

Contract Routing Form

ROUTING: Routine

printed on: 06/15/2017

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

Project: Utility Replacement with Resurfacing Assessment District - 2017

Contract No.: 7957
Enactment No.: RES-17-00466
Dollar Amount: 558,763.55

File No.: 47235
Enactment Date: 06/13/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-15-2017	6-15-2017
Director of Civil Rights	6.16.17	6.20.17 FNS
Risk Manager	6.21.17	6/21/17 REN
Finance Director	6.21.17	6-21-17 RW
City Attorney #799	6.21.17	6-23-2017
Mayor	6.28.17	6.27.17

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

Original + 2 Copies

06/15/2017 08:43:57 enjls - Steve Sonntag 267-1997

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: NA / Agency / No
Contract Value: 558,763.55
AA Plan: APPROVED
Amendment / Addendum # N/A
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Legislation Details (With Text)

File #: 47235 **Version:** 1 **Name:** Awarding Public Works Contract No. 7957, Utility Replacement with Resurfacing Assessment District - 2017 (S. Blount Street)

Type: Resolution **Status:** Passed

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

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

Enactment date: 6/13/2017 **Enactment #:** RES-17-00466

Title: Awarding Public Works Contract No. 7957, Utility Replacement with Resurfacing Assessment District - 2017 (S. Blount Street)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7957.pdf

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

The proposed resolution awards the contract for Blount Street resurfacing at a total estimated cost of \$575,530. In the adopted 2017 capital budget Engineering-Major Streets has budgeted \$10,294,800 for the resurfacing of existing streets via the Pavement Management capital program (MUNIS 10540). Funding for the contract is provided by GO Borrowing and associated utilities.

MUNIS:

11598-402-170:54410 (91396) - \$160,850.00
11598-402-174:54445 (91345) - \$9,590.00
11598-84-174:54445 (91345) - \$27,400.00
11598-83-173:54445 (91345) - \$282,090.00
11598-86-179:54445 (91360) - \$95,600.00

Awarding Public Works Contract No. 7957, Utility Replacement with Resurfacing Assessment District - 2017 (S. Blount Street)

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

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

SOL

See attached document (Contract No. 7957) for itemization of bids.

Licensee Demographics

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

License Quick View

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

Phone, E-mail, Website

Phone

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

Email

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

Website

Type	Website
Business URL	HAUSMANN-JOHNSON.COM

License Information

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

Line Of Authority

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

Designated Responsible Licensed Producer

No results found.

Relationships

No results found.

Business Entity Affiliations

No results found.

DBA/Trade Name

No results found.

Continuing Education Information

CE Compliant: No

Compliance Date:

CE Start Date: 01/01/2017

CE End Date: 12/31/2018

Design/Over 25 years: No

CE Exemption Type: Not Exempt


CE Exemption Reason:

General Target: 21

General Credits: 0

Ethics Target: 3

Ethics Credits: 0

 west

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

First Previous 1 Next Last

\$558,763.55
FILE

BID OF CAPITOL UNDERGROUND, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017
(S. BLOUNT STREET)

CONTRACT NO. 7957

PROJECT NO. 11598

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7957

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: ss

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:	UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7957
SBE GOAL	3%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 28, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	APRIL 28, 2017
BID SUBMISSION (1:00 P.M.)	MAY 5, 2017
BID OPEN (1:30 P.M.)	MAY 5, 2017
PUBLISHED IN WSJ	APRIL 21 & 28, 2017

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

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

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express (www.bidexpress.com). Proposals will be accepted at the location, the time and the date designated in the advertisement. Proposals received after the time and date designated will be returned to the bidder unopened.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 ☐ Asbestos Removal
120 ☐ House Mover

- 110 ☐ Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 ☐ Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7957

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

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

SECTION 102.12: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacing sanitary and storm sewer, water main, removing and replacing concrete curb and gutter, sidewalk and drive aprons, excavation cut, crushed aggregate base course, and asphalt pavement as noted in the specifications and on the plans.

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

South Blount Street – East Main Street to Williamson Street

Work shall include replacing the sanitary sewer from Railroad Street to Williamson Street. Install water main from 175 southeast of Railroad Street to East Main Street. Storm sewer inlets and leads will be replaced as needed. Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the sanitary sewer and water main work or are in poor condition. The street will pulverized, shaped and paved with 2.25" 19mm lower layer and 2" of 12.5 mm upper layer, type E-1 asphaltic pavement.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral that is replaced with this project.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into SASs and inlets shall be removed immediately.

SECTION 105.12**COOPERATION BY THE CONTRACTOR**

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

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

Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. As part of the rock excavation, Madison Gas & Electric will relocate gas services, as needed.

The Contractor shall coordinate work with the project at 722 Williamson to accommodate access to the site from S. Blount St and to coordinate any sewer work or sewer connections associated with the 722 Williamson project.

