communications |
| 260 <input type="checkbox"/> Petroleum Above/Below Ground Storage Tank Removal/Installation | 399 <input type="checkbox"/> Other _____ |
| 262 <input type="checkbox"/> Playground Installer | |

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

- | | |
|--|---|
| 401 <input type="checkbox"/> Floor Covering (including carpet, ceramic tile installation, rubber, VCT) | 437 <input type="checkbox"/> Metals |
| 402 <input type="checkbox"/> Building Automation Systems | 440 <input type="checkbox"/> Painting and Wallcovering |
| 403 <input type="checkbox"/> Concrete | 445 <input type="checkbox"/> Plumbing |
| 404 <input type="checkbox"/> Doors and Windows | 450 <input type="checkbox"/> Pump Repair |
| 405 <input type="checkbox"/> Electrical - Power, Lighting & Communications | 455 <input type="checkbox"/> Pump Systems |
| 410 <input type="checkbox"/> Elevator - Lifts | 460 <input type="checkbox"/> Roofing and Moisture Protection |
| 412 <input type="checkbox"/> Fire Suppression | 464 <input type="checkbox"/> Tower Crane Operator |
| 413 <input type="checkbox"/> Furnishings - Furniture and Window Treatments | 461 <input type="checkbox"/> Solar Photovoltaic/Hot Water Systems |
| 415 <input type="checkbox"/> General Building Construction, Equal or Less than \$250,000 | 465 <input type="checkbox"/> Soil/Groundwater Remediation |
| 420 <input type="checkbox"/> General Building Construction, \$250,000 to \$1,500,000 | 466 <input type="checkbox"/> Warning Sirens |
| 425 <input type="checkbox"/> General Building Construction, Over \$1,500,000 | 470 <input type="checkbox"/> Water Supply Elevated Tanks |
| 428 <input type="checkbox"/> Glass and/or Glazing | 475 <input checked="" type="checkbox"/> Water Supply Wells |
| 429 <input type="checkbox"/> Hazardous Material Removal | 480 <input type="checkbox"/> Wood, Plastics & Composites - Structural & Architectural |
| 430 <input type="checkbox"/> Heating, Ventilating and Air Conditioning (HVAC) | 499 <input type="checkbox"/> Other _____ |
| 433 <input type="checkbox"/> Insulation - Thermal | |
| 435 <input type="checkbox"/> Masonry/Tuck pointing | |

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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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

WELL 18 TREATMENT CONTRACT NO. 9006

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

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

SECTION 102.11 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$65,000 for a single trade contract; or equal to or greater than \$318,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 109.7: TIME OF COMPLETION

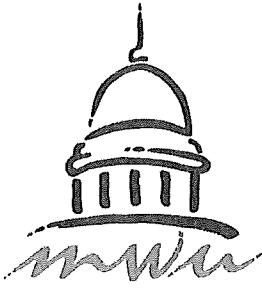
This Work shall only begin after the contract is completely executed and the start work letter is received.

Once work commences, the Contractor must efficiently and effectively process the work to completion. Review the work schedule, chemical delivery and storage, treatment plan, and other time critical items with the Engineer prior to commencement of work.

The Contractor shall reach a level of Construction Closeout for all work of this Contract **NOT LATER THAN FRIDAY MAY 28, 2021**

SECTION 110.1 MEASUREMENT OF QUANTITIES

Supplemental Bid Items will only to be used and paid for if required for additional well treatment and directed in writing by the Engineer. Payment shall be for actual quantities and there is no guarantee expressed or implied that Supplemental Bid Items will be required or used on this project.



Madison Water Utility

www.madisonwater.org • 119 East Olin Avenue • Madison, WI 53713-1431 • TEL 608-266-4651 • FAX 608.266.4644

January 7, 2021

NOTICE OF ADDENDUM ADDENDUM #1

CONTRACT # 9006 WELL 18 TREATMENT

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

CHANGES TO THE PROPOSAL

- ADD: Attached "Mechanical and Chemical Rehabilitation Plan" – (9 pages)

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

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

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608.266.4751 to receive the materials by another route.

Sincerely,

MADISON WATER UTILITY

Alan L. Larson, PE, BCEE
Chief Engineer and Asst GM

Mechanical and Chemical Rehabilitation Plan Madison Water Utility Well 18 - WUWN BF518

January 5, 2021

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SECTION 1 – GENERAL

Well Details

1. Address: 1925 South Park Street, Madison, WI
2. Line shaft pump with 12-inch flanged column pipe; 2,200 gpm capacity
3. Pump Setting = 328 feet
4. Original Static Water Level = 71 feet
5. Current Static Water Level = 152 feet
6. Cased depth = 251 feet (noted as 30-inch diameter)
7. Total depth = 808 feet (noted as 29-inch diameter open borehole)
8. Borehole volume = 22,746 gallons
9. Treatment volume = 28,400 gallons (1.25 borehole volumes)

Overview and Treatment Descriptions

Scope: The scope of work for rehabilitation of the well generally consists of the following tasks:

1. Madison Water Utility (MWU) will perform the initial pump test
2. MWU will pull and inspect the existing well pumping equipment
3. Televising the well
4. Mechanical treatment of the well
5. Chemical treatment of the entire well in three steps
6. Intermediate and final purging of treatment from the well
7. MWU will re-install the well pump
8. MWU will perform a post-treatment pump test
9. MWU will disinfect and test the well to put it back in service.

