

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/21/2018

Contract between: R.G. Huston Co., Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: W. Washington Avenue Assessment District - 2018

Contract No.: 8118
Enactment No.: RES-18-00379
Dollar Amount: 1,885,350.50

File No.: 51397
Enactment Date: 05/21/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-21-2018	5-21-2018
Director of Civil Rights	5-21-18	5-21-18 FNS
Risk Manager	5-22-18	5-22-18 mcl
Finance Director	5-22-18	5/22/18 MCR
City Attorney 562	5-22-18	5-22-18
Mayor	05.22.18	05.23.18

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

Original + 2 Copies

05/21/2018 15:42:53 enjls - Jim Wolfe 266-4099

RUSH

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 1,885,350.50
AA Plan: Approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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File #:	51397	Version: 1	Name:	Awarding Public Works Contract No. 8118, W. Washington Avenue Assessment District - 2018.
Type:	Resolution		Status:	Passed
File created:	4/24/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	5/15/2018		Final action:	5/15/2018
Enactment date:	5/21/2018		Enactment #:	RES-18-00379
Title:	Awarding Public Works Contract No. 8118, W. Washington Avenue Assessment District - 2018.			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8118 .pdf</u>			

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

Fiscal Note

The proposed resolution awards the contract for the West Washington Avenue repavement project from Regent Street to Bedford Street at a total cost of \$1.94 million. The Engineering Major Streets adopted 2018 budget includes this West Washington Avenue (Regent to Bedford) repavement project (MUNIS 10259); \$1.5 million of GO Borrowing is budgeted for the project in 2018. Associated utility funding is also provided within this project budget. The total project cost is assigned as follows:

Major Streets - \$1,493,550
Stormwater Utility - \$132,800
Sewer Utility - \$315,560

Title

Awarding Public Works Contract No. 8118, W. Washington Avenue Assessment District - 2018.

Body

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

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

See attached document (Contract No. 8118) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8118
W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018

R.G. HUSTON CO., INC.

\$1,885,350.50

Acct. No. 10259-402-170: 54410 (91350)	\$1,220,635.00
Contingency 3%±	<u>36,615.00</u>
Sub-Total	\$1,257,250.00

Acct. No. 10259-402-174:54445 (91345)	\$229,419.34
Contingency 3%±	<u>6,880.66</u>
Sub-Total	\$236,300.00

Acct. No. 10259-84-174:54445 (91345)	\$128,928.80
Contingency 3%±	<u>3,871.20</u>
Sub-Total	\$132,800.00

Acct. No. 10259-83-173:54445 (91345)	\$306,367.36
Contingency 3%±	<u>9,192.64</u>
Sub-Total	\$315,560.00

GRAND TOTAL	<u>\$1,941,910.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Travelers Casualty and Surety Company of America
Short Name:
SBS Company Number: 54218780
NAIC CoCode: 31194
FEIN: 06-0907370
Domicile Type: Foreign
State of Domicile: Connecticut
Country of Domicile: United States
NAIC Group Number: 3548 - Travelers Grp
Organization Type: Stock
Date of Incorporation: 07/18/1974
Merger Flag: Yes

Address

Business Address

One Tower Sq
 Hartford, CT 06183
 United States

Mailing Address

ONE TOWER SQUARE
 HARTFORD, CT 06183
 United States

Statutory Home Office Address

One Tower Sq
 Hartford, CT 06183
 United States

Main Administrative Office Address

One Tower Sq
 Hartford, CT 06183
 United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(860) 277-0111
Mailing Primary Phone	(860) 277-0111
Mailing Fax Phone	(860) 277-7002
Statutory Home Office Primary Phone	(860) 277-0111
Main Admin Office Primary Phone	(860) 277-0111

Email

No results found.

Website

No results found.

Company Type

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Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 09/10/1975
Effective Date: 07/01/1997
Legacy State ID: 110846
Issue Date: 09/10/1975
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

looker

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
TODD LOOKER	6497947	6497947	Intermediary (Agent) Individual	Casualty	01/30/1996	03/16/2018	03/15/2019
TODD LOOKER	6497947	6497947	Intermediary (Agent) Individual	Property	01/30/1996	03/16/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Workers Compensation Insurance	Workers Compensation Insurance	06/29/1990
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States

First Previous 1 Next Last

Company Merger

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
54221052	22535	Seaboard Surety Company	Property and Casualty	N	N	01/02/2009	

Companies Absorbed

First Previous 1 Next Last

Name Change History

No results found.

\$1,885,350.50
FILE

BID OF R. G. HUSTON CO., INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8118

PROJECT NO. 53W0752

MUNIS NO. 10259

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON **MAY 15, 2018**

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8118**

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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: jmw

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:	W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8118
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	4/13/2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	4/12/2018
BID SUBMISSION (2:00 P.M.)	4/19/2018
BID OPEN (2:30 P.M.)	4/19/2018
PUBLISHED IN WSJ	4/5/2018 & 4/12/2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. 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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8118

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, May 17, 2018**. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 16, 2018**.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of, sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, base preparation, concrete pavement, asphalt pavement, sidewalk, and driveway aprons.

The project limits for the work are on W. Washington Ave. from Proudfit St. (Regent St.) to Bedford St.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. 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 and curb removal and replacement may increase or decrease based on what is encountered in the field, especially as it relates to utility service replacement.

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 SAs and inlets shall be removed immediately.

SECTION 105.12

COOPERATION BY THE CONTRACTOR

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities, pavements, and any other structures or amenities that are to remain. 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 prior to any removal.

Coordination with City Traffic Engineering

Removal of certain electrical items are included with this contract, and these items will be re-installed and/or relocated by City Traffic Engineering. City Traffic Engineering will also be installing new conduit in locations of base replacement as well as along the Proudfit median and crossing the right turn lane on to Regent St. The Contractor shall provide time and space within the traffic control phases of the project for Traffic Engineering crews to complete this work, and prior to Traffic Engineering arriving on site, the contractor shall remove the curb, sidewalk, pavement or other items necessary for the installation of Traffic Engineering facilities. Contact Troy Vant (395-1975) a minimum of 72 hours prior to removal of any Traffic Engineering items, and a minimum of 1 week prior to phasing switches that will include installation of Traffic Engineering facilities.