Madison Gas & Electric (Gas)

Steve Beversdorf, P.E.; office (608) 252-1552, cell (608) 444-9620

AT&T

Carol Anason; office (608) 252-2385, cell (920) 475-2799

Charter

Tom Payne; office (608) 288-6839, cell (608) 574-3331

SECTION 107.1**PUBLIC CONVENIENCE AND SAFETY**

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

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

The contractor shall not be allowed to remove curb and gutter from both sides of the street at the same time unless approved by the Engineer. This is in order to minimize the amount of on street parking required by property owners within any given block at the same time.

The contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

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

SECTION 107.12**RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY**

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet

(25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas and retaining walls on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

South Blount Street may be closed to through traffic for the duration of construction.

Maintain local and emergency vehicle access at all times.

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

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

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

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

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

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

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit. The City of Madison has also submitted for and will obtain a DOT DT2036 Permit, to construct utility facilities in a WISDOT railroad corridor. The Contractor shall meet all requirements of both City Erosion Control Permit and DOT DT2036 permits.

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

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or before July 5, 2017. The time of completion shall be OCTOBER 15, 2017. Once work begins the contractor shall have sixty (60) calendar days to complete the work.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4089). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 30201- TYPE A CONCRETE CURB AND CURB

Cold weather protection shall be considered incidental to these items.

BID ITEM 30208 - HAND FORMED CURB & GUTTER (TREE LOCATIONS)

When placing Hand Formed Curb & Gutter adjacent to existing trees, the Contractor shall minimize the excavation necessary for the curb to be installed. The excavated area shall be limited to a maximum of 6 Inches behind the back of curb. The Contractor shall coordinate work with City Forestry as required by the standard specifications. Cold weather protection shall be considered incidental to this item.

BID ITEM 30301 & 30302- 5 INCH CONCRETE SIDEWALK & 7 INCH CONCRETE SIDEWALK & DRIVE

Cold weather protection shall be considered incidental to these items.

ARTICLE 500

SEWERS AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or kfrank@cityofmadison.com.

SANITARY SEWER GENERAL

Sanitary sewer pipe work shall include installing approximately 608 feet of new 10" and 12" PVC SDR-35 and/or C900 pipe and 58 feet of new sanitary lateral SDR-35, in order to reconnect 2 sanitary laterals, at locations that are specified on the plan set and in accordance with the Standard Specifications.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50303) and Sanitary Lateral (Bid Item 50354).

ASTM AWWA C900 Class 150 (DR-18) sewer main and lateral as called for in the plan set shall be payable under Sanitary Sewer Main (Bid Item 50322/50323) and Sanitary Lateral (Bid Item 90032).

Laterals that are shown on the plans as 8" in diameter shall be paid for as 8" PVC Sanitary Sewer Pipe (Bid Item 50301)

All new sanitary sewer access structures shall include Neenah R-1050 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2017 edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, contractors are required to use a sonde device to confirm that the laterals are not active.

Sanitary sewer laterals shown on the construction plans were located by City television inspection, City records, and proposed future development needs.

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 48 feet of new pipe of 24"x38" HERCP, at locations that are specified on the plan set and in accordance with the Standard Specifications.

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

Where a new structure is to be constructed at an existing pipe, it is expected that the contractor shall saw cut the existing pipe in the required location to accommodate the placement of the new structure. If the contractor for his or her convenience deems it more suitable to remove the existing pipe to a full joint, the

additional pipe and concrete collar required to reconnect to the new structure shall be the contractor's responsibility and shall not be compensated.

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

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

<u>BID ITEM 50225</u>	<u>UTILITY TRENCH PATCH TYPE III</u>
<u>BID ITEM 50227</u>	<u>UTILITY TRENCH PATCH TYPE IV</u>

Apply the "Type IV" trench patch to all water main trenches except at the E. Main Street intersection where shown on the plans; apply the "Type III" trench patch through the E. Main Street intersection.

BID ITEM 50354 - SANITARY SEWER LATERAL (SDR 35) - RESURFACING

Sanitary sewer laterals shown on the construction plans were located by City television inspection, City records, and proposed future development needs.

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

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

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

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50355 – RECONNECT

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

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2017 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on S. Blount Street from Williamson Street to E. Main Street. New 8-inch ductile-iron water main will be extended from existing PVC water main (1984) where no previous water main existed.

If necessary, sections of existing PVC water main will be lowered to accommodate new sewer utility installations. Any lowered sections shall replace PVC material with ductile iron pipe and fittings.

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

SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison *Standard Specifications For Public Works Construction, 2017 Edition*.

BID ITEM 50225 UTILITY TRENCH PATCH TYPE III **BID ITEM 50227 UTILITY TRENCH PATCH TYPE IV**

Apply the "Type IV" trench patch to all water main trenches except at the E. Main Street intersection where shown on the plans; apply the "Type III" trench patch through the E. Main Street intersection.

BID ITEM 70880 CUT-IN OR CONNECT TO EXISTING WATER SYSTEM

If necessary, sections of existing PVC water main may be lowered to accommodate new sewer utility installations. Any lowered sections shall replace PVC material with ductile iron pipe and fittings.

BID ITEM 90030 – 5'X7' STORM SAS

DESCRIPTION

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

- a. Roof thickness increased to 10" in vertical thickness.