Mechanical Treatment Details: Mechanical treatment of the well occurs prior to chemical treatment to increase effectiveness of biofilm removal and reduce chemical treatment requirements. Mechanical treatment involves use of a stiff wire-bristle brush fully contacting the inner circumference of the cased region and use of an air impulse generator (AIG) – use of a plastic bristle brush is not allowed.

General details of this step include the following:

1. Brush the full wetted length of casing plus the upper 25 feet of open borehole for 30 passes. A single pass includes one cycle of brushing in the well, from the water surface (about 152 feet) to 25 feet below the casing (about 276 feet) and back to the water surface.
2. Install a temporary 250 gpm recirculation pump in the well, set at about 80 feet below static water level (about 232 feet), with 4" discharge to the surface. Size pump for the installed system to achieve desired flows under the various conditions specified. Pump shall be capable of delivering a range of flows from 100 gpm to 250 gpm using a variable frequency drive or a throttling valve.
3. Limits for water disposal are:
 - a. 100 gpm for sanitary sewer disposal.
 - b. 250 gpm, <40 ppm of TSS for storm sewer disposal, and no detectable chlorine.
4. MWU to provide traffic control when discharging to either sanitary sewer or storm sewer. Schedule work as required to accommodate traffic control.

**Mechanical and Chemical Rehabilitation Plan
Madison Water Utility Well 18 - WUWN BF518**

January 5, 2021

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5. Perform AIG treatment of the borehole from 276 feet (25 feet below casing) to 805 feet for one pass. Additional passes may be required and will be paid for by supplemental bid prices for actual quantities.
 - a. A single pass is considered to include BOTH directions of AIG treatment, down and up, for two exposures of the borehole to AIG. If Contractor only perform AIG in upward motion, then a single pass will consist of two upward runs of AIG.
 - b. Impulse pressure should set at 2,500 psi . Do not increase AIG pressure above the pressure that could cause damage to the well or borehole. Well has previously had AIG of up to 3,000 psi.
 - c. Atmospheric air or nitrogen can be used as the impulse generating gas.
 - d. AIG shall be fired at a rate of three shots per foot of borehole while traveling at 5 feet per minute.
 - e. AIG air chamber shall be a minimum of 8" in diameter with a volume of at least 262 cubic inches.
 - f. After each AIG pass, pump debris from well at 250 GPM for 120 minutes or until discharge water is clear, whichever is greater, discharging water to a combination filter bag and temporary tank or dumpster for solids removal with overflow to storm sewer. Discharge limits to the storm sewer is 40 ppm of TSS and no detectable chlorine. Monitor flow rate and drawdown during each post-AIG discharge event every 30 minutes, collecting a 250 mL sample of the discharge water at 5 minutes, 60 minutes and 115 minutes post initiation of purging. Submit samples to WQI within 24 hours of sample collection.
 - g. AIG of more than one pass will be based on results of previous AIG pass. In general, if the AIG pass generates little discolored debris or primarily turbid water with clean sand, AIG will be complete.
 - h. Air lift or bail debris from the well. Properly dispose of air lifted or bailed solids along with solids collected during pump off events performed after each AIG pass.

Mixing Details: Install a recirculation tremie to the bottom of the well for mixing and monitoring of rehabilitation chemicals.

General details of this include the following:

1. Install a 4" recirculating tremie from the surface to 800 feet (bottom of well), which is used for recirculation and could be used for airlifting of debris.
2. Use temporary 250 gpm recirculation pump previously set in the well.
3. On the 4" surface piping from pump, install a check valve, throttling valve, smooth sample tap, and flow meter, and then a 4" return line to allow recirculation of flow from the pump to the tremie that goes to the bottom of the well.
4. When mixing and injecting chemical treatment for the entire well:
 - a. Throttle the flow or operate the temporary pump using a VFD to control flow rate at about 185 gpm.
 - b. Discharge 160 gpm to the bottom of the well through the 4" recirculation line.
 - c. Free-fall discharge about 25 gpm to above the pump.
 - d. Recirculation will turnover/mix the borehole volume every 120 minutes of pumping.

Mechanical and Chemical Rehabilitation Plan Madison Water Utility Well 18 - WUWN BF518

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Chemical Treatment Details: Chemical treatment of the well consists of an *acid-based treatment* step, a *chlorine treatment* step, and a *chlorine-based treatment* step. Chemical treatment shall be initiated within 5 calendar days of completion of mechanical treatment.

