

\$817,930.50  
ORIGINAL

BID OF RAYMOND P. CATTELL, INC.

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING 2021 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8988

MUNIS NO. 13253

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON MARCH 16, 2021

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RESURFACING 2021 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8988**

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This Proposal, and Agreement have  
been prepared by:

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

*Christy Bachmann for*  
\_\_\_\_\_  
Robert F. Phillips, P.E., City Engineer

RFP:

## 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:	RESURFACING 2021 - CURB & GUTTER AND CASTINGS
CONTRACT NO.:	8988
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/11/2021
BID SUBMISSION (2:00 P.M.)	2/18/2021
BID OPEN (2:30 P.M.)	2/18/2021
PUBLISHED IN WSJ	2/4/2021 & 2/11/2012

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

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

## SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

## SECTION 102.4 PROPOSAL

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

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

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

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

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

## SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

## MINOR DISCREPENCIES

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

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

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

Building Demolition

- 101  Asbestos Removal  
120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

### **Instructions to Bidders City of Madison SBE Program Information**

#### **2 Small Business Enterprise (SBE) Program Information**

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise](http://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### RESURFACING 2021 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8988

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

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

#### SECTION 102.11 BEST VALUE CONTRACTING

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

#### SECTION 104 SCOPE OF WORK

This contractor shall be required to coordinate with the other contractors performing work on the resurfacing program contracts.

Work in this contract includes replacement of curb and gutter, drive aprons, sidewalk ramps including truncated domes (supplied by City of Madison), adjusting inlets and castings (castings supplied by City of Madison), and installation of new storm sewer in advance of pavement pulverizing/milling and paving.

Replacement of short sections of existing storm sewer

All curb and gutter replaced on milled streets shall be front filled with asphalt.

All curb & gutter placed on pulverized streets shall be front filled with gravel unless the Engineer requires asphalt. Gravel front fill is included with remove/replace curb and gutter.

Curb & Gutter is being relocated on Gorham St to create parking mid-block and bump out at intersections.

There are several locations where new concrete bus pads will be installed. Locations are noted on the walk sheets.

New storm sewer installation on:

EVERGLADE DR      CARLSBAD DR      GORHAM ST

All sidewalk removed at the crosswalks shall be replaced with 7" concrete.

This Contractor shall be required to coordinate with the other Contractors performing work on the resurfacing program contracts.

#### SECTION 104.3 CHANGES IN THE WORK

The quantity of the items listed in this Contract are estimates only.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

**SECTION 104.10      CLEANING UP**

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

**SECTION 105.6      CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer.

The Contractor shall be responsible for all castings until the lower layer of asphalt is placed. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. The casting contractor shall repair as required by the Engineer at no additional cost to the City of Madison.

**SECTION 105.12      COOPERATION OF THE CONTRACTOR**

The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Any items not specifically called out for removal are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

The contractor shall coordinate the work with the City of Madison Traffic Engineering Division for removal of pole, arm, fixture, and wires of light pole to be removed. Contractor shall provide sufficient notice and space for Traffic Engineering crews to complete work in this area. Outage of the street lights shall be kept to a minimum, and the maximum duration for an outage shall be 10 days. Coordinate with City Traffic Engineering to adjust any handholes, as necessary.

MG&E and AT&T will need to relocate several poles and pedestals within the project limits. Contractor shall coordinate with the utility companies to schedule work and space for the utilities to complete their relocation work.

Contractor shall inform residents of any driveway disruptions a minimum of 24 hours prior to the closure. Failure to provide adequate notice may delay the work, and no time extensions or compensation will be provided as result of these delays.

The City of Madison has been given to understand that the following work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required. The Contractor shall coordinate the work under this contract with the work by others stated below.

It is anticipated that MG&E will be replacing natural gas mains and services or installing dual mains on the following streets:

PULVERIZED STREETS  
EVERGLADE DR & CR

CARLSBAD DR

MILLED STREETS

ODANA RD  
E GORHAM ST

It is also anticipated that AT&T have manholes and/or handholes on some of the roads in this contract and these structures may need adjusting prior to paving.

The City of Madison Engineering Division will be awarding a contract for asphalt pavement pulverizing/milling and paving (contract 8989) in conjunction with this contract.

Traffic Engineering crews will be replacing or adding traffic signal loops after the pulverizing or milling and before the paving on the following streets with signal loops:

E GORHAM ST            ODANA RD

Streets may be deleted or added to the above list. 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.

**SECTION 105.13            ORDER OF COMPLETION**

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Program shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

The Contractor shall proceed on this contract so as not to cause delays to Contracts noted in section 105.12. Delay costs in accordance with section 109.9 "**LIQUIDATED DAMAGES**" of the Standard Specification shall be assessed for each day that the Contractors on the above listed contracts are delayed.

**SECTION 106.1            SOURCE OF SUPPLY AND QUALITY**

No work shall begin on this contract until such time that asphalt mix design(s) are approved by the City of Madison.

**SECTION 107.1            PUBLIC CONVENIENCE AND SAFETY**

Access to businesses shall be maintained at all times.

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

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

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

St Ambrose is located at St Thomas Aquinas Church on Everglade Dr. No work shall occur here during school year unless approved by the Engineer.

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

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

Coordinate any bus stop relocations and bus route detours with Tim Sobota, Metro Transit, (608) 261-4289, [tsobota@cityofmadison.com](mailto:tsobota@cityofmadison.com) at least seven days prior to allow Metro proper time for public notification on the following streets:

E GORHAM ST          ODANA RD

**SECTION 107.2          PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS**

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

**SECTION 107.6          DUST PROOFING**

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

**SECTION 107.7          MAINTENANCE OF TRAFFIC**

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

Follow these street-specific traffic control requirements. Peak hours are defined as weekdays from 7:00 a.m. to 8:30 a.m. and from 4:00 p.m. to 6:00 p.m.:

**East Gorham Street**

Maintain two lanes of traffic during peak hours  
Traffic may be reduced to one lane during off-peak

**Odana Road**

Maintain two lanes of traffic during peak hours  
Traffic may be reduced to one lane during off-peak

The Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

E GORHAM ST          ODANA RD

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

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.

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 as shown on the traffic control plan.

An electronic, flashing arrow board is required for each lane closure on streets requiring a traffic control plan.

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.

## **SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit.

Erosion control plans for projects that require a plan are included with this contract. All other locations within this contract that do not have a plan requirement shall still require erosion control measures as directed by the Engineer. The Contractor is responsible to install, maintain and remove all erosion control measures as directed by the construction engineer and maintain the site to prevent sediment migration.

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 be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

## **SECTION 109.2      PROSECUTION OF THE WORK**

The Contractor shall begin work on this project on or before **APRIL 19, 2021**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in **FIFTY (50) WORK**

**DAYS.** The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

No work shall occur on E. Gorham St during UW- Madison commencement which is May 7<sup>th</sup> & 8<sup>th</sup> unless approved by Engineer.

Once work starts on a street, construction activities shall continue until all work is completed including storm sewer, curb and gutter, aprons and restoration.

In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, shall subject the Contractor to paragraph C. of this section.

A. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

1. One Superintendent/Foreman
  2. Cement Finishing force sufficient to finish concrete work in order that contract shall not be delayed.
  3. Laborers sufficient for removal, grading, forming, placing and finishing of concrete.
  4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
  5. Sidewalk, curb and gutter, and drive aprons, shall be replaced within three (3) workdays after it has been removed. Sidewalk and curb and gutter adjoining business properties shall be replaced within twenty-four (24) hours after being removed.
  6. Backfilling and cleanup force sufficient to keep the backfilling operation to within one (1) work day after concrete is cured.
- B. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$500.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph A above. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.
- C. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
- D. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Workdays may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

**SECTION 109.5      METHODS AND EQUIPMENT**

The Contractor shall inspect and certify, in writing, that all sewer access points are free of debris when he/she leaves each site. If there is any debris in the sewer access point that the Contractor feels is not his/her responsibility, he/she shall promptly bring it to the attention of the Project Engineer before beginning work. Any repairs required to the new pavement shall be by infrared method or approved by Engineer.

**BID ITEM 20101 – EXCAVATION CUT**

Removal of any miscellaneous landscaping materials or plantings are included with this item.

Miscellaneous grading necessary for installation of sidewalk, bus pads, curb and gutter, or other improvements shall be considered incidental to those items of work.

**SECTION 210.1      EROSION CONTROL**

Material stored at the project site, for use as backfill material shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalk pavements shall be removed from the street and sidewalk pavements by hand shoveling at the end of the period, not to exceed one work day.

**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 21031 – INLET PROTECTION, TYPE C – COMPLETE**

Type C inlet protection shall be allowed in areas where only mill and overlay work will occur. All locations requiring pipe or structure excavation shall have RIGID FRAME inlet protection.

**BID ITEM 30201 – TYPE ‘A’ CONCRETE CURB & GUTTER**

Locations identified as Type ‘A’ Curb with 4” curb head shall be paid under this bid item.

**SECTION 303.2(n)      CURB RAMP DETECTABLE WARNING FIELD**

**MATERIALS**

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

**SECTION 403.16      ADJUST VALVE CASTING, METHOD #1 - RESURFACING, ADJUST VALVE CASTING, METHOD #2 - RESURFACING, INSTALL ADJUSTABLE WATER BOX, METHOD #3 – RESURFACING**

403.16(a) Description.

If required, ramping valve castings with HMA shall be incidental to this bid item.

### **SECTION 403.1 RESURFACING**

The following specifications cover the work involved in the asphalt pavement resurfacing program of various streets. The resurfacing program includes: contract(s) to replace curb & gutter and utility castings; grind or pulverize various streets; patch and resurface various streets.

All work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification.

### **SECTION 500 SEWERS AND SEWER STRUCTURES**

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

The storm sewer designer for this project is Lucas Wardell, (608) 243-5894 or lwardell@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 1072 feet of new storm sewer of various sizes ranging from 12" – 18" Type I RCP Storm pipe at locations shown on the plan and in accordance with these specifications.

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

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

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and until shop drawings are approved by the design engineer.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

#### **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. The City may obtain ULO information ahead of the project to help identify conflicts and may have a respective decrease in quantities.

**BID ITEM 90001 – BUS PAD**

**DESCRIPTION**

This item involves the construction of new 5" concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

**METHOD OF PAYMENT**

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

**BASIS OF PAYMENT**

The contract price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; for furnishing and placing 5" concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

**BID ITEM 90003 – CONCRETE GUTTER**

**DESCRIPTION**

This item shall be installed per the plans and detail drawings. All work and materials shall be in accordance with Part III of the City of Madison Standard Specifications. This item shall include both types of concrete gutters shown on the detail drawings. Concrete gutters shall be transitioned as necessary to match into the existing curb and gutter and monolithic concrete pavement and curb. Concrete gutters shall be transitioned between the different types at the location indicated on the plans.

**MEASUREMENT AND PAYMENT**

These items shall be measured by the Linear Foot and paid per the contract unit price in accordance with Article 302 of the Standard Specifications, including payment for any transition areas.

**BASIS OF PAYMENT**

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

**BID ITEM 90004 – MONOLITHIC 8-1/2" CONCRETE PAVEMENT AND CURB**

**DESCRIPTION**

This item shall be installed as shown on the plans and details, and all work shall be in accordance with Parts III & IV of the standard specifications. Curb and pavement shall be installed such that there is no longitudinal joint between the curb and pavement.

All transverse joints shall be spaced at approximately 10 ft. Dowel bars shall be placed in these locations per S.D.D. 3.11. Dowel bars shall be considered incidental to this item. Tie bars shall be placed as indicated on the detail drawings; tie bars to the adjacent concrete gutter are included with this item.

Concrete Pavement & Curb is to be installed on compacted aggregate base (paid under Bid Item 40102), and shall be cured and finished per the standard specifications.

#### **METHOD OF MEASUREMENT**

Monolithic 8-1/2" Concrete Pavement and Curb shall be measured by the Square Yard from the back of the integral curb to the edge of the concrete pavement (joint with concrete gutter), acceptably completed.

#### **BASIS OF PAYMENT**

This item, measured as provided and paid at the contract unit price, shall be full compensation for all material, formwork, finishing, equipment, labor and incidentals necessary to complete the work as set forth in the description.

#### **BID ITEM 90005 – SALVAGE & RESET TERRACE PAVERS**

##### **DESCRIPTION**

This bid item includes all labor, equipment, and incidentals necessary to Salvage & Reset Terrace Pavers at the locations indicated on the plan or as directed by the Engineer.

The Contractor shall take to remove the pavers to the limits necessary to complete the work as shown on the plans, while taking care to not damage the individual pavers. The Contractor shall then securely store the pavers at a location where the pavers will not impact areas open to vehicular, pedestrian or bike traffic. Any pavers lost or damaged shall be replaced to match the existing pavers, at the Contractor's expense.

The Contractor shall grade and prepare the subgrade to re-install the pavers such that they will blend in with any remaining pavers and match grade with the new back of curb. Pavers shall be re-installed on a minimum of 4" of compacted select fill, which is included with this item. The pattern of the pavers shall match the existing pattern.

##### **METHOD OF MEASUREMENT**

Salvage & Reset Terrace Pavers shall be measured by the Square Foot of pavers acceptably removed, salvaged, and reinstalled.

##### **BASIS OF PAYMENT**

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

#### **BID ITEM 90006 – FURNISH AND INSTALL CURB BOX AND STOP**

##### **DESCRIPTION**

Water service stops have been identified as being in conflict with the new curb lines at the following properties:

- 1014 East Gorham Street
- 1042 East Gorham Street
- 1046 East Gorham Street
- 1135 East Gorham Street

Remove and replace these stops within the terrace area.

## **MATERIALS**

Refer to Article 702 of the Standard Specifications.

## **CONSTRUCTION**

Notify Madison Water Utility at least 48 hours prior to beginning this work:

- Jeff Belshaw  
608.261.9835  
jbelshaw@madisonwater.org

Decouple and remove the existing curb stops/boxes, and install new curb stops/boxes in the terrace between the new back of curb and the existing front of sidewalk. On the street-side of the new curb stop, install new 1-inch copper piping between where the old curb stop was removed and where the new curb stop is set. On the property-side of the new curb stop, couple the stop directly to the existing copper piping.