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

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

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

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

MEATHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90031 – BORE & JACK 12" DIAMETER SANITARY SEWER

DESCRIPTION

A. General

Work under this item shall include the installation and material cost to BORE AND JACK 12" DIAMETER SANITARY SEWER main with casings. The sanitary sewer shall be installed by boring and jacking where included with this bid item is a suitable sized "casing pipe". The casing pipe must be sized by the contractor in order for the inner sanitary sewer lateral to properly fit within the casing pipe. All costs for furnishing and installing the steel casing pipe, casing spacers, access and receiving pits, and all work necessary to push the casing pipe shall be included.

Included in this item is the excavation and backfilling of the réceiving pits. Disposal of the excess material shall be by the Contractor off site at a location to be determined by the Contractor. Backfilled material shall meet City of Madison Standard Specifications for Public Works Construction - 2017 Edition. Necessary work and materials to adequately secure the pits with full cover or security fencing shall be incidental to this bid item. The 12" diameter sanitary sewer being installed with the casing will be included as incidental to this Bore and Jack bid item.

-
- The Contractor is informed that the casing pipe specified shall be at a minimum of 24" diameter or as large as deemed necessary by the contractor to successfully complete the work in accordance with the construction plans.
-
- The sanitary sewer main inside the casing shall be ASTM AWWA C900.

B. Materials

Bore and Jack shall include all materials necessary to install the 12" sanitary sewer pipe in accord with the requirements above. A casing pipe included with this item shall be in accord with the following:

- ASTM specification A139 Grade B or AWWA specification C200
- Outside diameter as specified by the Contractor
- Not coated or cathodically protected, no hydrostatic testing required
- 0.4375" minimum thickness (See chart on Sheet U-1 for casing thickness requirements)
- Specified minimum yield strength, SMYS, of at least 35,000 psi
- New and unused pipe
- Straight and round pipe
- Beveled ends for butt welding

The Contractor shall submit the following to the Engineer for approval prior to ordering of materials and the start of construction:

- Certificate of compliance for the steel casing pipe
- Materials for sand or pea gravel
- Materials for casing spacers and distances between spacers
- Materials and methods for bulkheading the casing ends

C. Construction Methods

Contractor will be allowed to use wood blocking and/or pipe spaces to suspend the pipe in casing pipe to obtain the proper design slope. Both will be considered acceptable installation methods. The design slope will be verified by a City surveyor and if the slope is back-pitched or not at an acceptable slope, the Construction Engineer will require the pipe be adjusted.

Blocking Method:

Prior to installing pipe in the casing, a set of **four** wood blocks shall be strapped to **both** ends of the pipe **five feet (5')** from **each end**. The blocks shall be set so that the pipe does not touch the casing. Pipe joints shall be made outside of the casing. Sand or Pea gravel shall be washed or blown into the casing to the spring line of the pipe to provide bedding under the pipe.

Pipe Spacers Method:

Non-Centered stainless Steel spacers (PSI S8GN-2 http://www.pipeline-seal.com/pdf_lit/csem&bg.pdf or approved equivalent) shall be installed in the casing pipe at varying to the new sewer main to set the sewer main to the desired slope. Spacers shall be installed in accordance with the manufacturer's specifications with maximum spacing of 8'.

The untrenched construction shall be performed by dry auger boring and jacking. Water jacking for excavation of the soil is not allowed. The use of water to facilitate removal of spoil is permitted. The untrenched construction shall extend beneath the railroad tracks to the limits shown on the plan set.

For the casing installation, the bore hole diameter shall be essentially the same as the outside diameter of the pipe. In soft, unstable soil, the auger shall be inside the casing, but not undersized, so as not to create a void between the casing and the soil. If voids should develop or if the bore hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, the voids shall be pressure grouted.

Connection of adjacent lengths of steel pipe shall be done by continuous, circumferential, field butt welding in accordance with AWWA C206. The connection shall result in a straight and true casing with a watertight seal.

The conduit pipe shall be installed on line and grade through the casing pipe. Install approved casing spacers at the approved distances. Fill the annular space between the casing and carrier pipe with the approved material (sand or pea gravel).

Take care to ensure that developed thrust pressures do not disturb existing utilities in or around the bore pit area. Any damage to utilities- public or private will be the responsibility of the contractor to repair.

METHOD OF MEASUREMENT

BORE AND JACK 12" DIAMETER SANITARY SEWER shall be measured by the lineal foot for successful completion of the 12" sanitary sewer pipe and larger casing pipe as described above which shall include all materials, equipment, labor, and incidentals necessary to complete the work.

BASIS OF PAYMENT

BORE AND JACK 12" DIAMETER SANITARY SEWER shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, labor and incidentals required to complete the work as set forth in the description.

BID ITEM 90032 - SANITARY SEWER LATERAL (PRESSURE)

DESCRIPTION

Work under this item shall include the installation of pressure sanitary lateral in the location where the proposed sanitary sewer main is pressure sewer main. The ductile iron fittings which are utilized with the AWWA C900 Class 150 DR 18 pipe do not properly connect to ASTM D3034 SDR-35 or SDR-26 pipe type. The proposed pressure sanitary lateral shall be installed in conformance to the Article 503.3 of City of Madison Standard Specifications for Public Works Construction 2017 edition.