General details of this step include:

1. Ensure well house is properly ventilated as chemical treatment may give off a sulfide smell or volatile organic vapors, which may be hazardous to health.
2. Treat 1.25 borehole volumes when treating the entire well to target treatment of the well and nearby aquifer. Chemical injection will be a two-step process:
 - a. Inject the first 1.0 borehole volumes of chemical during mixing of the borehole to achieve the specified concentration over one borehole recirculation time.
 - b. Inject the next 0.25 borehole volumes of chemical into the well to treat the nearby aquifer with the recirculation pump off, injecting chemical into water added to the well from the system. Add water to the well at the same rate that water was being recirculated in the well.
3. Monitor chemical usage and observations on the attached data form.

Intermediate Purge: General details of this step include the following:

1. For those steps requiring a purge of spent chemical treatment from the well, purge 3 borehole volumes at 100 gpm to sanitary sewer, neutralizing as necessary. For this step, purging will take the following amount of time:
 - a. Approximately 11 hours and 30 minutes for the entire well.
 - b. Once started, each treatment shall be completed in a single day.
2. Between acid treatment and chlorine-based treatment, the well should be pumped to waste for 24 hours, with the first 30,000 gallons sent to sanitary sewer at a rate not to exceed 100 gpm. Following the first 30,000 gallons, discharge water to the storm sewer at 250 gpm.
3. Neutralize remnant acidity, if below 5.5 su, with caustic soda.
4. Neutralize remnant chlorine, if any, with sodium bisulfite.
5. When purging the well, add 75 gpm of system water to the tremie and free-fall 25 gpm into the well above the pump. This approach will ensure the entire borehole is rapidly purged of remnant chemical and discolored water.

Final Purge: After chemical treatment is complete, pump the well at 250 gpm for 24 hours to storm sewer. Follow Intermediate Purge procedure to rid well of remnant chemical before starting final purge. When performing the final purge, allow 25 gpm to be recirculated to the bottom of the well and 10 gpm to free fall above the pump, discharging the remaining 215 gpm to waste.

Follow Up Maintenance: To be determined after well rehabilitation and follow up testing.

SECTION 2 – EXECUTION

Step 1: Initial Pump Test, Pull Pump and Televising of Well

1. *Madison Water Utility Task:* Using the existing pump, perform an initial pump test for one hour to document initial pumping conditions. During the test, note discharge rate, discharge pressure and drawdown every 2 minutes for the first 10 minutes, then every 10 minutes thereafter.

**Mechanical and Chemical Rehabilitation Plan
Madison Water Utility Well 18 - WUWN BF518**

January 5, 2021

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2. Madison Water Utility Task: Pull well pump. Inspect discharge head, pump, shaft, spider bearings, column pipe and couplings for wear.
 - a. Obtain exterior scrapings of the column pipe at 20 feet above the pump for mineral and biofilm analyses. Assessment of this material will help determine the extent of acid treatment needed and the potential for ongoing issues.
 - b. Obtain exterior scrapings of the pump shaft at 20 feet above the pump for mineral and biofilm analyses. Assessment of this material will help determine the extent of acid treatment needed and the potential for ongoing issues.
 - c. Pressure wash column pipe (inside and outside), pump shaft, and pump to remove biofilm and scale and to allow for inspection (unless obviously damaged and in need of replacement).
 - d. Provide inspection report, recommendations and costs for necessary repairs or replacements within 3 business days of pump removal.
 - e. Provide pictures of the column pipe, especially below the pumping water level.
3. Televisе borehole to assess/document the current condition of the casing, casing seal, and borehole.
4. Provide video file of inspection in digital format for records.

Step 2: Mechanical Treatment

1. Install temporary pump and associated piping.
2. Perform the mechanical treatment of the well.
3. After mechanical treatment, install tremie and equipment for mixing of the well during chemical rehabilitation.

Step 3: Acid Treatment of Entire Well (min. 24 hours contact time)

1. Chemicals:
 - a. Inhibited NSF 60 20-degree Baume HCl (31% strength) – 6,400 mg/L, pH of 0.7 su.
 - b. Initial strength treatment:
 - i. 590 gallons of inhibited HCl
 - ii. Mix chemical into water recirculated in the well over one borehole volume recirculation time.
 - iii. Add chemical to water as it is added from the system into the well for 0.25 borehole volumes.
 - iv. Chemical addition rate: 590 gal over 150 min of addition (1.25 borehole volumes) equates to 3.9 gpm.
 - c. Supplemental treatment:
 - i. 295 gallons of HCl
 - ii. Mix chemical into water recirculated in the well over one borehole volume recirculation time (295 gal over 120 min = 2.5 gpm).
2. Add initial strength treatment to the well. Mix the well continuously during working hours, monitoring pH and odor every 30 minutes of mixing. Let well sit unmixed overnight. Measure pH using a calibrated pH sensor.
 - a. For odor assessment, waft the sample (**don't directly sniff**) to determine if it has a fruity, sweet, musty, pungent, "swimming pool" or metallic odor.