City Traffic Engineering crews will also be replacing traffic signal loops in the base course prior to placement of final pavement at both intersections included with this project. The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering Electrical Section (Tom Bodenstein, 266-4767), 48 hours prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

Coordination with Railroad

During this project WSOR will replace the railroad crossing of W. Washington Ave. It is anticipated that this work will take 4 days to complete, and the work is tentatively scheduled to begin after 9:00am on Friday, July 27 and completed by Monday, July 30. Should weather prevent this work from taking place on those dates, the back-up dates are Friday, August 3 to Monday, August 6. The allowed week long closure of W. Washington Ave. shall be coordinated such that it coincides with the work to replace the railroad crossing.

The railroad will be installed concrete panels for this new road crossing that will extend beyond the sidewalk on both sides of the street. It is expected that the crossing will be set at a new grade approximately 3" to 4" higher than the existing crossing. The asphalt paving work that will take place with this project will extend right up to the new concrete panels.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial properties at all times. There are a number of businesses that rely on access to parking lots for patrons and deliveries. This also includes a gas station that will require access for fuel trucks.

Businesses will be allowed to provide sandwich board type signs to help identify the appropriate driveway access locations for their business. The Contractor shall protect and relocate these signs as necessary to ensure that the access locations are clearly defined and signs are positioned such that they're visible by vehicles.

Coordination with Utilities

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them. The Charter facilities are main fiber optic lines that shall require care when working near as these lines serve a large number of customers.

The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. The Contractor shall coordinate with utilities for structure adjustments.

MG&E will be installing a new concrete encased electrical conduit duct package near the centerline of W. Washington Ave. It is expected that work on this new facility will be starting around the end of April, and it will take approximately 8 to 10 weeks to complete this work. Contact Mark Bohm at mbohm@mge.com or at 252-4730.

Work on the electrical duct package will carryover into the start of work under this contract. At the start of work, the contractor shall coordinate with MG&E will the set up of any traffic control and phasing such that traffic can be maintained per the requirements of these special provisions.

MG&E will also be installing a new gas main on the south side of W. Washington Ave. It is expected that this work will be done in conjunction with this project. The gas main would mostly be bored under the sidewalk on the south side, with excavations for service tie-ins or main crossings. Contact Roger Ahles at rahles@mge.com or at 252-5682.

It is expected that some of the planned private utility work will take place during construction, and time has been allotted in the total duration for this contract. The Contractor shall coordinate with the utilities and their contractor(s) to provide access and space to complete this work within the timeframe of the project.

All work in the area of ATC facilities requires that a representative from ATC be present during all utility excavations and locates to make sure that their facility is properly handled, braced and backfilled after being exposed. Contact Doug Vosberg at 608-877-7650 to arrange for ATC inspection at least 3 days prior to excavating in the area of the ATC facility. The ATC representative can assist in determining the extent of required replacement of the thermal backfill that surrounds the ATC facility. The contractor shall notify ATC if there are any defects or damage to the ATC facility so that the ATC facility can be repaired by an ATC designated representative. All repair work costs are the responsibility of the City's contractor.

ATC has existing markers within the pavement on W. Washington Ave. that will need to be reset. Contact Doug Vosberg a minimum of 1 week in advance of paving to coordinate re-installation of these markers.

Meetings

Prior to construction, the Contractor shall attend a public preconstruction meeting at a date and location to be determined. The Contractor shall have a project schedule prepared prior to this meeting so that the project schedule can be discussed with the attendees.

During Construction, the Contractor shall attend weekly coordination meetings at a date, time and location that is to be determined. These meetings will be held to coordinate with the private utilities, to discuss upcoming events, and to coordinate with businesses on any upcoming access issues.

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

Set up traffic control as shown on the Traffic Control Plan provided in the plan set.

Maintain one eastbound lane and one westbound lane on West Washington Avenue except at the Regent Street intersection for concrete paving as shown in the provided Traffic Control Plan and except during railroad track replacement as described below. Traffic may not be crossed to the opposite side of the median at any time.

Traffic is to be maintained on a hard surface at all times. Acceptable surfaces are existing, temporary or permanent asphalt or concrete pavement or on steel plates. Gravel and cold patch are not acceptable surfaces for maintaining traffic. The expectation is that the work on W. Washington Ave. will be completed such that traffic is maintained either on existing pavement or new pavement and that no temporary pavement will be necessary. In the event that utility work results in a trench across (crossing perpendicular to the direction of travel) an area to be opened to traffic; utility trench patch type III shall be installed to maintain the hard surface in the travel lane, which will be paid under the appropriate item. If the contractor elects to install temporary pavement as a convenience for moving traffic, the temporary pavement will not be paid and shall be considered incidental to the project. Millings may be used to maintain driveway access.

Place changeable message boards for four days prior to any closure. This includes:

- Closures for Regent Street intersection paving
- Closures for railroad track replacement
- Bedford Street closure for mill and overlay

Alter traffic control from the provided Traffic Control Plan as conditions change in the field or as unexpected conditions occur. This includes relocating existing traffic control or providing additional traffic control. 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. Conform all signing and barricading to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items.

All Metro bus routes will be detoured to West Main Street. Maintain Metro bus left-turning movements from westbound Proudfit Street to westbound West Washington Avenue at all times—including intersection concrete paving operations.

Railroad Track Replacement:

Fully close West Washington Avenue from 9:00 a.m., Friday July 27 until 7:00 a.m., Monday, August 6 in order for Wisconsin and Southern Railroad to complete the replacement of the existing railroad tracks. If bad weather is forecasted, this closure may be delayed to the following week—starting Friday, August 3, but re-opened by 4:00pm on Friday, August 10. The city contractor shall coordinate any city work during this time with Chris Jacobson, Wisconsin and Southern Railroad, 608-620-2054, cjacobson@watcocompanies.com

Bedford Street Intersection Mill and Overlay:

Mill and overlay operations in the Bedford Street intersection shall only take place between 9:00 a.m. and 3:00 p.m. During this time, Bedford Street may be closed on either side of the intersection—at West Mifflin Street and at West Main Street. Maintain one lane of traffic in each direction on West Washington Avenue.