Seed and restore the terrace areas following completion of the new installations.

Refer to sections 704.27, 704.28, and 704.29 of the Standard Specifications for additional materials and methods.

Removing the existing curb stops will require water outages; refer to section 703.8 of the Standard Specifications for proper planning and coordination.

## **METHOD OF MEASUREMENT**

Measured by each completed unit as described in these provisions.

## **BASIS OF PAYMENT**

Paid at the bid price per each completed unit, under this bid item only.

## **BID ITEM 90030 –RELOCATE WATER**

### **DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main or water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of main to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping of various sizes, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the Madison Standards Specifications for Public Works Construction, current addition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact the Storm Engineer and Jeff Belshaw ([jbelshaw@madisonwater.org](mailto:jbelshaw@madisonwater.org), (608) 261-9835) if water service relocation may be necessary for coordination.

### **METHOD OF MEASUREMENT**

Relocate Water shall be measured per each specific instance as identified in the field.

**BASIS OF PAYMENT**

Relocate Water shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

**RESURFACING 2021 – CURB & GUTTER AND CASTINGS (Contract 8988)**

**PULVERIZED STREETS**

EVERGLADE CIR  
EVERGLADE DR  
CARLSBAD DR

EVERGLADE DR  
COLONY DR  
SAN JUAN TRL

E END  
OLD SAUK RD  
EVERGLADE DR

**MILLED STREETS**

E GORHAM ST  
ODANA RD

N BUTLER ST  
S WHITNEY WAY

N BALDWIN ST  
RESEARCH PARK BLVD



# 2021 RESURFACING

## ODANA RD

LIMITS

S. WHITNEY WAY TO RESEARCH PARK BLVD.

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C & G	698 S. WHITNEY WAY	63			50 + 13		
C & G	720 S. WHITNEY WAY	30					
C & G	690 S. WHITNEY WAY	265			70 + 60 + 120 + 15		
C & G	5521	10					
C & G	5602	12					
C & G	5605	20					
C & G	5633	40					
C & G	5710	120			60 + 30 + 30		
C & G	5709	130					
C & G	5901	60			10 + 40 + 10		
C & G	5802	40					
C & G	5910	40					
C & G	6001	10					
7"	698 S. WHITNEY WAY	64 SF			8 X 8 HC RAMP		
7"	720 S. WHITNEY WAY	64 SF			8 X 8 HC RAMP		
7"	5521	72 SF			PARTIAL APRON		
7"	5618	42 SF			6 X 7 HC RAMP		
7"	5618	42 SF			6 X 7 HC RAMP		
7"	5618	175 SF			35 X 5 APRON		
7"	5710	64 SF			8 X 8 HC RAMP		
7"	5802	64 SF			8 X 8 HC RAMP		
7"	5802	90 SF			PARTIAL APRON		
7"	6109	64 SF			8 X 8 HC RAMP		
7"	ISLAND OPP. 6109	72 SF			9 X 8 HC RAMP		
7"	6001 RESEARCH PARK BLVD	64 SF			8 X 8 HC RAMP		
WF	698 S. WHITNEY WAY	8 SF					
WF	720 S. WHITNEY WAY	8 SF					
WF	5618	8 SF					
WF	5618	8 SF					
WF	5710	8 SF					
WF	5802	8 SF					
WF	6109	8 SF					
WF	ISLAND OPP. 6109	16 SF					







# 2021 RESURFACING

PAGE 1 OF 2

## EVERGLADE DR

LIMITS COLONY DR TO OLD SAUK RD UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	101	10.0					
C&G	102	20.0			10 + 10		
C&G	106	20.0					
C&G	114	35.0					
C&G	202	20.0					
C&G	205	37.0			7 + 30		
C&G	206	10.0					
C&G	209	25.0					
C&G	210	10.0					
C&G	302	12.0					
C&G	306	14.0					
C&G	309	14.0					
C&G	310	12.0					
C&G	314	7.00					
C&G	330 ACADIA DR / 406	52.00					
C&G	406	7.00					
C&G	406 / 602	27.00					
C&G	342 YELLOWSTONE DR	25.00					
C&G	501	21.00					
C&G	509	24.00					
C&G	513	26.00					
C&G	6721 CARLSBAD DR	24.00					
C&G	601	22.00					
C&G	602	64.00			10 + 10 + 44		
C&G	605	26.00					
C&G	609	25.00					
5"	501	125.0 SF			5 X 25 SIDEWALK		
7"	114	49.0 SF			7 X 7 HC RAMP		
7"	114	49.0 SF			7 X 7 HC RAMP		
7"	202	100.0 SF			10 X 10 PARTIAL APRON		
7"	205	20.0 SF			4 X 5 PARTIAL APRON		
7"	406	49.0 SF			7 X 7 HC RAMP		
7"	501	64.0 SF			8 X 8 HC RAMP		



NOTES

1. The boundary lines between different soil strata, as shown on the Boring Log Records, are approximate and may be gradual.
2. The boring field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Boring Log Records contains the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the boring field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Boring Log Records.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Boring Log Records should not be separated.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

Frozen or F = Frozen material  
 Dry = Dusty, dry to touch, absence of moisture  
 Moist or M = Damp to touch, no visible water  
 Wet or W = Visible free water

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

N-VALUE LEGEND

DS = Drove Stone

SAMPLER TYPE LEGEND



Grab sample



2-inch-outside-diameter, split-barrel sampler



**Soils & Engineering Services, Inc.**  
 1102 STEWART STREET • MADISON, WISCONSIN 53713  
 Phone: 608-274-7600 • 888-866-SOIL (7645)  
 Fax: 608-274-7511 • Email: soils@soils.ws  
 CONSULTING CIVIL ENGINEERS SINCE 1966