**Mechanical and Chemical Rehabilitation Plan
Madison Water Utility Well 18 - WUWN BF518**

January 5, 2021

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- b. If pH rises above 3 su within the first 8 hours of mixing an *initial strength treatment*, at the time point of rise add supplemental treatment and continue to mix and monitor for an additional 24 hours.
- c. If pH rises above 3 su within the first eight (8) hours of mixing a supplemental treatment, or if the solution becomes excessively dirty, perform an *intermediate purge* and start with a fresh batch of *initial strength treatment*.
- d. When pH stays below 3 su for 24 hours, treatment is complete. Deflate the packer and mix the acid treatment throughout the entire well until pH stabilizes at above 5.5 su.
- e. Perform an *intermediate purge*.

Step 4: Chlorine Treatment of Entire Well (minimum 24 hours contact time)

1. Chemicals:
 - a. 12.5% NSF 60 NaOCl – 3,750 mg/L dose.
 - b. Initial strength treatment:
 - i. 850 gallons of 12.5% NaOCl
 - ii. Mix chemical into water recirculated in the well over one borehole volume recirculation time.
 - iii. Add chemical to water as it is added from the system into the well for 0.25 borehole volumes.
 - iv. Chemical addition rate: 850 gallons over 150 minutes of addition (1.25 borehole volumes) equates to 5.7 gpm.
 - c. Supplemental treatment:
 - i. 425 gallons of 12.5% NaOCl
 - ii. Mix chemical into water recirculated in the well over one borehole volume recirculation time (425 gallons over 120 min = 3.5 gpm).
2. Add *initial strength treatment* to the well. Mix the well continuously during working hours, monitoring pH, odor and free and total chlorine residual every 30 minutes during mixing. Measure pH using a calibrated pH sensor. Measure chlorine using a calibrated device to report to the nearest 10 mg/L total chlorine and free chlorine.
 - a. For odor assessment, waft the sample (**don't directly sniff**) to determine if it has a fruity, sweet, musty, pungent, "swimming pool" or metallic odor.
 - b. If free chlorine drops below 300 mg/L within the first 4 hours of mixing an *initial strength treatment*, perform an *intermediate purge* of the treatment from the well at the point of decline and retreat the well with an *initial strength treatment*.
 - c. If free chlorine drops below 300 mg/L within the first 8 hours of mixing an *initial strength treatment*, add *supplemental treatment* at the time point of decline and continue to mix and monitor for an additional 24 hours.
 - d. After 24 hours of mixing and monitoring of the initial treatment or the supplemental treatment, treatment step is complete.
 - e. Perform an *intermediate purge* of the treatment from the well.

Step 5: Chlorine-Based Treatment Step of Entire Well (min. 24 hours contact time)

1. Chemicals:
 - a. Clearitas 110, Blue Earth Products, NSF 60 – 3,333 mg/L dose.

**Mechanical and Chemical Rehabilitation Plan
Madison Water Utility Well 18 - WUWN BF518**

January 5, 2021

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-
- b. 12.5% NSF 60 NaOCl – 1,250 mg/L dose.
 - c. 70% NSF 60 glycolic acid – 2,500 mg/L dose.
 - d. Initial strength treatment:
 - i. 102 gallons of 70% glycolic acid
 - ii. 95 gallons Clearitas 110 (add downstream of glycolic acid)
 - iii. 284 gallons of 12.5% NaOCl (add downstream of Clearitas 110)
 - iv. Mix chemical into water recirculated in the well over one borehole volume recirculation time.
 - v. Add chemical to water as it is added from the system into the well over 0.25 borehole volumes.
 - vi. Chemical addition rates:
 1. 102 gallons glycolic acid over 150 minutes of addition equates to 0.68 gpm.
 2. 95 gallons Clearitas over 150 minutes of addition equates to 0.63 gpm.
 3. 284 gallons sodium hypochlorite over 150 minutes of addition equates to 1.9 gpm.
 - e. Supplemental treatment:
 - i. 51 gallons of 70% glycolic acid
 - ii. 47.5 gallons Clearitas 110
 - iii. 142 gallons of 12.5% NaOCl
 - iv. Mix chemical into water recirculated in the well over one borehole volume recirculation time.
 - v. Add chemical to water as it is added from the system into the well.
 - vi. Chemical addition rates:
 1. 56 gallons glycolic acid over 150 minutes of addition equates to 0.34 gpm.
 2. 47.5 gallons Clearitas over 150 minutes of addition equates to 0.31 gpm.
 3. 142 gallons sodium hypochlorite over 150 minutes of addition equates to 0.95 gpm.
2. Add initial strength treatment to the well. Mix the well continuously during working hours, monitoring pH, odor and free and total chlorine residual every 30 minutes during mixing. Measure pH using a calibrated pH sensor. Measure chlorine using a calibrated device to report to the nearest 10 mg/L total chlorine and free chlorine.
- a. For odor assessment, waft the sample (**don't directly sniff**) to determine if it has a fruity, sweet, musty, pungent, "swimming pool" or metallic odor.
 - b. If free chlorine drops below 300 mg/L within the first 4 hours of mixing an initial strength treatment:
 - i. If pH is below 6 su and minimal or no color is present, add supplemental treatment.
 - ii. If pH is above 6 su or the water is yellow or excessively dirty, perform an intermediate purge of the treatment from the well and retreat the well with an initial strength treatment.
 - c. If free chlorine drops below 300 mg/L within the first 8 hours of mixing an initial strength treatment:
 - i. If pH is below 6 su and minimal or no color is present, add supplemental treatment.