Bike Path Crossing:

The bike path may not be closed. Maintain the bike path crossing at all times under the "Maintain bike and pedestrian crossing" bid item.

Proudfit Street Left Turn Bay:

The left turn lane of westbound Proudfit Street may be closed for 21 consecutive days to complete the left turn lane modification.

Regent Street Intersection:

Pave the West Washington Avenue & Regent Street intersection under the phasing plan shown in the plan set. The concrete paving of the intersection shall only occur on weekends under the following schedule:

- Set up lane closures on Friday after 9:00 a.m.
- Keep lane closures in place through Friday afternoon peak hours
- Open lanes completely by 7:00 a.m. Monday morning

The four phases of concrete paving within the intersection will require four separate weekends to complete the work. Work may take place on any weekend between May 29 and August 10 except for the following two weekends when all lanes of Regent Street and Proudfit Street shall remain open and one lane in each direction on West Washington Avenue shall remain open:

- Sunday, June 3—Ride the Drive—John Nolen Drive will be closed
- Saturday & Sunday, June 23 & 24—Shake the Lake—John Nolen Drive will be closed

The Proudfit left turn bay work shall be fully completed prior to Phase 2 of the Regent Street intersection work (as shown in the traffic control plans) in order to provide room for left-turning Metro Transit buses.

Install type "A" low-intensity, flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Install type "C" low-intensity, steady-burn lights on all barrels used in tapers.

Provide appropriate traffic control and lane closures for city Traffic Engineering crews to install electrical handholes, conduit and bases.

Maintain emergency vehicle access at all times.

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

Do not store construction equipment and materials within street right-of-way that is outside the project limits.

Backfill, plate or protect work areas with traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, 266-4681, one working day prior to placement of the plates.

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

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, including overhead 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 two working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all closure of streets. Notify Madison Metro one week prior to street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Katie Sellner (608) 261-9633.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit and a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit.

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

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on MAY 29, 2018. All work under this contract shall be completed by AUGUST 10, 2018.

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

BID ITEM 20221 – TOPSOIL

Topsoil shall be installed per the standard specifications except as follows. In locations where topsoil and sod or erosion mat are specified, a minimum of 6 inches of Topsoil shall be placed. In locations where 12 inches of topsoil are to be placed, the topsoil will be measured by the square yard, but the pay quantity will be multiplied by a factor of two.

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT
BID ITEM 20322 – REMOVE CONCRETE CURB & GUTTER
BID ITEM 20323 – REMOVE CONCRETE SIDEWALK & DRIVE

Removal of concrete items include all saw cuts necessary to remove the concrete items to directed limits or as necessary to meet the requirements of the traffic control plans and specifications. This includes locations where only portions of concrete pavement slabs are being removed and replaced as opposed to the full slab.

Removal of concrete islands or island noses shall be paid as remove concrete sidewalk & drive.

Removal of monolithic concrete curb and pavement shall be measured and paid as follows. Removal of the pavement shall be measured to the flowline or face of curb, and the remaining portion will be paid as remove curb & gutter.

In areas where the concrete pavement is to be removed and replaced (between Proudfit/Regent and the railroad crossing), remove the existing concrete pavement while leaving the existing base material in place. Any base that is removed by the Contractor shall be replaced, at their cost, and re-graded to install the pavement at the appropriate depth. If the Construction Engineer deems the existing base material unsuitable, the Contractor shall remove the base material, which will be measured and paid as undercut under the excavation cut bid item.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

BID ITEM 20801 – SODDING

DESCRIPTION

Work under this bid item shall consist of preparing sod beds, furnishing and installing sod in accordance with Article 208 of the City of Madison Standard Specifications for Public Works Construction and as supplemented below.

MATERIALS

All sod used under this contract shall be a tall fescue variety. The Contractor is responsible for choosing a fescue sod that will be appropriate for the site conditions. The sod must consist primarily of fescue grasses that will blend in with the surrounding non-disturbed lawn and will tolerate weekly mowings. Acceptable tall fescue varieties will be turf types only and include, but are not limited to: Grande II, ATM, 3rd Millennium SRP, Aggressor, Spyder LS, Firenza, and Wolfpack. Forage type varieties of fescue and Kentucky bluegrass sod varieties will be rejected.

The Contractor shall submit to the Engineer a spec sheet for the variety of fescue sod that is selected prior to the installation. Installation of the sod may only proceed after the variety of sod has been approved.

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.

BID ITEM 30201 – TYPE ‘A’ CONCRETE CURB & GUTTER
BID ITEM 30205 – TYPE ‘E’ CONCRETE CURB & GUTTER
BID ITEM 30207 – TYPE ‘H’ CONCRETE CURB & GUTTER

DESCRIPTION

In locations where the curb & gutter is adjacent to concrete pavement, the curb shall be tied to the concrete pavement (either existing or new concrete pavement) per the standard specifications and details. Tie bar installation shall be included with these items.

BID ITEM 40204 – HMA PAVEMENT TYPE 4 MT 58-28 S

DESCRIPTION

This item includes all work necessary to create a flowline at the edge of the asphalt pavement at the locations indicated on the plans.

BID ITEM 40402 – 9 INCH CONCRETE PAVEMENT

DESCRIPTION

All work under this bid item shall be per Parts III & IV of the Standard Specifications, except as follows. All dowel and tie bars shall be considered incidental to this bid item, including tie bars to existing pavement or curb.

This item shall also be used in locations where only portions of concrete pavement slabs will be replaced.

Any high-early strength concrete necessary to meet the requirements of the traffic control plans shall be considered incidental to this item.

When concrete pavement is to be reinstalled on existing aggregate base, grade and re-compact the base material prior to installation of concrete pavement. Preparing the base material shall be considered incidental to this item.