Sanitary sewer laterals shown on the construction plans were located by City television inspection, City records, and proposed future development needs.

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

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

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares and 20' of curb and gutter removed and replaced if the sidewalk and curb are not being called for replacement with the street portion of the project. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

METHOD OF MEASUREMENT

Sanitary Sewer Lateral (Pressure) shall be measured by the linear foot of pipe in accordance with Section 503.4 of the standard specifications.

BASIS OF PAYMENT

Sanitary Sewer Lateral (Pressure) shall be measured as described and shall be paid at the contract unit price for all materials, labor, equipment and incidentals necessary to acceptably complete the work as described.

BID ITEM 90070 - Excavation and Hauling of Petroleum Contaminated Soil(UNDISTRIBUTED)

A.1 General

This special provision describes excavating, loading and hauling of petroleum contaminated soil to:

Waste Management Madison Prairie Landfill
3490 Nelson Road
Sun Prairie, WI 53590
608.837.9031

Landfill tipping fees will be paid for directly by the City of Madison, not the Contractor. The City will be responsible for all waste profiling and provide manifests to the Contractor to take with each load to the landfill. Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Soil Location(s)

Contaminated soil was identified near and around boring 1. We expect the Contractor to encounter contamination at or near the 15' depth in this area.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the Project Engineer.

A.3 Coordination

Coordinate work under this contract with the City of Madison Environment Consult:

Brynn Bemis
210 Martin Luther King Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
608.695.1385 (cell)
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Obtaining the necessary landfill profile prior to start of construction.
2. Assisting with determining the location and limits of contaminated soil to be excavated based on soil analytical results and field observation.
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for potentially-contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the project engineer.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, there is a low potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

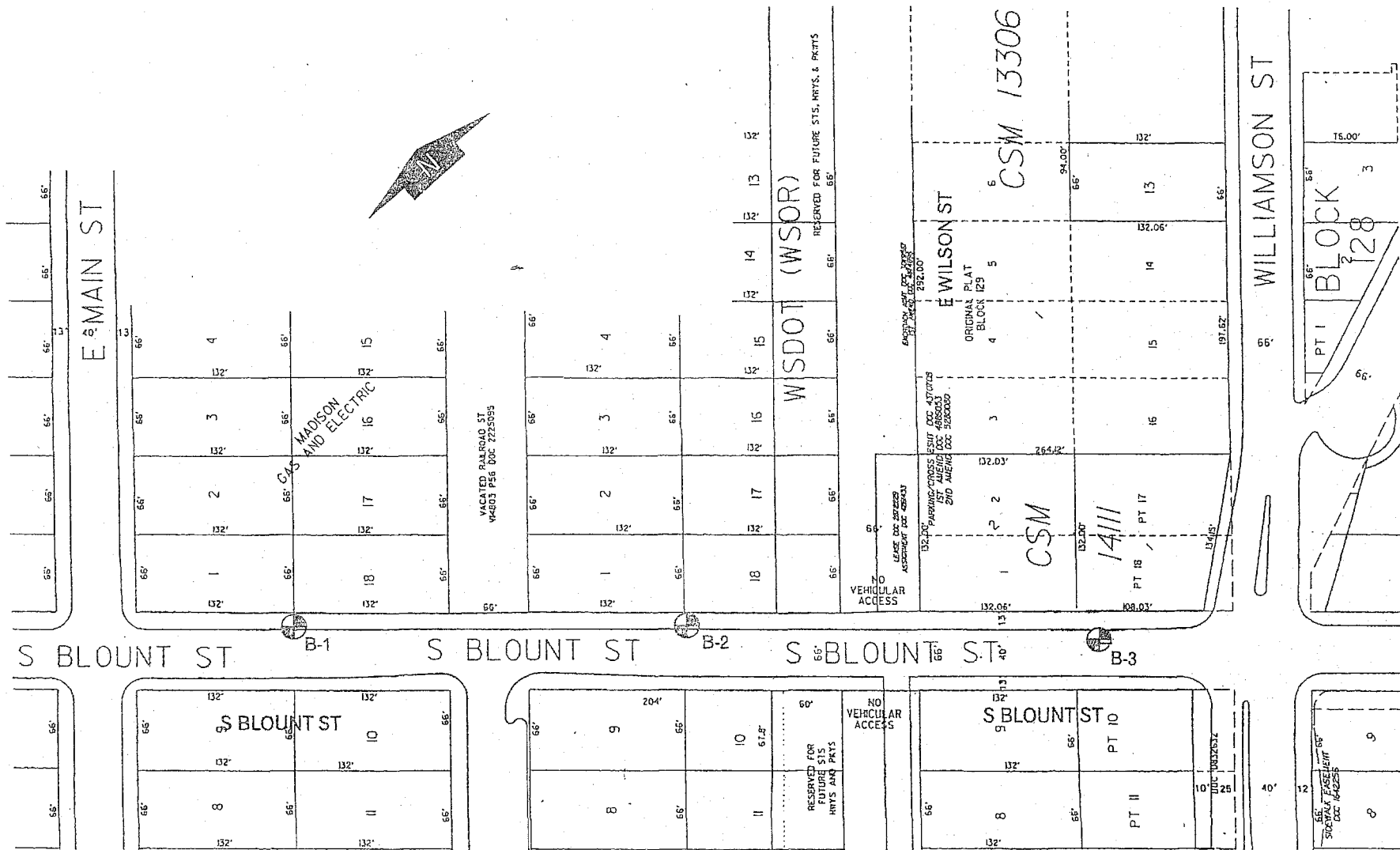
The environmental consultant will periodically evaluate soil excavated from contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant or Project Inspector will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