**Mechanical and Chemical Rehabilitation Plan
Madison Water Utility Well 18 - WUWN BF518**

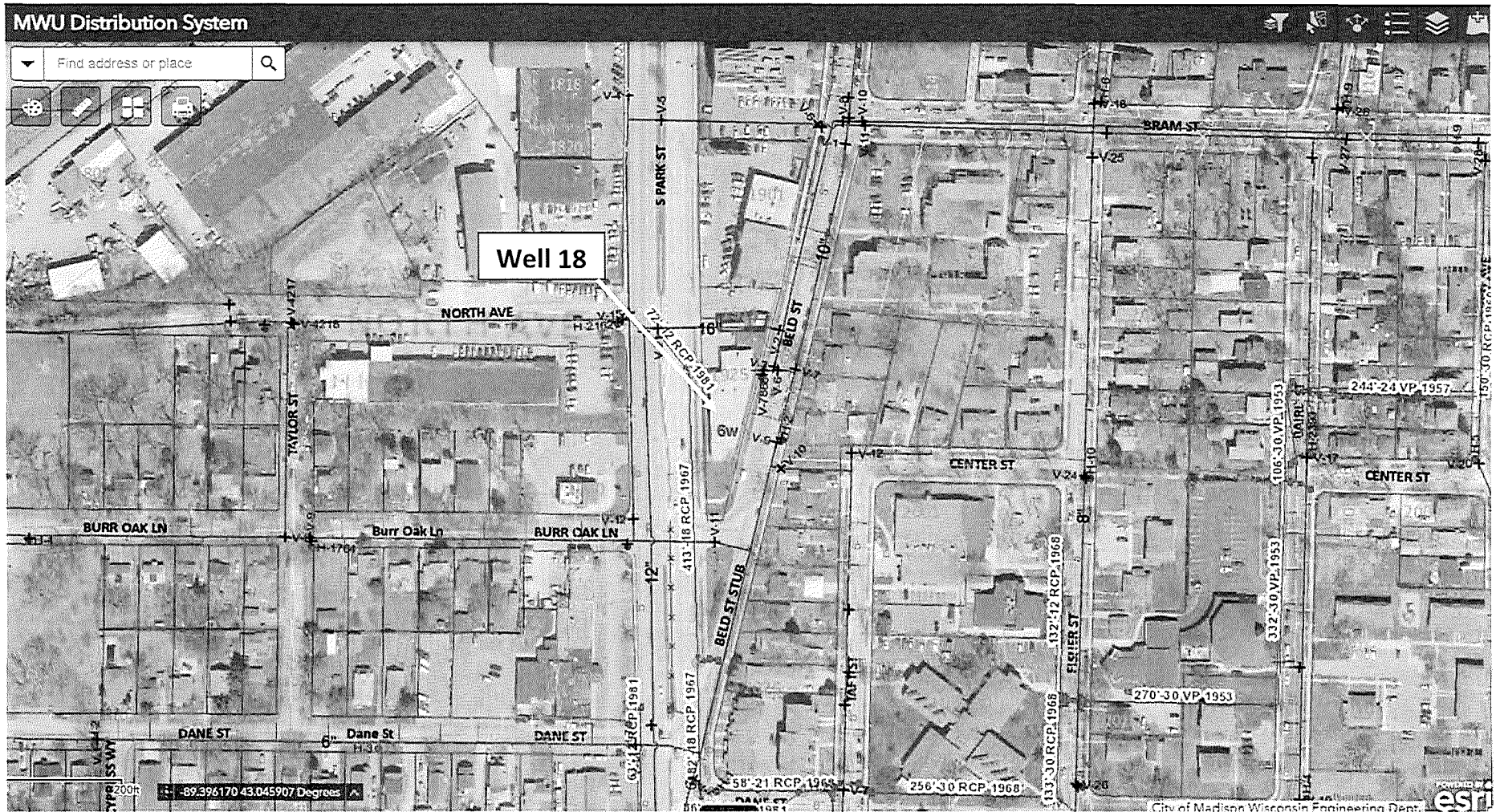
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- ii. If pH is above 6.5 or the water is yellow or excessively dirty, perform an intermediate purge of the treatment from the well and retreat the well with an initial strength treatment.
- d. If free chlorine drops below 300 mg/L within the first eight (8) hours of mixing a supplemental treatment, or if the solution becomes excessively dirty, continue mixing until chlorine is completely consumed, perform an intermediate purge and start with a fresh batch of initial strength treatment.
- e. When free chlorine stays above 300 mg/L for 24 hours, treatment is complete.
- f. Perform a final purge of the well.
- g. Following the final purge of the well, Contractor will remove the temporary pump and other fittings/piping used in the treatment step and demobilize from the site.