Article 301 Concrete and Concrete Structures

301.1 General

All concrete shall be Air-Entrained, and content shall conform to:

- Slip-formed concrete 7.0% +/- 1.5%
- All other concrete 6.0% +/- 1.5%

Maintain a uniform consistency in consecutive batches of concrete. Use the following slumps for the technique used in horizontal pours (sidewalks, slabs curb & gutter, etc):

- Slip-Formed – 2.5 inches or less
- Not Slip-Formed – 4 inches or less

Course Aggregates

This special provision describes specialized material requirements for aggregates used in Concrete Pavements. Conform to Sections 415 and 501 of the WisDOT standard specifications except as modified in this special provision.

Replace 501.2.5.4.1 of the WisDOT standard specifications with the following:

501.2.5.4.1 General

- (1) Provide coarse aggregates from a department-approved source as specified under 106.3.4.2.
- (2) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (3) Use virgin aggregates only.

Replace the first paragraph of 501.2.5.4.2 with the following:

- (1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal.....	1.0
Clay lumps.....	0.3
Soft fragments.....	5.0
Any combination of above.....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve.....	1.5
Chert ^[1]	2.0

^[1]Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on a 3/8-inch sieve by the weight of the total sample.

Replace the first paragraph of 501.2.5.4.3 with the following:

- (1) The percent wear shall not exceed 40, the weighted soundness loss shall not exceed 9 percent, and the weighted freeze-thaw average loss shall not exceed 12 percent.

301.2 Concrete Tests

In addition to Standard Specification Section 301.2, conform to WisDOT standard specification sections 701, 710 & 715 for QMP Concrete Pavement and Structures modified as follows:

Remove Section 715.3.2 and all sub sections of 715.3.2.

Remove Section 715.4

Replace 715.5 Payment and all subsections of 715.5 with the following:

Costs for sampling, testing and documentation under part 7 are all incidental to the work. If the contractor fails to perform work required under the contract QMP provisions, the City may reduce the contractor's pay. The City will administer pay reductions under the Non-performance of QMP administrative item.

Replace 415.3.10 of the WisDOT standard specifications with the following:

415.3.10 Surface Testing and Correction

Test the pavement surface at engineer-selected locations with a 10-foot straightedge or other engineer specified device. The engineer may direct the contractor to remove and replace areas with deviations greater than 1/4 inch in 10 feet. Areas directed to be removed and replaced shall be full-slab replacements (from existing joint to existing joint).

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 538 feet of new 8" and 15" PVC SDR-35 and 120 feet of new sanitary lateral SDR-35, three (3) point repairs, and 416' of 15" cured in place pipe lining.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301 & 50304) and Sanitary Lateral (Bid Item 50353).

All new sanitary sewer access structures shall include Neenah R-1550 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 2018 ed. 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.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

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.

There are three (3) point repairs called out on the utility plan and profile sheets. The point repairs shall be paid under individual bid items 15" PVC SEWER PIPE (BID ITEM 50304), COMPRESSION COUPLING (BID ITEM 50359), and SELECT FILL (BID ITEM 50212). All point repairs shall be completed prior to installing of cured in place pipe liner. CCTV videos of the sanitary sewer mains that are proposed to be lined, are available online at the following website. This information has been made available to you for bidding purposes: In order to access the videos online, enter the <ftp://ftp.cityofmadison.com>

Enter the following at the prompt:

Username: sewervideos

Password: Watch47!

Select the folder: sewervideos

If you are not prompted, go to the File menu and select Login As and use the same username and password combination above.

Copy the video files onto your hard drive, and the videos are yours to watch for bidding. If you have problems, the videos and pdfs will be available on DVDs, CDs, or portable flash drives upon request.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 1109 feet of new storm sewer of various sizes ranging from 12" to 18".

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

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

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

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

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

Utility Trench Patch Type III is intended to be used as necessary to complete utility crossing while maintaining traffic on W. Washington Ave. Type III Trench patches shall consist of 8" Gradation 2 base course and thickness and 3.5" of asphalt pavement.

UTILITY TRENCH PATCH TYPE III shall be use between station 55+00.00 & 60+00.00 in order to allow installation of storm sewer crossings and maintain necessary traffic control phasing.

BID ITEM 50227 – UTILITY TRENCH PATCH TYPE IV

UTILITY TRENCH PATCH TYPE IV shall be used on all trenches within the roadway between station 50+00.00 and 55+00.00 to restore the aggregate base for the concrete pavement.

BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26)

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

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

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULO) will be granted for the inability to locate the sanitary

lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

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

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) and 20 linear feet of curb removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50356 – RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. 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 50361 - WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 200 gpm bypass being required for the sewer main on West Washington Ave. based upon the operating levels of the sewer main according to the CCTV.

METHOD OF MEASUREMENT

Wastewater Control shall be measured by the Lump Sum acceptably completed.

BASIS OF PAYMENT

Wastewater Control measured as described, which will be paid at the contract unit price, which shall be full compensation for all materials, labor, equipment, and incidentals necessary to acceptably complete the work as set forth in the description.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 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 601 ELECTRICAL, GENERAL REQUIREMENTS

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

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

The City will maintain the signal for the W Washington Ave/Regent-Proudfit St intersection, including installing temporary signal heads and overhead cable as necessary. The contractor shall protect the City's traffic signal equipment at this intersection from damage by construction activities. Prior to the removal of any City electric handholes or bases, coordinate with City Traffic Engineering (Troy Vant 395-1975) to ensure that the City traffic signals and street lighting remain operational at all times. Contact Troy Vant (608-395-1975) twenty-four (24) hours prior to any scheduled removal.

City Traffic Engineering will install new bases, conduit and handholes to replace the removed City electrical equipment. Contact Troy Vant (608-395-1975) seven (7) days prior to schedule work.

New conduit for meter relocation installed by contractor shall be bored under sidewalk. Coordinate with Mike Benzschawel City Traffic Engineering (608-266-9031).

After all electrical structures are fully completed and all concrete bases cure for a minimum of seven (7) days, City Traffic Engineering will require ten (10) working days to reinstall permanent traffic signals and street lights. Contact Troy Vant at the City of Madison Traffic Engineering Shop (608-395-1975) to coordinate installation of new signals. The roadway can be fully opened only after the City of Madison confirms that the new traffic signals are fully operational.