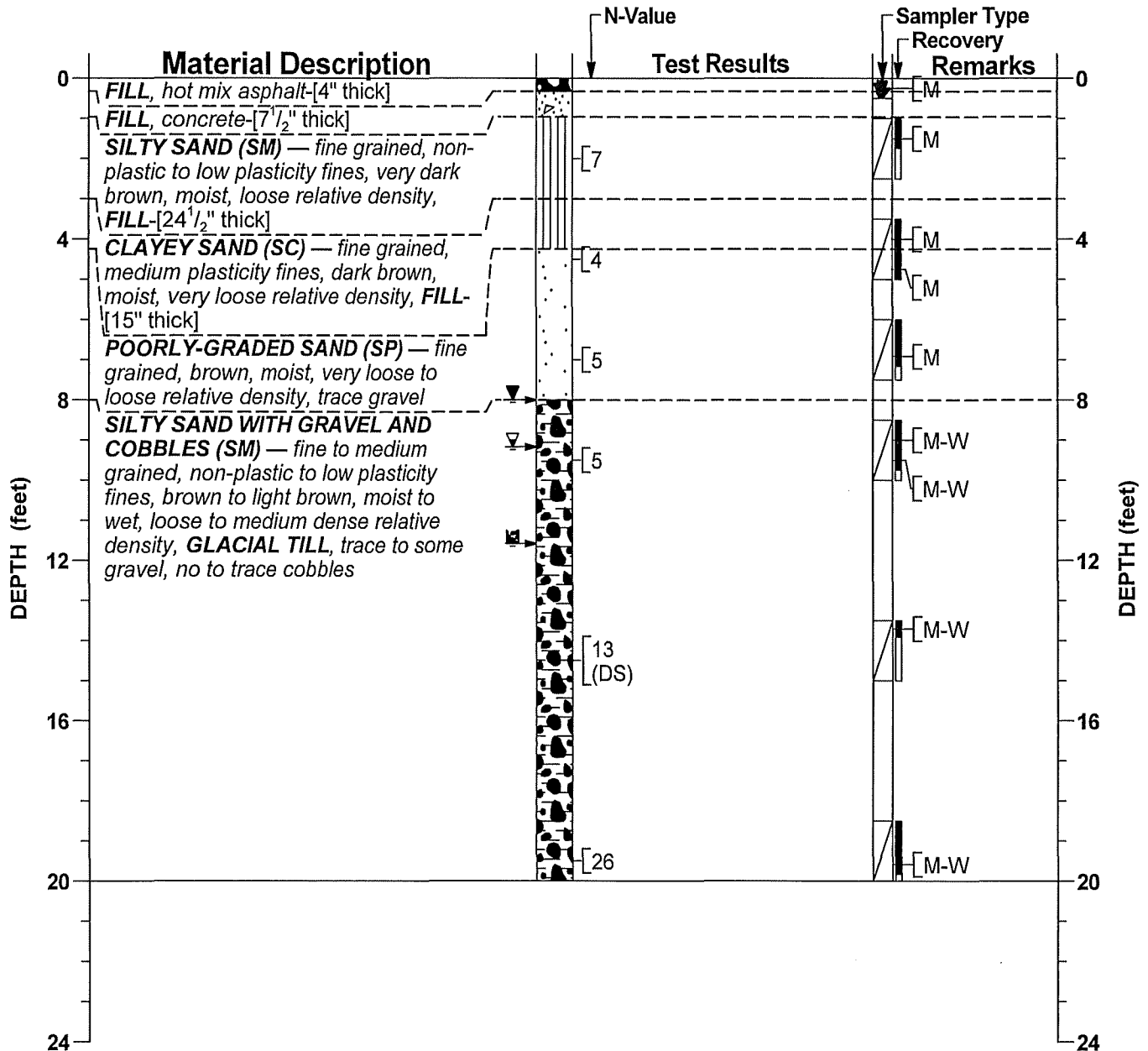
**NOTES AND LEGEND RECORD**  
 E. Gorham St.  
 City of Madison, Dane County, Wisconsin

13300.39

General Location: **Assuming E Gorham Street is in east-west direction, boring is 21 feet west of 509/513 property line, 5 feet south of north curb.**

**Boring B-1**

LATITUDE: —	LONGITUDE: —	COUNTY: <b>Dane</b>	SECTION: <b>13</b>	CREW CHIEF: <b>SJH</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: —	EASTING: —	TOWNSHIP: (Madison) <b>7 N</b>	¼: <b>SW</b>	LOG REVIEW: <b>SLF</b>	HAMMER TYPE (EFFICIENCY): <b>Automatic (91%)</b>	TOTAL DEPTH: <b>20'-0"</b>
STATION: —	OFFSET: —	RANGE: <b>9 E</b>	¼ ¼: <b>NW</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>12/23/2019</b>	DATE COMPLETED: <b>12/23/2019</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 8'-0" (estimated)	⊠ 11'-7" Caved at completion
▽ 9'-2" at completion	

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	6.3"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil						

The Notes and Legend Record is considered a part of this Boring Log Record.

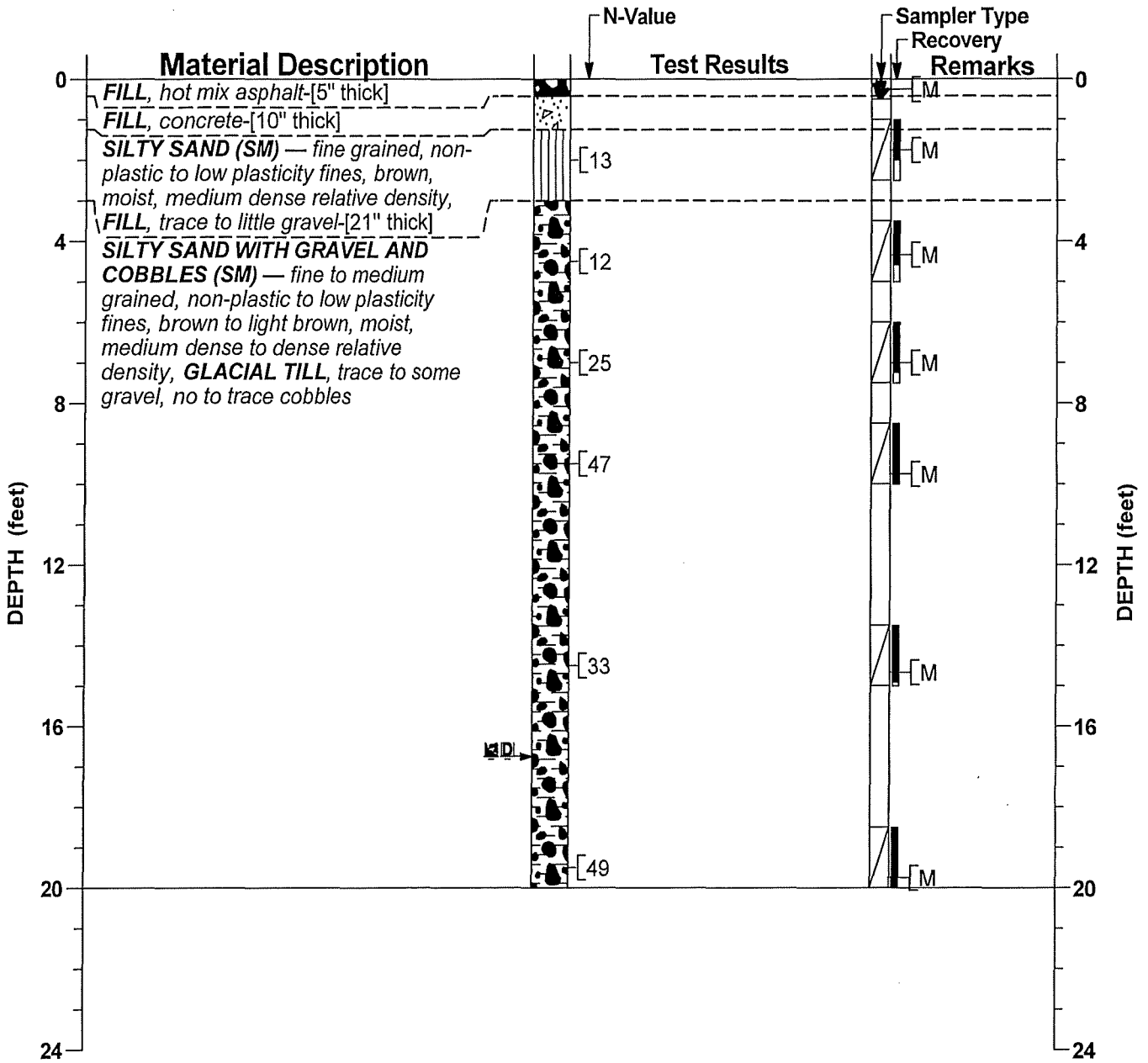
<p><b>Soils &amp; Engineering Services, Inc.</b>          1102 STEWART STREET • MADISON, WISCONSIN 53713          Phone: 608-274-7600 • 888-866-SOIL (7645)          Fax: 608-274-7511 • Email: soils@soils.ws</p>	<p><b>BORING LOG RECORD</b>          E. Gorham St.          City of Madison, Dane County, Wisconsin</p>	13300.39
	<p>CONSULTING CIVIL ENGINEERS SINCE 1966</p>	



General Location: Assuming E Gorham Street is in east-west direction, boring is 19 feet west of 623/625 property line, 6 feet south of north curb.