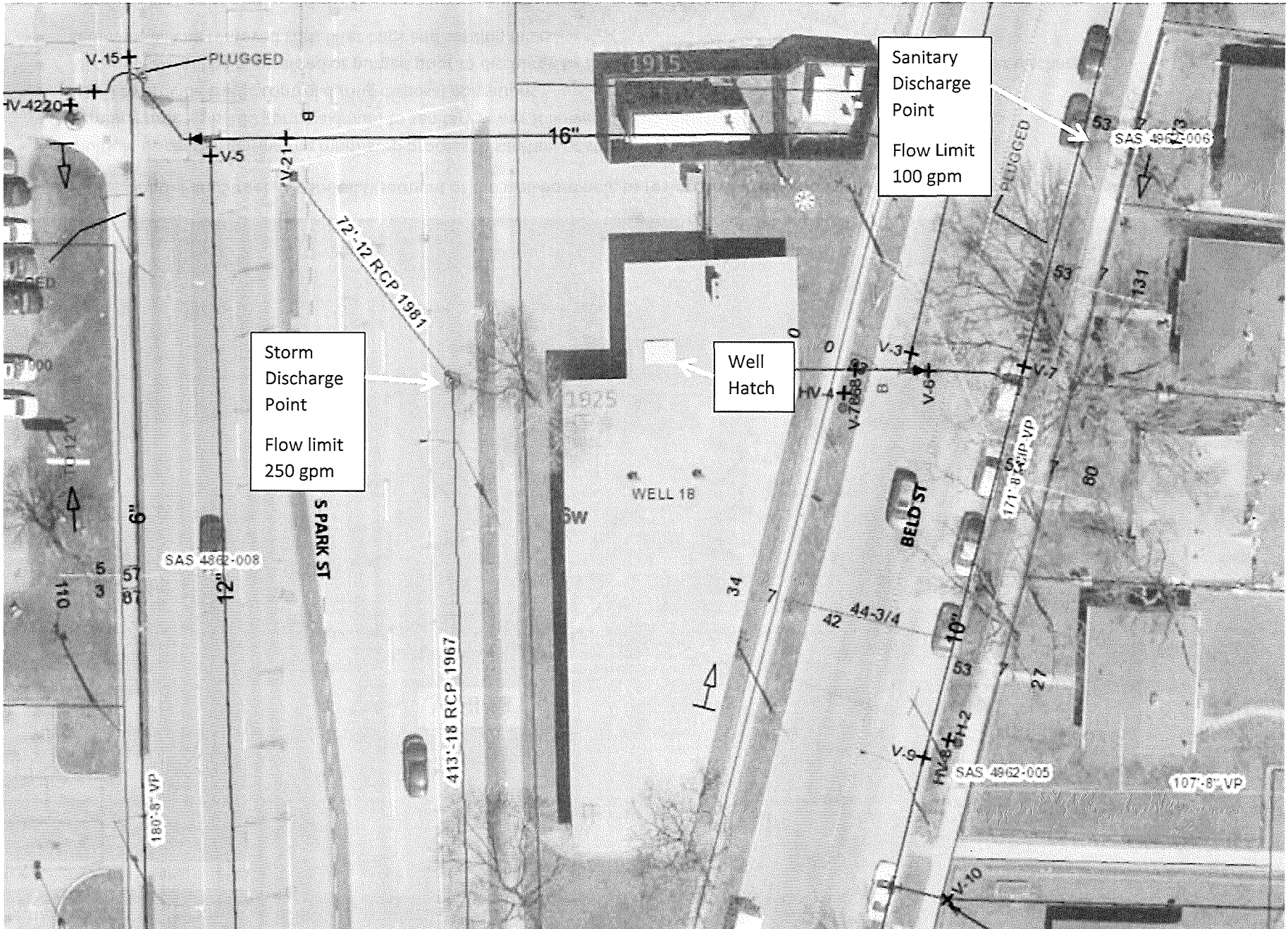
Step 6: Install Pump, Final Pump Test, and Sampling – MWU Task

1. MWU Staff will chlorinate the well to 100 mg/L for final chlorination before reinstallation of well pump (DNR requirement).
2. MWU staff will reinstall well pump, spraying all components with 200 mg/L chlorine solution as they are installed
3. MWU Staff will pump the well to storm sewer for a minimum of 8 hours, dechlorinating as necessary. Note discharge rate, discharge pressure and drawdown every 2 minutes for the first 10 minutes, then every 10 minutes thereafter.
4. The first bacteria sample can be collected no sooner than 30 minutes after chlorine is no longer detectible.
5. MWU Staff will collect two safe samples a minimum of 8 hours apart before returning the well to service.