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

BID ITEM 90001 – 7” TEXTURED & COLORED CONCRETE

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

Imprinting Pattern: Use a 6" x 6" cobblestone pattern.

CONSTRUCTION

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

7" Textured & Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

7" Textured & Colored Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

7" Textured & Colored Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90002 – 7" COLORED CONCRETE

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

MATERIALS

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

CONSTRUCTION

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Control joints shall only be sawed. Tool joints within the colored concrete will not be allowed. Spacing of the joints shall be approximately 8ft., and joints within the 1 ft. buffer (where the colored concrete is immediately adjacent to existing sidewalk) shall be spaced at 2 ft. Longitudinal joints may be tooled as well as joints within the 1 ft. buffer area.

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

7" Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

7" Colored Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

7" Colored Concrete, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

BID ITEM 90003 – MONOLITHIC CONCRETE CURB

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Monolithic Concrete Curb and the locations indicated on the plans. All work shall be performed per Part III of the Standard Specifications, except as follows.

The Monolithic Concrete Curb shall be constructed per the detail drawings, and shall be installed such that there is no longitudinal joint between the Integral Curb and the adjacent concrete pavement (paid under Bid Item 40401). Contraction joints on the integral curb shall match the contraction joints on the adjacent concrete pavement.

Pay limits for the concrete pavement shall be to the flowline of the monolithic curb and pavement, and pay limits for the curb will be the remaining portion of the installation (curb head).

All joint sealing, curing compounds, and finishing methods shall match the adjacent concrete pavement and shall be completed as provided under Bid Item 40403.

METHOD OF MEASUREMENT

Monolithic Concrete Curb shall be measured by the linear foot along the face of curb installed and accepted.

BASIS OF PAYMENT

Monolithic Concrete Curb, measured as provided above, shall be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90004 – MAINTAIN BIKE & PEDESTRIAN CROSSING

DESCRIPTION

This special provision describes maintaining an accessible crosswalk and bike path crossing the construction zone. The bike path adjacent to the railroad tracks is a highly used path, and the contractor shall use all means necessary to maintain a crossing for this path.

Proper signage shall also be provided to alert path users of the location of the temporary crossing as well as any required signage to alert vehicles of the pedestrian crossing, which includes temporary pavement markings to mark the crossing of the travel lane.

Maintaining this crossing consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. If required due to the location of the temporary cross walk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item.

The Contractor may not use existing driveway aprons to provide this temporary access unless written permission is received from the adjacent property owner and if a signage and traffic control plan is provided and approved.

This item includes all work necessary to install, relocate, maintain, and remove the temporary crossing material as necessary for construction so that the bike and pedestrian crossing is maintained throughout construction.

MATERIALS

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

CONSTRUCTION

Install, maintain, and remove temporary surface material at the primary bike and pedestrian crossing area indicated. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 8 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the temporary crossing when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the temporary crossing material, maintaining that temporary access may require removing and relaying the material in the same location.

If new crossings of the median are required, the contractor shall remove and replace curb and gutter or provide temporary ramps over the curb with PVC pipes to maintain drainage through gutter. An approved temporary surface shall then be placed through the median to maintain a hard surface for the crossing. All ramping, curb replacement and grass restoration is included with this item.

MEASUREMENT

Maintain Bike & Pedestrian Crossing will be measured by the lump sum acceptably completed.

PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90005 - HIGH FRICTION COLORED SURFACE

DESCRIPTION

This work consists of furnishing and applying a high friction surfacing system in accordance with this Section and in conformity with the lines and details shown on the plans. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary or contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

MATERIALS

General: Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi,	minimum 1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
Aggregate Color	Green	

Certification: Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

Mixing and Application of MMA based resin system and Aggregate Wearing Course: Utilize one of the following methods for the application of the MMA based resin system, as applicable.

1) **Hand mixing and application:** Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.

2) **Mechanical mixing and application:** Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate. Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

Curing: Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

Removal of Excess Aggregate: Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace high friction colored surface treatment that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

BID ITEM 90006 – EXCAVATION, LOADING AND HAULING OF PETROLEUM CONTAMINATED SOIL

DESCRIPTION

This special provision describes excavating, loading, and hauling of petroleum contaminated soil to the Waste Management Madison Prairie Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. Tipping fees shall be paid for by the City of Madison.

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

Work shall be performed 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.

Notice to the Contractor – Contaminated Soil Locations

Zones of known or suspected petroleum-contamination are indicated on the construction plan set, based on soil borings and DNR files. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

Coordination

Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Providing hauling manifests for Madison Prairie Landfill.
2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. 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 (3) calendar days prior to commencement of excavation activities in each of the contaminated areas.

Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with petroleum contamination. 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.

CONSTRUCTION

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

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant 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.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site for no more than 24 hours. WDNR stockpile requirements for contaminated materials are specified in NR 718.05. Place contaminated soil on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover piles with impervious material, such as plastic sheeting, to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was

caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

METHOD OF MEASUREMENT

Excavation, Loading and Hauling of Petroleum-Contaminated Soil will be measured in tons of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

BASIS OF PAYMENT

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90030 – 3'X6' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "3X6 SAS" on storm sewer schedule. The 3'x6' STORM SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness to be 8" 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 casting 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 8".