D Measurement and Payment

The department will measure Excavation and Hauling of Petroleum Contaminated Soil in tons of waste, documented by the weight tickets generated by the selected landfill. **The landfill tipping fees will be paid for directly by the City of Madison.**



Legend



Denotes Boring Location (approximate)

Notes

1. Soil boring performed by Badger State Drilling in January 2017

DWN: - APP'D: MNS Date: 11/17 C16051-28

CGC, Inc.

SOIL BORING LOCATION PLAN
South Blount Street
Madison, Wisconsin



LOG OF TEST BORING

Project South Blount Street Sanitary

Location Madison, Wisconsin

Boring No. 1
Surface Elevation (ft) _____
Job No. 16051-28
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Req (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	PI (PPM)
1		18	M	11		TOPSOIL to 0'4"					
						FILL: Medium Stiff to Stiff, Brown and Gray Clay with Sand, Gravel and Fibers to 2 ft	(1.0-1.5)				0
2		8	M	4		Loose to Very Loose Brown Sand with Silt, Gravel and Clay to 3 ft					0
						Soft to Very Soft Gray Clay with Trace Sand and Gravel to 5.25 ft					
3		10	M	4			(0.25)				0
						Loose to Very Loose, Black Sedimentary PEAT, Trace Sand (PT)					
4		16	M	5		Soft to Very Soft, Gray Lean CLAY, Trace Sand (CL)	(0.4)				0.2
5		18	M	5							
							(0.25)				0
6		18	M/W	9							
							(<0.2)				0.2
7		18	M/W	4		Very Soft, Dark Gray Silty CLAY, Trace to Little Sand (ML-CL)					
							(<0.2)				0
8		18	W	4							
							(<0.2)				1.4
9		18	W	4		Petroleum odor noted beginning at 16 ft					
							(<0.2)				6.1
						End Boring at 18 ft					
						Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 14.0' Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

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

GENERAL NOTES

Start 1/4/17 End 1/4/17
Driller BSD Chief MC Rig CME-55
Logger FD/NB Editor ESF
Drill Method 2.25" HSA; Autohammer



LOG OF TEST BORING

Project South Blount Street Sanitary
Location Madison, Wisconsin

Boring No. 2
Surface Elevation (ft) _____
Job No. 16051-28
Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	PI (PPM)
1	13	M	16		TOPSOIL to 0'2"					0
2	6	M	7		FILL: Medium Dense, Brown, Dark Brown and Dark Gray Sand with Gravel and Silt, Trace Clay and Cinders to 2 ft					0
3	16	M	7		Loose, Brown Silty Sand to Sandy Silt with Variable Silt and Gravel Contents to 7 ft					1.4
4	18	M	8							0.2
5	16	M	8		Loose, Black Sedimentary PEAT (PT)					
6	3	M/W	9		Medium Stiff to Stiff, Gray/Dark Gray (Mottled) Lean CLAY, Trace Sand (CL)	(1.0)				0.8
7	18	W	11		Stiff, Gray Lean CLAY, Trace to Little Sand (CL)	(1.25)				
8	18	W	14		Becoming Soft and Sandy near 11.5 ft	(0.5)				0
					Medium Dense, Gray Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)					0
										0
					End Boring at 16 ft					
					Borehole backfilled with bentonite chips					

WATER LEVEL OBSERVATIONS

While Drilling ☒ 12.0' Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

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

GENERAL NOTES

Start 1/4/17 End 1/4/17
Driller BSD Chief MC Rig CME-55
Logger FD/NB Editor ESF
Drill Method 2.25" HSA; Autohammer



LOG OF TEST BORING

Project South Blount Street Sanitary

Location Madison, Wisconsin






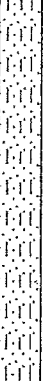


Boring No. 3

Surface Elevation (ft)