Well 18 – 1925 South Park Street - Chemical treatment of the well bore hole to restore lost production capacity

- Multiple discharges during the multi-step process to sanitary or storm sewer @ 250 gpm for up to 24 hours.
- Pumping process is 100 gpm maximum to sanitary sewer followed by 250 gpm to storm sewer
- MWU to provide traffic control during disposal operations
- All chemicals will be neutralized or purged prior to discharge to the storm sewer resulting in an untreated well water discharge.
- Sediment will be removed with filter bags and settling tanks.



Sanitary
Discharge
Point
Flow Limit
100 gpm

Storm
Discharge
Point
Flow limit
250 gpm

Well
Hatch

SAS 4862-008

SAS 4862-005

SAS 4862-006

107'-8" VP

180'-6" VP

12"

10"

413'-18 RCP 1967

72'-12 RCP 1981

BELD ST

S PARK ST

WELL 18

V-15

V-5

V-21

V-3

V-6

V-7

HV-4

V-7

V-9

V-10

PLUGGED

PLUGGED

16"

34

7

42

44-3/4

27

60

53

53

131

110

6"

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SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE Well 18 Treatment

CONTRACT NO. 9006

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

- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Midwest Well Services, Inc. dba: Municipal Well & Pump (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin; a partnership consisting of ; an individual trading as ; of the City of Waupun State of Wisconsin; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail, before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

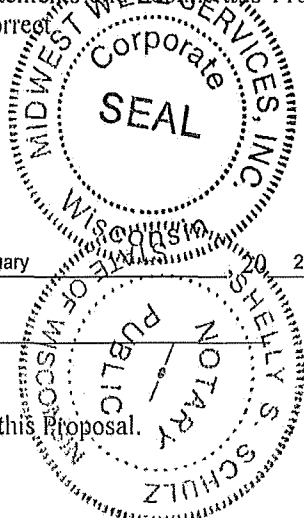
SIGNATURE Donald W. Rens

President TITLE, IF ANY

Sworn and subscribed to before me this 18th day of January 2021

(Notary Public or other officer authorized to administer oaths) My Commission Expires 6/19/2024

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



Contract 9006 – Midwest Well Services, Inc, dba Municipal Well & Pump

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

N/A

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. 9006

Small Business Enterprise Compliance Report

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

Cover Sheet

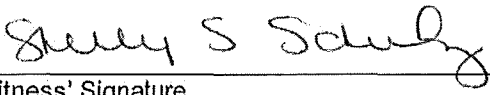
Prime Bidder Information

Company:	Midwest Well Services, Inc. dba: Municipal Well & Pump
Address:	1212 Storbeck Drive, Waupun, WI 53963
Telephone Number:	920-324-3400
Fax Number:	920-324-3431
Contact Person/Title:	Donald W. Rens - President

Prime Bidder Certification

Name:	Donald W. Rens
Title:	President
Company:	Midwest Well Services, Inc. dba: Municipal Well & Pump

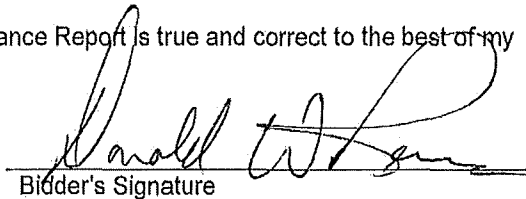
I certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.



Witness' Signature

11/18/2021

Date



Bidder's Signature

WELL 18 TREATMENT

CONTRACT NO. 9006

DATE: 1/21/21

**Midwest Well Services, Inc.
dba Municipal Well & Pump**

Item	Quantity	Price	Extension
Section B: Proposal Page			
1 - Step 1: Televisive well - L.S.	1.00	\$1,430.00	\$1,430.00
2 - Step 2: Mechanically clean well: brushing, one AIG pass at 2,500 psi and debris removal - L.S.	1.00	\$28,150.00	\$28,150.00
3 - Step 2 and 3: Setup and remove temporary pump and equipment for AIG and chemical rehabilitation of well - L.S.	1.00	\$13,760.00	\$13,760.00
4 - Step 3: Perform acid treatment of entire borehole – initial strength treatment - each	2.00	\$5,700.00	\$11,400.00
5 - Step 3: Perform acid treatment of entire borehole – supplemental dose treatment - each	2.00	\$3,835.00	\$7,670.00
6 - Step 4: Perform chlorine treatment of entire well – initial strength treatment - each	2.00	\$9,535.00	\$19,070.00
7 - Step 4: Perform chlorine treatment of entire well – supplemental dose treatment - each	2.00	\$6,810.00	\$13,620.00
8 - Step 5: Perform chlorine-based treatment of entire well – initial strength treatment - each	2.00	\$13,075.00	\$26,150.00
9 - Step 5: Perform chlorine-based treatment of entire well – supplemental dose treatment - each	2.00	\$7,060.00	\$14,120.00
10 - Steps 3 thru 5: Intermediate purge - each	7.00	\$2,077.00	\$14,539.00
11 - Step 5: Final purge - L.S.	1.00	\$3,040.00	\$3,040.00
Subtotals			\$152,949.00