**Boring B-2**

LATITUDE: ---	LONGITUDE: ---	COUNTY: <b>Dane</b>	SECTION: <b>13</b>	CREW CHIEF: <b>SJH</b>	DRILL RIG: <b>CME 75</b>	PAGE: <b>1 of 1</b>
NORTHING: ---	EASTING: ---	TOWNSHIP: <b>(Madison) 7 N</b>	LOG REVIEW: <b>SW</b>	LOG REVIEW: <b>SLF</b>	HAMMER TYPE (EFFICIENCY): <b>Automatic (91%)</b>	TOTAL DEPTH: <b>20'-0"</b>
STATION: ---	OFFSET: ---	RANGE: <b>9 E</b>	LOG QC: <b>NW</b>	LOG QC: <b>CMB</b>	DATE STARTED: <b>12/23/2019</b>	DATE COMPLETED: <b>12/23/2019</b>



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
16'-9" Dry at completion	16'-9" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	6.3"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil						

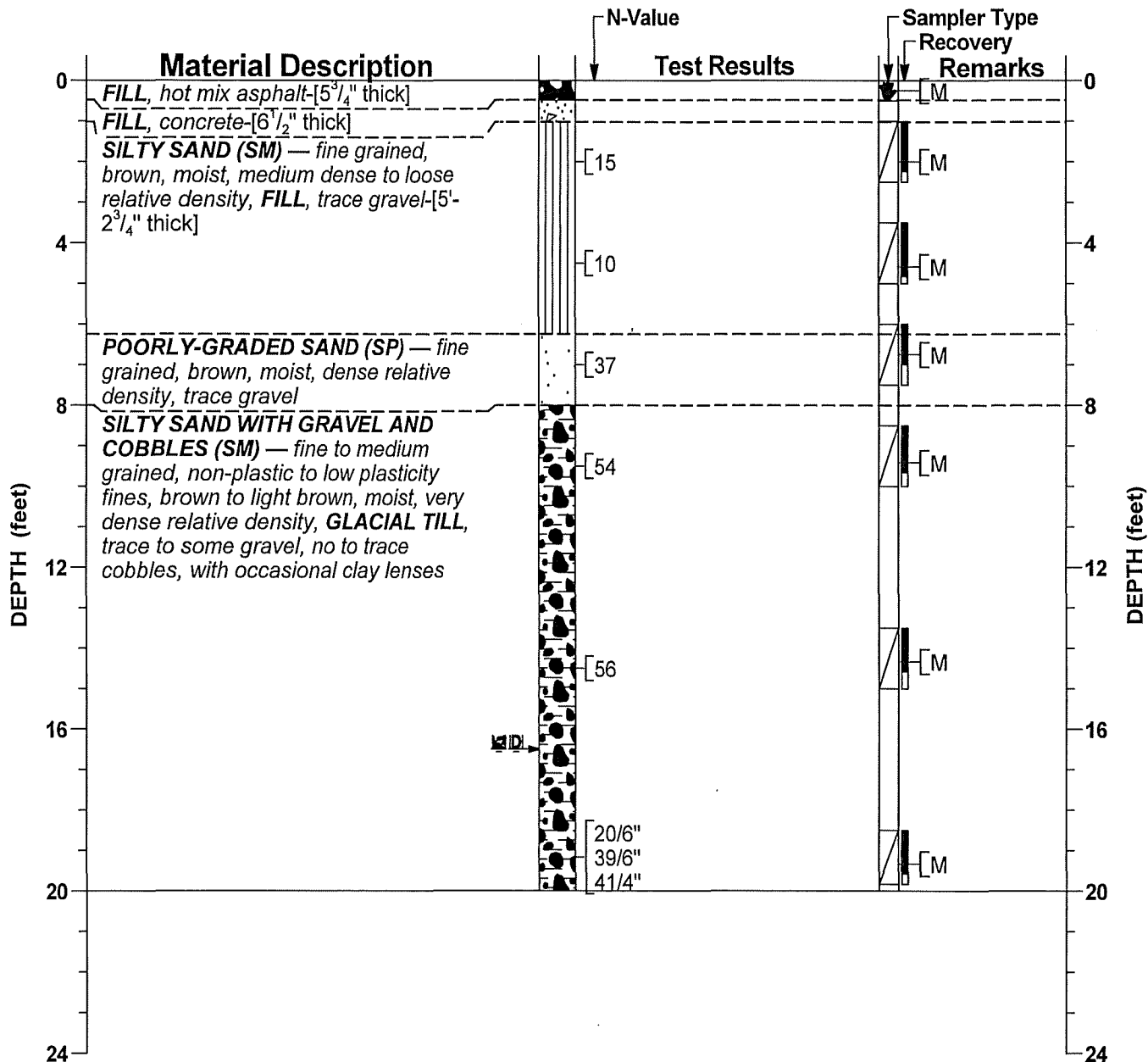
The Notes and Legend Record is considered a part of this Boring Log Record.

<p><b>Soils &amp; Engineering Services, Inc.</b>          1102 STEWART STREET • MADISON, WISCONSIN 53713          Phone: 608-274-7600 • 888-866-SOIL (7645)          Fax: 608-274-7511 • Email: soils@soils.ws</p>	<p><b>BORING LOG RECORD</b>          E. Gorham St.          City of Madison, Dane County, Wisconsin</p>	<p>13300.39</p>
	<p>CONSULTING CIVIL ENGINEERS SINCE 1966</p>	

General Location: Assuming E Gorham Street is in east-west direction, boring is 1-foot west of 721/725 property line, 7.5 feet south of north curb.