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

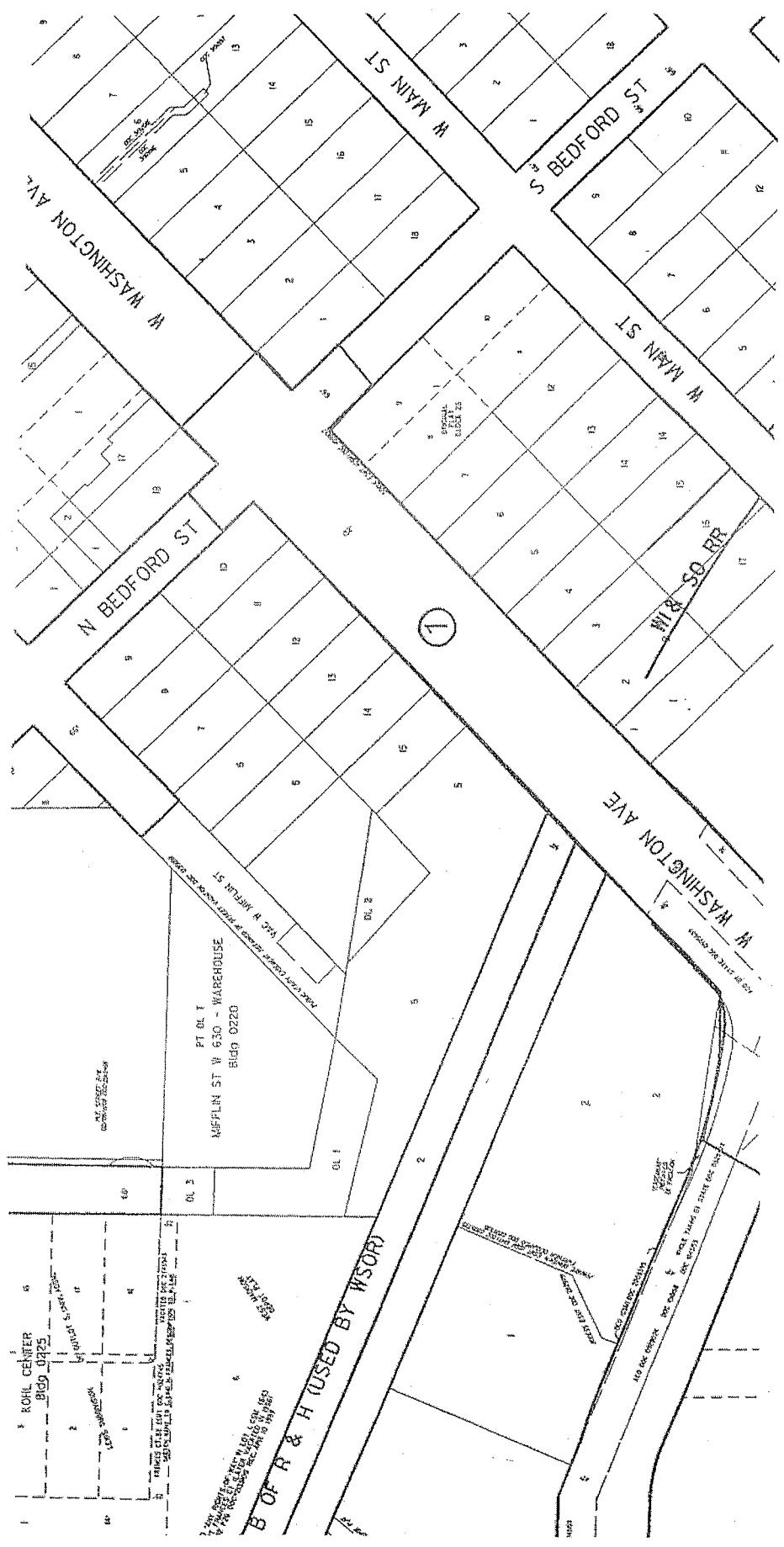
This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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



Legend

① Denotes Boring Location (approximate)

Notes

I. Soil boring performed by Badger State Drilling in October 2014

SOIL BORING LOCATION PLAN
 West Washington Avenue
 Madison, Wisconsin

OCC, Inc.

DWN: -

APPD: MNS

Date: 10/14

C14051-31



LOG OF TEST BORING

Project West Washington Avenue
290'SW of Bedford Street, Near CL
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C14051-31
 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)		q _u (qa) (tsf)	W	LL	PL	LI
					11 in. Concrete Pavement/10 in. Base Course					
1	10	M	22		FILL: Brown Sand with Silt, Gravel and Clay					
2	10	M	4							
3	14	M	17		Medium Dense, Brown-Gray Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	14	M	27							
5	16	M	24							
				15	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

While Drilling NW Upon Completion of Drilling _____
 Time After Drilling _____ 25 min. _____
 Depth to Water _____
 Depth to Cave in _____ 11.0'

GENERAL NOTES

Start 10/22/14 End 10/22/14
 Driller BSD Chief JF Rig CME-55
 Logger MG Editor ESF
 Drill Method 2 1/4" HSA; Autohammer

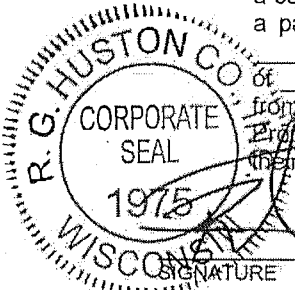
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8118**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, 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 R.G. HUSTON Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; 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.

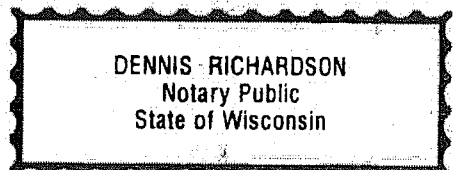


SIGNATURE _____
BRAD HUSTON - PRESIDENT
TITLE, IF ANY

Sworn and subscribed to before me this 12 day of April, 2018.

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1-10-20

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



Contract 8118 – R. G. Huston Co., 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).

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

W. Washington Avenue Assessment District - 2018
CONTRACT No. 8118

Small Business Enterprise Compliance Report

Cover Sheet

This information **MUST** be submitted in a separate sealed envelope marked
"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

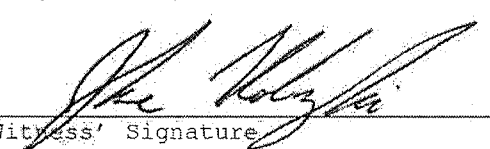
Telephone Number: (608) 255-9223

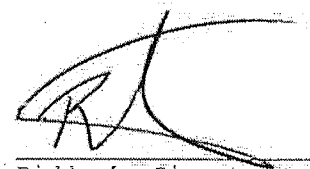
Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

I, Brad Huston, President of R.G. Huston Company, Inc. certify that the information
contained in this SBE Compliance Report is true and correct to the best
knowledge and belief.