Section B: Proposal Page - Supplemental Bid Items

S1 - Additional AIG pass at 2,500 psi minimum - each	1.00	\$7,500.00	\$7,500.00
S2 - Inhibited Hydrochloric Acid added to or deducted from a treatment step - Gal.	10.00	\$10.00	\$100.00
S3 - Sodium Hypochlorite added to or deducted from a treatment step - Gal.	10.00	\$10.00	\$100.00
S4 - Clearitas 110 added to a treatment step - Gal.	10.00	\$50.00	\$500.00
S5 - Glycolic acid added to a treatment step - Gal.	10.00	\$37.00	\$370.00
Subtotals			\$8,570.00
16 Items	Totals		\$161,519.00

SECTION G: BID BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, THAT Principal and Surety, as identified below, are held and firmly bound unto the City of Madison, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

WELL 18 TREATMENT CONTRACT NO. 9006

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above. It being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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

Midwest Well Services, Inc. dba Municipal Well & Pump

Name of Principal

Donald W. Reus

1/18/21
Date

By

Donald W. Reus, President
Name and Title

SURETY

Old Republic Surety Company

Name of Surety

Connie Smith

01/11/2021
Date

By

Connie Smith, Attorney-in-Fact
Name and Title

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Provider No. 16492915 for the year 2021 and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

01/11/2021
Date

Connie Smith
Agent Signature Connie Smith

P.O. Box 465
Address

Hudson, WI 54016
City, State and Zip Code

800-535-0006
Telephone Number

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU of HUDSON, WI

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage delinquency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of January, 2020

Karen J. Hafner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of January, 2020, personally came before me, Alan Pavlic and Karen J Hafner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5172



Signed and sealed at the City of Brookfield, WI this 11th day of January, 2021

Karen J. Hafner
Assistant Secretary

SECTION H: AGREEMENT

THIS AGREEMENT made this 24th day of February in the year Two Thousand and Twenty-One between **MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL AND PUMP** 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 **FEBRUARY 23, 2021**, 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:

WELL 18 TREATMENT CONTRACT NO. 9006

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 HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED NINETEEN AND NO/100** (\$161,519.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(l), 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.

**WELL 18 TREATMENT
CONTRACT NO. 9006**

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

Countersigned:

**MIDWEST WELL SERVICES, INC. DBA
MUNICIPAL WELL AND PUMP**

Company Name

Brian S. Brodersen 2/24/21
Witness Brian Brodersen Date

Scott DeYoung 2/24/21
President Scott DeYoung Date

Gretchen Schaver 2/24/21
Witness Gretchen Schaver Date

Shelly S. Schultz 2/24/21
Secretary Shelly S. Schultz Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

Whitney 2/11/21
Finance Director Date

Michael Hayes 3-15-2021
City Attorney Date

[Signature] 3/16/21
Witness Date

[Signature] 2/16/21
Mayor Date

[Signature] 2/18/21
Witness Date

Shelby Hanewald for 3/8/21
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL AND PUMP** as principal, and Old Republic Surety Company Company of Wisconsin as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED NINETEEN AND NO/100 (\$161,519.00)** 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:

**WELL 18 TREATMENT
CONTRACT NO. 9006**

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.

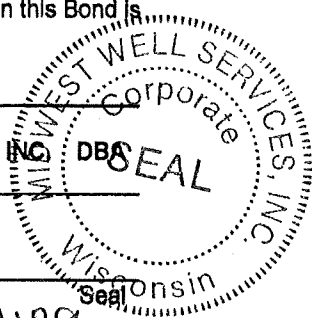
Signed and sealed this 24th day of February, 2021

Countersigned:

[Signature]
Witness
[Signature]
Secretary

**MIDWEST WELL SERVICES, INC. DBA
MUNICIPAL WELL AND PUMP**
Company Name (Principal)

[Signature]
President Scott DeYoung



Approved as to form:

[Signature]
City Attorney

Old Republic Surety Company

Surety Seal
 Salary Employee Commission

By [Signature]
Attorney-In-Fact Connie Smith

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 16492915 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

02/24/2021

Date

[Signature]
Agent Signature Connie Smith



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of January, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of January, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-5172

Signed and sealed at the City of Brookfield, WI this 24th day of February, 2021.

Karen J. Haffner
Assistant Secretary