### Boring B-3

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 13	CREW CHIEF: SJH	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: ---	EASTING: ---	TOWNSHIP: (Madison) 7 N	¼: NW	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 20'-0"
STATION: ---	OFFSET: ---	RANGE: 9 E	¼ ¼: SW	LOG QC: CMB	DATE STARTED: 12/23/2019	DATE COMPLETED: 12/23/2019

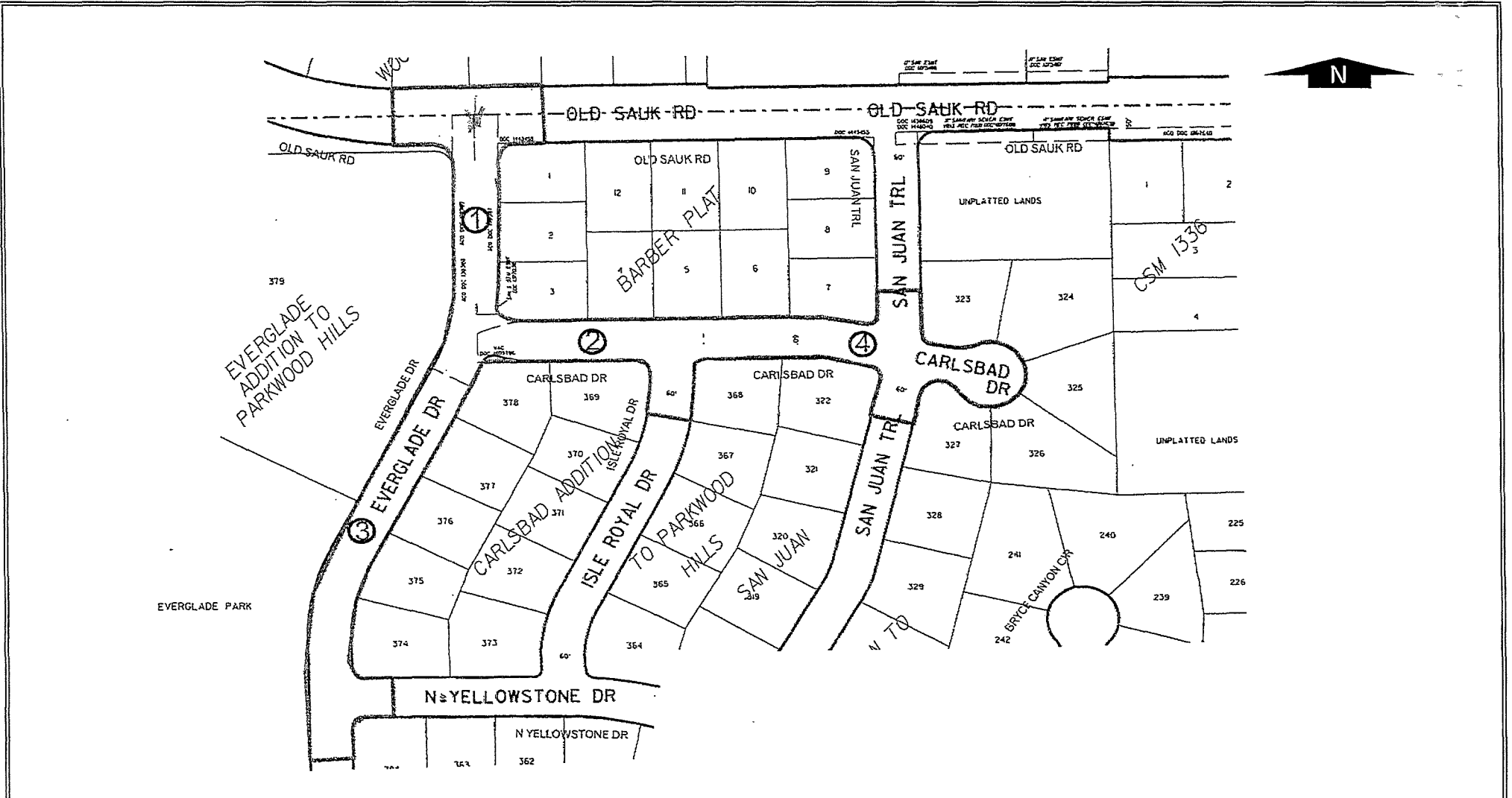


WATER LEVEL LEGEND	OTHER LEVEL LEGEND
16'-6" Dry at completion	16'-6" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	20'-0"	6.3"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil						

The Notes and Legend Record is considered a part of this Boring Log Record.

<p><b>Soils &amp; Engineering Services, Inc.</b>          1102 STEWART STREET • MADISON, WISCONSIN 53713          Phone: 608-274-7600 • 888-866-SOIL (7645)          Fax: 608-274-7511 • Email: soils@soils.ws          CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p><b>BORING LOG RECORD</b>          E. Gorham St.          City of Madison, Dane County, Wisconsin</p>	13300.39
	<p>Printed on 1/28/2020</p>	



Legend

④ Denotes Boring Location (approximate)

Notes

1. Soil borings performed by Badger State Drilling in December 2015

DWN: -      APP'D: MNS      Date: 1/16      C15051-38

CGC, Inc.

**SOIL BORING LOCATION PLAN**  
**Everglade Drive and Carlsbad Drive**  
**Madison, Wisconsin**



## LOG OF TEST BORING

Project Everglade Drive and Carlsbad Drive  
Everglade: 175' S of Old Sauk, 8' E of Centerline  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-38  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					6 in. Asphalt Pavement / 8 in. Base Course					
1	8	M	8		FILL: Brown and Gray Clay with Gravel	(2.75)				
					Soft to Medium Stiff, Brown Lean CLAY, Trace Sand (CL)					
2	14	M	6			(0.75)				
					Loose, Brown Clayey Fine to Medium SAND, Some Silt (SM/SC)					
3	16	M	5			(0.3)				
4	8	W	9							
					End Boring at 10 ft					
					Borehole backfilled with bentonite chips and asphalt patch					

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  $\nabla$  8.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 12/17/16 End 12/17/16  
 Driller BSD Chief MC Rig CME-55  
 Logger JR Editor ESF  
 Drill Method 2.25" HSA;  
Autohammer

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



## LOG OF TEST BORING

Project Everglade Drive and Carlsbad Drive  
Carlsbad: 125' E of Everglade, 7' S of Centerline  
 Location Madison, WI

Boring No. 2  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-38  
 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 <sub>u</sub> (qa) (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement / 8 in. Base Course					
1	10	M	9		FILL: Brown Sand with Silt and Gravel to 2 ft Brown Clay with Sand and Gravel to 3 ft	(2.0)				
2	14	M	6		Loose, Brown Fine SAND, Little to Some Silt, Occasional Clay Lenses (SP-SM/SM - Possible Fill)					
3	14	M	12		Medium Dense, Light Brown SILT, Some Clay, Occasional Sand Partings (ML)					
4	14	M	11		Medium Dense, Light Tan Fine to Medium SAND, Trace Silt (SP)					
				10	End Boring at 10 ft  Borehole backfilled with bentonite chips and asphalt patch					
				15						

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

White Drilling  NW Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 12/17/16 End 12/17/16  
 Driller BSD Chief MC Rig CME-55  
 Logger JR Editor ESF  
 Drill Method 2.25" HSA;  
Autohammer

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



## LOG OF TEST BORING

Project Everglade Drive and Carlsbad Drive  
 Everglade: 200' N of Yellowstone, 9' E of Centerline  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-38  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement / 6 in. Base Course					
1	AS	0	M	25	FILL: Brown Sand with Silt, Gravel and Clay					
2	14	M	5	5	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
3	2	M	9	9						
4	12	M	10	10						
				10	End Boring at 10 ft					
				15	Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <u>∇</u> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>12/17/16</u> End <u>12/17/16</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>JR</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA;</u> <u>Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