Job No. 16051-28

Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	PID (PPM)
1AS			M			 3 in. Asphalt Pavement/8 in. Base Course					
						 FILL: Light Brown Silty Sand and Gravel to 2 ft					0
2		7	M	8		Stiff, Brown Clay with Occasional Gravel to 4 ft	(1.25)				0
3		11	M	12		 Loose, Black Sedimentary PEAT (PT)	(1.25)				1.4
4		16	M	6		 Soft to Very Soft, Gray Lean CLAY, Little to Some Sand and Gravel (CL)	(0.25)				0.2
5		15	M/W	7		 Loose to Medium Dense, Brown Silty Fine SAND, Trace Clay (SM)	(0.25)				0.8
6		18	W	17	10	 Becoming Gray near 12 ft					0
7		18	W	8		 Loose/Soft, Laminated SILT and Silty CLAY (ML/ML-CL)	(0.4)				0
8		18	W	6	15						0
9		16	W	8		 End Boring at 18 ft					
						Borehole backfilled with bentonite chips and asphalt patch					
					20						

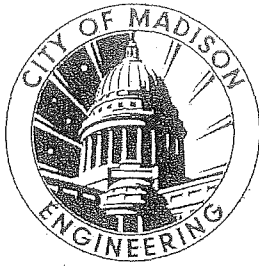
WATER LEVEL OBSERVATIONS

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

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

GENERAL NOTES

Start 1/4/17 End 1/4/17
Driller BSD Chief MC Rig CME-55
Logger FD/NB Editor ESF
Drill Method 2.25" HSA; Autohammer



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

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

Assistant City Engineer

Michael R. Dailey, P.E.

Principal Engineer 2

Gregory T. Fries, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Eric L. Dundee, P.E.

John S. Fahrney, P.E.

Christopher J. Petykowski, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Operations Manager

Kathleen M. Cryan

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

May 3, 2017

**NOTICE OF ADDENDUM:
ADDENDUM 1**

CONTRACT NO. 7957

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017

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

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

PLANS:

None

SPECIAL PROVISIONS:

BID ITEM 90030 – 5'X7' STORM SAS

DESCRIPTION

Work under this item includes construction of a new 5' x 7' field poured storm structure, providing and installing two (2) castings (Two R-1550-0054), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 5' x 7' field poured SAS shall have steel reinforcement and wall dimensions as described below:

PROPOSAL:

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

Action	Bid Item	Description	Quantity	Units
MODIFY	50225	UTILITY TRENCH PATCH TYPE III	50	T.F.
MODIFY	50227	UTILITY TRENCH PATCH TYPE IV	470	T.F.
REMOVE	70002	FURNISH AND INSTALL 6 INCH PIPE & FITTINGS	30	L.F.
MODIFY	70003	FURNISH AND INSTALL 8 INCH PIPE & FITTINGS	520	L.F.
REMOVE	70031	FURNISH AND INSTALL 6-INCH WATER VALVE	1	EACH
REMOVE	70040	FURNISH, INSTALL AND SALVAGE HYDRANT	1	EACH

May 3, 2017

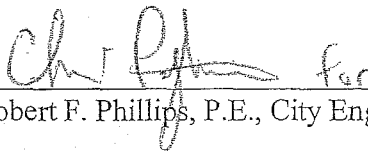
Page 2

MODIFY	70080	CUT-IN OR CONNECT TO EXISTING WATER SYSTEM	4	EACH
MODIFY	70101	FURNISH AND INSTALL STYROFOAM	120	L.F.
MODIFY	70104	ADJUST WATER VALVE BOX	3	EACH
MODIFY	90070	EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL(UNDISTRIBUTED)	500	TON

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>



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

RFP: sms

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE UTILITY REPLACEMENT WITH RESURFACING - 2017

CONTRACT NO. 7957

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos. 1 through 1 issued thereto, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Capitol Underground, Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of _____; an individual trading as _____; of the City of Sun Prairie State of WI; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE

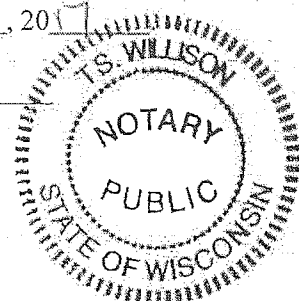
TITLE, IF ANY

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

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 6/6/20

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



Contract 7957 – Capitol Underground, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

2. Madison General Ordinance (M.G.O.), 33.07(7), does provide for some exemptions from the active apprentice requirement. Apprenticeable trades are those trades considered apprenticeable by the State of Wisconsin. Please check applicable box if you are seeking an exemption.

- ☐ Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- ☐ No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- ☐ Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- ☐ First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- ☐ Contractor has been in business less than one year.
- ☐ Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- ☐ An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

- ☐ The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

- ☐ BRICKLAYER
- ☐ CARPENTER
- ☐ CEMENT MASON / CONCRETE FINISHER
- ☐ CEMENT MASON (HEAVY HIGHWAY)
- ☒ CONSTRUCTION CRAFT LABORER
- ☐ DATA COMMUNICATION INSTALLER
- ☐ ELECTRICIAN
- ☐ ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- ☐ GLAZIER
- ☒ HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- ☐ INSULATION WORKER (HEAT and FROST)
- ☐ IRON WORKER
- ☐ IRON WORKER (ASSEMBLER, METAL BLDGS)
- ☐ PAINTER and DECORATOR
- ☐ PLASTERER
- ☐ PLUMBER
- ☐ RESIDENTIAL ELECTRICIAN
- ☐ ROOFER and WATER PROOFER
- ☐ SHEET METAL WORKER
- ☐ SPRINKLER FITTER
- ☐ STEAMFITTER
- ☐ STEAMFITTER (REFRIGERATION)
- ☐ STEAMFITTER (SERVICE)
- ☐ TAPER and FINISHER
- ☐ TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- ☐ TILE SETTER

CONTRACT NO. 7957

Small Business Enterprise Compliance Report

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

Cover Sheet


Prime Bidder Information

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

Prime Bidder Certification

Name:	Brent Conwell
Title:	Controller
Company:	Capitol Underground, Inc.