Witness' Signature


Bidder's Signature

4-19-18
Date



W. Washington Avenue Assessment District - 2018
CONTRACT No. 8118

Small Business Enterprise Compliance Report

Summary Sheet

This information **MUST** be submitted in a separate sealed envelope marked
"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Bullet	Trucking	3.0%
JR's Landscaping	Clearing & Landscaping	1.8%

Subtotal SBE who are not suppliers: 4.8% %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
---------------------------------	---------------------	------------------------------

Subtotal SBE who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 4.8% %

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8118

DATE: 4/16/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$13,650.00	\$13,650.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	178.00	\$21.00	\$3,738.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	32.00	\$68.25	\$2,184.00
10750.0 - RESET MONUMENT - EACH	1.00	\$525.00	\$525.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$181,900.00	\$181,900.00
20101.0 - EXCAVATION CUT - C.Y.	3600.00	\$40.35	\$145,260.00
20130.0 - UNDERDRAIN - L.F.	300.00	\$25.00	\$7,500.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1000.00	\$1.30	\$1,300.00
20219.0 - BREAKER RUN - TON	1000.00	\$13.00	\$13,000.00
20221.0 - TOPSOIL - S.Y.	1280.00	\$12.70	\$16,256.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	300.00	\$2.05	\$615.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	6700.00	\$12.20	\$81,740.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1700.00	\$7.50	\$12,750.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	7000.00	\$3.90	\$27,300.00
20401.0 - CLEARING - I.D.	16.00	\$52.50	\$840.00
20406.0 - GRUBBING - I.D.	25.00	\$52.50	\$1,312.50
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	2.00	\$615.00	\$1,230.00
20801.0 - SODDING - S.Y.	1200.00	\$6.30	\$7,560.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	1200.00	\$37.10	\$44,520.00
30205.0 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	260.00	\$37.10	\$9,646.00
30201.0 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	420.00	\$37.10	\$15,582.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	1800.00	\$9.20	\$16,560.00
30302.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	3600.00	\$9.75	\$35,100.00
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	290.00	\$18.00	\$5,220.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	208.00	\$31.80	\$6,614.40
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	1600.00	\$22.00	\$35,200.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	2700.00	\$27.00	\$72,900.00
40203.0 - HMA PAVEMENT TYPE 3 MT 58-28 S - TON	1100.00	\$69.52	\$76,472.00
40204.0 - HMA PAVEMENT TYPE 4 MT 58-28 S - TON	700.00	\$72.23	\$50,561.00
40235.0 - ASPHALT WALK & BIKEPATH - S.Y.	700.00	\$26.00	\$18,200.00
40301.0 - FULL WIDTH GRINDING - S.Y.	850.00	\$7.50	\$6,375.00
40402.0 - 9 INCH CONCRETE PAVEMENT - S.Y.	2000.00	\$116.70	\$233,400.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	14.00	\$520.00	\$7,280.00
40407.0 - CONCRETE PAVEMENT JOINT SEALING - L.F.	530.00	\$4.20	\$2,226.00
60423.0 - REMOVE TRAFFIC SIGNAL BASE - EACH	1.00	\$1,400.00	\$1,400.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	3.00	\$525.00	\$1,575.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	900.00	\$0.42	\$378.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	200.00	\$0.84	\$168.00
60802.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH (5' LINE, 5' GAP) - L.F.	1600.00	\$0.84	\$1,344.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	500.00	\$1.05	\$525.00
60806.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH - L.F.	70.00	\$10.50	\$735.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1200.00	\$7.56	\$9,072.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	130.00	\$7.77	\$1,010.10

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8118

DATE: 4/16/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	280.00	\$8.40	\$2,352.00
60820.0 - PAVEMENT MARKING, MEDIAN NOSE - EACH	6.00	\$241.50	\$1,449.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	6.00	\$178.50	\$1,071.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$210.00	\$210.00
60835.0 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	4.00	\$777.00	\$3,108.00
90001.0 - 7 INCH TEXTURED & COLORED CONCRETE SIDEWALK - S.F.	1700.00	\$15.20	\$25,840.00
90002.0 - 7 INCH COLORED CONCRETE SIDEWALK - S.F.	1180.00	\$15.20	\$17,936.00
90003.0 - MONOLITHIC CONCRETE CURB - L.F.	50.00	\$42.00	\$2,100.00
90004.0 - MAINTAIN BIKE & PEDESTRIAN CROSSING - LUMP SUM	1.00	\$9,180.00	\$9,180.00
90005.0 - HIGH-FRICTION COLORED SURFACE - S.F.	1000.00	\$16.00	\$16,000.00
90006.0 - EXCAVATION, LOADING AND HAULING OF PETROLEUM CONTAMINATED SOIL - TON	120.00	\$35.00	\$4,200.00
20217.0 - CLEAR STONE - TON	400.00	\$13.00	\$5,200.00
20313.0 - REMOVE INLET - EACH	7.00	\$734.00	\$5,138.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$525.00	\$2,625.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	4.00	\$550.00	\$2,200.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,590.00	\$1,590.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	4.00	\$73.50	\$294.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	6.00	\$47.25	\$283.50
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	4.00	\$26.25	\$105.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	30.00	\$178.50	\$5,355.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	45.00	\$68.25	\$3,071.25
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	30.00	\$26.25	\$787.50
40362.0 - ADJUST ACCESS STRUCTURE CASTING - RESURFACING - EACH	3.00	\$618.00	\$1,854.00
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	7.00	\$443.00	\$3,101.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EACH	2.00	\$2,846.00	\$5,692.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1109.00	\$0.01	\$11.09
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	160.00	\$98.00	\$15,680.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	167.00	\$225.00	\$37,575.00
50402.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	476.00	\$131.00	\$62,356.00
50403.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	466.00	\$147.00	\$68,502.00
50741.0 - TYPE H INLET - EACH	8.00	\$2,722.00	\$21,776.00
50792.0 - STORM SEWER TAP - EACH	3.00	\$2,425.00	\$7,275.00
50801.0 - UTILITY LINE OPENING - EACH	5.00	\$1,435.00	\$7,175.00
20312.0 - REMOVE CATCHBASIN - EACH	2.00	\$790.00	\$1,580.00
20331.0 - ABANDON SEWER ACCESS STRUCTURE - EACH	1.00	\$850.00	\$850.00
20333.0 - ABANDON INLET - EACH	1.00	\$831.00	\$831.00
50723.0 - 3'X3' STORM SAS - EACH	8.00	\$3,301.00	\$26,408.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	6.00	\$1,840.00	\$11,040.00
90030.0 - 3'X6' STORM SAS - EACH	2.00	\$4,040.00	\$8,080.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	657.50	\$0.01	\$6.58
50301.0 - 8" PVC SEWER PIPE (SDR 35) - L.F.	509.50	\$209.25	\$106,612.88
50304.0 - 15" PVC SEWER PIPE (SDR 35) - L.F.	28.00	\$1,060.00	\$29,680.00
50353.0 - SANITARY SEWER LATERAL (SDR 35) - L.F.	120.00	\$26.00	\$3,120.00
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	7.00	\$3,460.00	\$24,220.00