# LOG OF TEST BORING

Project Everglade Drive and Carlsbad Drive  
Carlsbad: 70' W of San Juan, 8' S of Centerline  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) \_\_\_\_\_  
 Job No. C15051-38  
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	4 in. Asphalt Pavement / 8 in. Base Course				
1	AS	0	M	12	12	FILL: Brown Clay with Sand and Gravel				
2		14	M	17	17	Medium Dense, Brown SILT, Some Clay, Occasional Sand Partings (ML)				
3		14	M	11	11	Medium Dense, Brown Fine to Coarse SAND, Some Silt, Clay and Gravel (SM/SC)				
4		2	M	32	32	Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)				
10						End Boring at 10 ft				
15						Borehole backfilled with bentonite chips and asphalt patch				

### WATER LEVEL OBSERVATIONS

### GENERAL NOTES

While Drilling  NW      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

Start 12/17/16 End 12/17/16  
 Driller BSD Chief MC Rig CME-55  
 Logger JR Editor ESF  
 Drill Method 2.25" HSA;  
Autohammer

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



Department of Public Works  
**Engineering Division**  
 Robert F. Phillips, P.E., City Engineer  
 City-County Building, Room 115  
 210 Martin Luther King, Jr. Boulevard  
 Madison, Wisconsin 53703  
 Phone: (608) 266-4751  
 Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
 Gregory T. Fries, P.E.

**Deputy Division Manager**  
 Kathleen M. Cryan

**Principal Engineer 2**  
 Christopher J. Petykowski, P.E.  
 John S. Fahrney, P.E.

**Principal Engineer 1**  
 Christina M. Bachmann, P.E.  
 Mark D. Moder, P.E.  
 Janet Schmidt, P.E.

**Facilities & Sustainability**  
 Jeanne E. Hoffman, Manager  
 Bryan Cooper, Principal Architect

**Mapping Section Manager**  
 Eric T. Pederson, P.S.

**Financial Manager**  
 Steven B. Danner-Rivers

February 17, 2021

NOTICE OF ADDENDUM  
 ADDENDUM NO. 1  
 CONTRACT NO. 8988

RESURFACING 2021 – CURB & GUTTER AND CASTINGS

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

**SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS:**

Remove and replace with attached Page A-1. The bid submission date and other dates are revised.

**PROPOSAL:**

See below for a summary of items that have been removed, added or revised. Refer to the proposal for updated quantities. See proposal on bidexpress.com.

ITEMS:

Action	Bid Item	Description
MODIFY	50741	TYPE H INLET
MODIFY	40364	ADJUST INLET CASTING, TYPE "H", RESURFACING
ADD	50442	10 INCH TYPE III STORM SEWER PIPE
MODIFY	50723	3'X3' STORM SAS
MODIFY	50792	STORM SEWER TAP
MODIFY	50225	UTILITY TRENCH PATCH TYPE 3

**PLANS:**

Remove and insert revised plan sheets as noted below.



REPLACE SHEET D-1 (REV 2-17-21): Added notes  
REPLACE Sheet P-3 (REV 2-15-21): Updated curb & sidewalk replacement with proposed grades.  
ADD sheet U-2A (REV 2-16-21): Added storm sewer pipe from approx. STA 36+85 to STA 39+30  
REPLACE Sheet U-5 (REV 2-16-21): Updated schedule to reflect changes on sheet U-2A

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

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

<http://www.bidexpress.com>

If you are unable to download plan revisions associated with the addendum, please contact the Engineering office at 608-266-4751 receive the material by another route.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, flowing letters.

---

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:	RESURFACING 2021 - CURB & GUTTER AND CASTINGS
CONTRACT NO.:	8988
SBE GOAL	2%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	2/18/2021
BID SUBMISSION (2:00 P.M.)	2/25/2021
BID OPEN (2:30 P.M.)	2/25/2021
PUBLISHED IN WSJ	2/4/2021 & 2/11/2012

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

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

BIDS TO BE SUBMITTED: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2021 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**RESURFACING 2021 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8988**

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 - 2021 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. 1 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 Raymond P. Cahill 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 MADISON State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

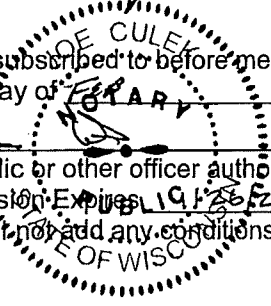
[Signature]  
SIGNATURE

Secretary  
TITLE, IF ANY

Sworn and subscribed to before me this 24TH day of FEBRUARY, 2021.

[Signature]  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 12/31/22

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



Contract 8988 – Raymond P Cattell, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar

agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.  
LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

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

RESURFACING 2021 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8988

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Raymond P. Cattell Inc.  
Address: 2401 Vandover Road, Madison, Wisconsin, 53718  
Telephone Number: 608-222-3180 Fax Number: 608-222-2753  
Contact Person/Title: Arthur Mackosey, Secretary

Prime Bidder Certification

I, Arthur Mackosey, Secretary of  
Name Title  
Raymond P. Cattell Inc. certify that the information  
Company

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

[Signature]  
Witness' Signature

[Signature]  
Bidder's Signature

2/24/21  
Date



**RESURFACING 2021 - CURB & GUTTER AND CASTINGS**

CONTRACT NO. 8988

DATE: 2/25/2021

**Raymond P. Cattell, Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$25,000.00	\$25,000.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$15,000.00	\$15,000.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	50.00	\$35.00	\$1,750.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	30.00	\$75.00	\$2,250.00
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	120.00	\$5.00	\$600.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$25,000.00	\$25,000.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$15,000.00	\$15,000.00
20101.0 - EXCAVATION CUT - CY	1,075.00	\$30.00	\$32,250.00
20205.0 - SELECT FILL - CY	20.00	\$10.00	\$200.00
20217.0 - CLEAR STONE - TON	270.00	\$12.00	\$3,240.00
20221.0 - TOPSOIL - SY	1,200.00	\$5.00	\$6,000.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - LF	800.00	\$3.00	\$2,400.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	920.00	\$2.00	\$1,840.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$500.00	\$500.00
20312.0 - REMOVE CATCHBASIN - EACH	1.00	\$750.00	\$750.00
20313.0 - REMOVE INLET - EACH	7.00	\$300.00	\$2,100.00
20314.0 - REMOVE PIPE - LF	215.00	\$20.00	\$4,300.00
20321.0 - REMOVE CONCRETE PAVEMENT - SY	300.00	\$25.00	\$7,500.00
20322.0 - REMOVE CONCRETE CURB AND GUTTER - LF	1,700.00	\$10.00	\$17,000.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - SF	5,200.00	\$3.00	\$15,600.00
20336.0 - PIPE PLUG - EACH	4.00	\$500.00	\$2,000.00
20401.0 - CLEARING - ID	40.00	\$25.00	\$1,000.00
20406.0 - GRUBBING - ID	40.00	\$25.00	\$1,000.00
20701.0 - TERRACE SEEDING - SY	1,200.00	\$5.00	\$6,000.00
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$2,500.00	\$2,500.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	11.00	\$100.00	\$1,100.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$2,500.00	\$2,500.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	150.00	\$8.00	\$1,200.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH	25.00	\$50.00	\$1,250.00
21049.0 - INLET PROTECTION, RIDGID FRAME - PROVIDE AND INSTALL - EACH	15.00	\$300.00	\$4,500.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	15.00	\$75.00	\$1,125.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	15.00	\$75.00	\$1,125.00
21063.0 - EROSION MATTING, CLASS 1, TYPE A - ORGANIC - SY	1,200.00	\$5.00	\$6,000.00
30122.0 - EPOXY COATED BAR STEEL REINFORCING - 1/2" - LF	100.00	\$2.00	\$200.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	1,258.00	\$35.00	\$44,030.00
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - LF	80.00	\$40.00	\$3,200.00
30208.0 - TYPE 'A' CONCRETE & CURB & GUTTER, HAND FORMED - LF	20.00	\$40.00	\$800.00
30209.0 - SPECIAL WATERWAY - SF	250.00	\$15.00	\$3,750.00
30301.0 - 5 INCH THICK CONCRETE SIDEWALK - SF	2,100.00	\$9.00	\$18,900.00
30302.0 - 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - SF	3,400.00	\$10.00	\$34,000.00
30330.0 - PROFILE SAW CUT - LF	10.00	\$30.00	\$300.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	280.00	\$10.00	\$2,800.00