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



Witness' Signature



Bidder's Signature

5/5/17

Date

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017 (S. BLOUNT STREET)

CONTRACT NO. 7957

DATE: 5/5/2017

Capitol Underground, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,450.00	\$5,450.00
10790.0 - RAILROAD INSURANCE - LUMP SUM	1.00	\$2,500.00	\$2,500.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	20.00	\$2.00	\$40.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	20.00	\$2.00	\$40.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$56,500.00	\$56,500.00
20101.0 - EXCAVATION CUT - C.Y.	180.00	\$42.50	\$7,650.00
20219.0 - BREAKER RUN - TON	385.00	\$11.20	\$4,312.00
20221.0 - TOPSOIL - S.Y.	75.00	\$5.15	\$386.25
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	125.00	\$7.00	\$875.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	600.00	\$4.15	\$2,490.00
20401.0 - CLEARING - I.D.	84.00	\$19.00	\$1,596.00
20403.0 - GRUBBING - I.D.	84.00	\$19.00	\$1,596.00
20701.0 - TERRACE SEEDING - S.Y.	75.00	\$3.80	\$285.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	75.00	\$3.80	\$285.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	145.00	\$44.00	\$6,380.00
30208.0 - HAND FORMED CURB AND GUTTER(TREE LOCATIONS) - L.F.	20.00	\$44.25	\$885.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	400.00	\$5.50	\$2,200.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	300.00	\$6.50	\$1,950.00
40202.0 - HMA PAVEMENT, TYPE E-1 - TON	705.00	\$57.68	\$40,664.40
40211.0 - TACK COAT - GAL	265.00	\$1.70	\$450.50
40311.0 - PULVERIZE AND SHAPE - SY	2650.00	\$5.80	\$15,370.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	230.00	\$4.10	\$943.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	240.00	\$6.00	\$1,440.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	140.00	\$9.10	\$1,274.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	60.00	\$10.00	\$600.00
20217.0 - CLEAR STONE - TON	250.00	\$5.00	\$1,250.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$600.00	\$1,200.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$2,170.00	\$2,170.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	21.00	\$150.00	\$3,150.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	35.00	\$20.00	\$700.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	21.00	\$40.00	\$840.00
20311.1 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	1.00	\$840.00	\$840.00
20314.1 - REMOVE PIPE (STORM) - L.F.	12.00	\$52.00	\$624.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	32.00	\$21.40	\$684.80
50424.0 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	48.00	\$287.40	\$13,795.20
50792.0 - STORM SEWER TAP - EACH	1.00	\$1,910.00	\$1,910.00
50801.0 - UTILITY LINE OPENING - EACH	1.00	\$659.00	\$659.00
90030.0 - 5'X7' STORM SAS - EACH	1.00	\$8,090.00	\$8,090.00
20311.2 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	2.00	\$630.00	\$1,260.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	0.70	\$2,870.00	\$2,009.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	2.00	\$230.00	\$460.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$0.10	\$0.10

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017 (S. BLOUNT STREET)

CONTRACT NO. 7957

DATE: 5/5/2017

Capitol Underground, Inc.

Item	Quantity	Price	Extension
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	731.00	\$0.10	\$73.10
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	280.00	\$33.75	\$9,450.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	300.00	\$12.95	\$3,885.00
50301.0 - 8" PVC SEWER PIPE (SDR 35) - L.F.	66.00	\$152.50	\$10,065.00
50303.0 - 12" PVC SEWER PIPE (SDR 35) - L.F.	94.00	\$137.45	\$12,920.30
50322.0 - 10" PVC PRESSURE SANITARY SEWER PIPE (C900) - L.F.	27.00	\$270.45	\$7,302.15
50323.0 - 12" PVC PRESSURE SANITARY SEWER PIPE (C900) - L.F.	487.00	\$138.55	\$67,473.85
50354.0 - SANITARY SEWER LATERAL (SDR 35)-RESURFACING - L.F.	27.00	\$89.20	\$2,408.40
50355.0 - RECONNECT - EACH	2.00	\$3,611.00	\$7,222.00
50361.0 - WASTEWATER CONTROL - EACH	1.00	\$9,375.00	\$9,375.00
50701.0 - 4' DIA SAS - EACH	5.00	\$4,195.00	\$20,975.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$385.00	\$1,155.00
50791.0 - SANITARY SEWER TAP - EACH	4.00	\$1,975.00	\$7,900.00
50801.0 - UTILITY LINE OPENING - EACH	5.00	\$659.00	\$3,295.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	6.00	\$30.00	\$180.00
90031.0 - BORE AND JACK 12" DIAMETER SANITARY SEWER - L.F.	90.00	\$898.00	\$80,820.00
90032.0 - SANITARY SEWER LATERAL (PRESSURE) - L.F.	30.00	\$153.10	\$4,593.00
90070.0 - EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL(UNDISTRIBUTED) - TONS	500.00	\$42.10	\$21,050.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	50.00	\$72.00	\$3,600.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	470.00	\$12.85	\$6,039.50
50801.0 - UTILITY LINE OPENING (ULO) - EACH	5.00	\$659.00	\$3,295.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	520.00	\$117.85	\$61,282.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$2,515.00	\$5,030.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	4.00	\$2,770.00	\$11,080.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	120.00	\$15.00	\$1,800.00
70104.0 - ADJUST WATER VALVE BOX - EACH	3.00	\$230.00	\$690.00
68 Items	Totals		\$558,763.55