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8118

DATE: 4/16/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
50359.0 - COMPRESSION COUPLING - EACH	7.00	\$1,120.00	\$7,840.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$13,500.00	\$13,500.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	15.00	\$54.00	\$810.00
50701.0 - 4' DIA SAS - EACH	4.00	\$3,246.00	\$12,984.00
50905.0 - FURNISH AND INSTALL CIPP TO REHABILITATE 15-INCH DIAMETER SANITARY SEWER MAINS - L.F.	416.00	\$78.75	\$32,760.00
50909 - REINSTATE AND RECONNECT SERVICE OPENINGS - L.F.	4.00	\$210.00	\$840.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	8.00	\$1,368.00	\$10,944.00
20314.0 - REMOVE PIPE - LF	179.00	\$49.60	\$8,878.40
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	24.90	\$2,497.00	\$62,175.30
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	455.00	\$22.80	\$10,374.00
97 Items	Totals		\$1,885,350.50



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

BIENNIAL BID BOND

R.G. Huston Co., Inc.
(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Travelers Casualty and Surety Company of America

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

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

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

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

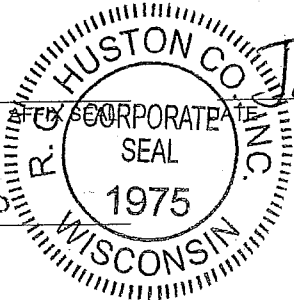
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

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

PRINCIPAL

R.G. Huston Co., Inc.
COMPANY NAME

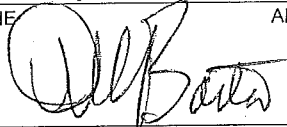
By: 
SIGNATURE AND TITLE

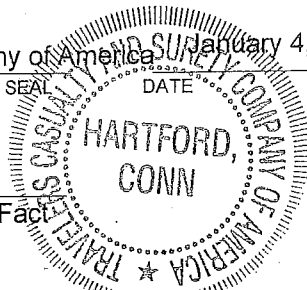


January 8, 2018

SURETY

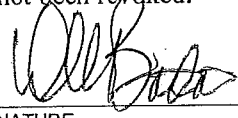
Travelers Casualty and Surety Company of America
COMPANY NAME AFFIX SEAL DATE January 4, 2018

By: 
SIGNATURE AND TITLE Attorney-in-Fact



This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 283633 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 4, 2018
DATE


AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8044
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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232082

Certificate No. 007269866

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anthony S. Von Rueden, Todd Looker, Robert E Flath, Dennis M Barton, Joseph L Vigna, and Elizabeth M Fedyn

of the City of Milwaukee/Waukesha, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

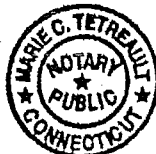


State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

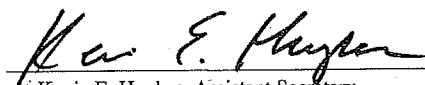
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of January, 20 18.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION H: AGREEMENT

THIS AGREEMENT made this 16 day of MAY in the year Two Thousand and Eighteen between R. G. HUSTON CO., 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 MAY 15, 2018, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8118

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION EIGHT HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY AND 50/100 (\$1,885,350.50) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

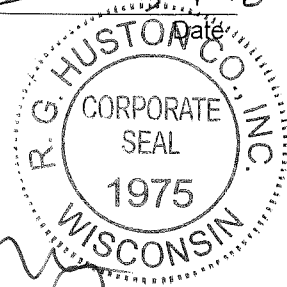
**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8118**

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:

[Signature] 5-4-18
Witness Date
[Signature] 5-4-18
Witness Date

R. G. HUSTON CO., INC.
Company Name
[Signature] 5-4-18
President Date
[Signature] 5-4-18
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 23rd day of May

[Signature] 20 18
Mayor Date
23 May 2018

[Signature]
Witness

[Signature]
Witness

[Signature] 5-21-2018
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal,
and Travelers Casualty and Surety Company of America
Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of **ONE MILLION EIGHT HUNDRED EIGHTY-FIVE THOUSAND THREE
HUNDRED FIFTY AND 50/100 (\$1,885,350.50)** Dollars, lawful money of the United States, for the
payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors
and administrators firmly by these presents.

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

**W. WASHINGTON AVENUE ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8118**

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 16th day of May 2018.

Countersigned:

[Handwritten signature]
Witness

R. G. HUSTON CO., INC.
Company Name (Principal)

[Handwritten signature]
President



Secretary

Approved as to form:

[Handwritten signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety Seal

Salary Employee Commission

By *[Handwritten signature]*
Attorney-in-Fact

Todd Looker

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 6497947 for the year 2018, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

May 16, 2018
Date

[Handwritten signature]
Agent Signature

**SIGN
HERE**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Todd Looker** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

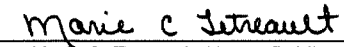
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

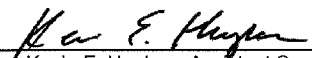
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **May**, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**