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMoretti, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Capitol Underground, Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

CAPITOL UNDERGROUND, INC.

COMPANY NAME

AFFIX SEAL

December 7, 2015

DATE

By: 

SIGNATURE AND TITLE

SURETY

WESTERN SURETY COMPANY

COMPANY NAME

AFFIX SEAL

December 7, 2015

DATE

By: 

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

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

December 7, 2015

DATE



AGENT John W. Walsh

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

ADDRESS

Madison, WI 53704

CITY, STATE AND ZIP CODE

608-242-2550

TELEPHONE NUMBER

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

Project:

CERTIFICATE OF BIENNIAL BID BOND

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

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

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

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



SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12/9/15

DATE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

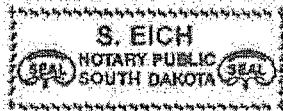
State of South Dakota }
County of Minnehaha }

ss

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

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

SECTION H: AGREEMENT

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

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

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

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

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017 (S. BLOUNT STREET) CONTRACT NO. 7957

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 FIVE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-THREE AND 55/100 (\$558,763.55) 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.

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:


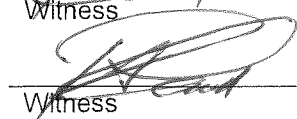
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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

UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017
(S. BLOUNT STREET)
CONTRACT NO. 7957

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

Countersigned:

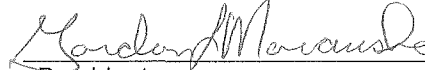

Witness

Witness

6/17/17
Date


6/17/17
Date

CAPITOL UNDERGROUND, INC.

Company Name


President

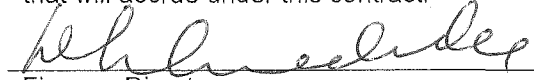
6/17/17
Date


Secretary


6/17/17
Date

CITY OF MADISON, WISCONSIN

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

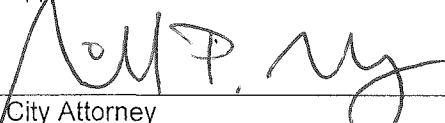

Finance Director

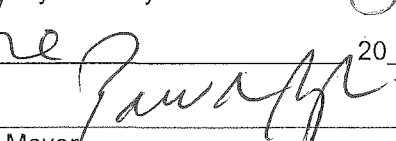
Signed this 27th day of June


Witness


Witness

Approved as to form:


City Attorney


Mayor

27 June 2017
Date


City Clerk

6-15-17
Date

SECTION I: PAYMENT AND PERFORMANCE BOND

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

Company of Chicago, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIVE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-THREE AND 55/100 (\$558,763.55) 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:

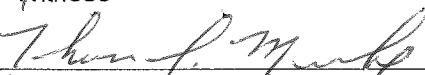
UTILITY REPLACEMENT WITH RESURFACING ASSESSMENT DISTRICT - 2017 (S. BLOUNT STREET) CONTRACT NO. 7957

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

Signed and sealed this 7th day of June, 2017

Countersigned:

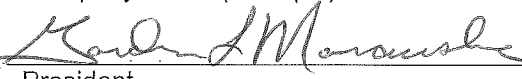


Witness


Secretary

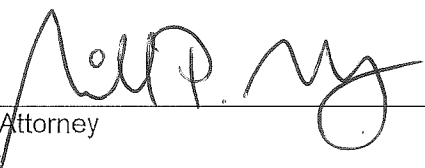
CAPITOL UNDERGROUND, INC.

Company Name (Principal)



President Seal

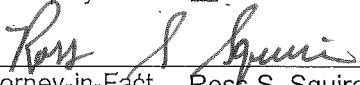
Approved as to form:



City Attorney

WESTERN SURETY COMPANY

Surety Seal
☐ Salary Employee ☒ Commission

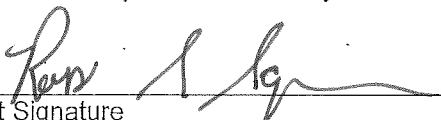
By 

Attorney-in-Fact Ross S. Squires

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

June 7, 2017

Date



Agent Signature

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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