RESURFACING 2021 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8988

DATE: 2/25/2021

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	1,310.00	\$15.00	\$19,650.00
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL - LF	2,375.00	\$3.00	\$7,125.00
40308.0 - RAMPING SAS - EACH	1.00	\$300.00	\$300.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - EACH	51.00	\$550.00	\$28,050.00
40363.0 - ADJUST CATCHBASIN CASTING, RESURFACING - EACH	3.00	\$650.00	\$1,950.00
40364.0 - ADJUST INLET CASTING, TYPE "H", RESURFACING - EACH	9.00	\$350.00	\$3,150.00
40365.0 - ADJUST INLET CASTING, "TUB" TYPE, RESURFACING - EACH	2.00	\$650.00	\$1,300.00
40366.0 - REBUILD INLET - RESURFACING - EACH	2.00	\$2,000.00	\$4,000.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	125.00	\$300.00	\$37,500.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EACH	5.00	\$150.00	\$750.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EACH	2.00	\$1,200.00	\$2,400.00
40382.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - LF	1,856.00	\$50.00	\$92,800.00
40391.0 - REMOVE AND REPLACE 5 INCH THICK CONCRETE SIDEWALK - RESURFACING - SF	375.00	\$12.00	\$4,500.00
40392.0 - REMOVE AND REPLACE 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - RESURFACING - SF	2,167.00	\$12.50	\$27,087.50
50211.0 - SELECT BACKFILL FOR STORM SEWER - TF	938.00	\$1.00	\$938.00
50225.0 - UTILITY TRENCH PATCH TYPE III - TF	600.00	\$25.00	\$15,000.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - TF	530.00	\$10.00	\$5,300.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - LF	330.00	\$65.00	\$21,450.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - LF	268.00	\$70.00	\$18,760.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	340.00	\$75.00	\$25,500.00
50499.0 - CONCRETE COLLAR - EACH	7.00	\$600.00	\$4,200.00
50723.0 - 3' X 3' STORM SAS - EACH	7.00	\$3,500.00	\$24,500.00
50724.0 - 4' X 4' STORM SAS - EACH	2.00	\$4,500.00	\$9,000.00
50741.0 - TYPE H INLET - EACH	13.00	\$2,250.00	\$29,250.00
50792.0 - STORM SEWER TAP - EACH	5.00	\$1,000.00	\$5,000.00
50793.0 - PRIVATE STORM SEWER CONNECT, TYPE 1 - EACH	1.00	\$1,750.00	\$1,750.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	10.00	\$650.00	\$6,500.00
60234.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT - LF	385.00	\$6.00	\$2,310.00
60261.0 - ELECTRICAL TRENCH - LF	385.00	\$10.00	\$3,850.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	1.00	\$650.00	\$650.00
70104.0 - ADJUST WATER VALVE BOX (CURB STOP) - EACH	5.00	\$150.00	\$750.00
90001.0 - BUS PAD - SF	1,500.00	\$12.00	\$18,000.00
90003.0 - CONCRETE GUTTER - LF	450.00	\$35.00	\$15,750.00
90004.0 - MONOLITHIC 8-1/2" CONCRETE PAVEMENT AND CURB - SY	310.00	\$75.00	\$23,250.00
90005.0 - SALVAGE & RESET TERRACE PAVERS - SF	30.00	\$20.00	\$600.00
90006.0 - FURNISH AND INSTALL CURB BOX AND STOP - EACH	4.00	\$2,500.00	\$10,000.00
90030.0 - RELOCATE WATER (UNDISTRIBUTED) - EACH	5.00	\$1,500.00	\$7,500.00
50442 - 10 INCH TYPE III STORM SEWER PIPE - LF	250.00	\$80.00	\$20,000.00
<b>80 Items</b>	<b>Totals</b>		<b>\$817,930.50</b>



Department of Public Works  
**Engineering Division**  
Robert F. Phillips, P.E., City Engineer  
City-County Building, Room 115  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4751  
Fax: (608) 264-9275  
[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

**Deputy City Engineer**  
Gregory T. Fries, P.E.  
**Deputy Division Manager**  
Kathleen M. Cryan  
**Principal Engineer 2**  
Christopher J. Petykowski, P.E.  
John S. Fahmeyer, P.E.  
**Principal Engineer 1**  
Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
James M. Wolfe, P.E.  
**Facilities & Sustainability**  
Bryan Cooper, Principal Architect  
**Mapping Section Manager**  
Eric T. Pederson, P.S.  
**Financial Manager**  
Steven B. Danner-Rivers

## BIENNIAL BID BOND

Raymond P. Cattell, Inc.

(a corporation of the State of Wisconsin)  
(individual), (partnership), (hereinafter referred to as the "Principal") and  
The Ohio Casualty Insurance Company

a corporation of the State of New Hampshire (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, 2020 through February 1, 2022.

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**

Raymond P. Cattell, Inc.  
COMPANY NAME AFFIX SEAL

11/21/19  
DATE

By: [Signature] TRASURER  
SIGNATURE AND TITLE

**SURETY**

The Ohio Casualty Insurance Company  
COMPANY NAME AFFIX SEAL

November 19, 2019  
DATE

By: [Signature] Attorney-in-Fact  
SIGNATURE AND TITLE

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 17134535 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

November 19, 2019  
DATE

[Signature]  
AGENT SIGNATURE

828 John Nolen Drive  
ADDRESS

Madison, WI 53713  
CITY, STATE AND ZIP CODE

608-273-0655  
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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202117-969037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard F. Kekula; Michael J. Moore; Travis Schreiber; Lacey Endres; Tracy Krause; Michelle McLane; Dani Noble; Kim E. Schwenn; Trisha Stark; Julie Zimmerman

all of the city of Madison state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 19th day of November, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

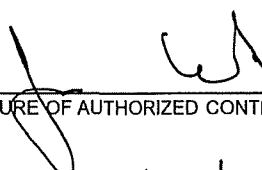
## **CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD- VALID (FROM/TO) February 1, 2020 - February 1, 2022
NAME OF SURETY The Ohio Casualty Insurance Company
NAME OF CONTRACTOR Raymond P. Cattell, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

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

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

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

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

DATE

11/21/19  
\_\_\_\_\_

## SECTION H: AGREEMENT

THIS AGREEMENT made this 12<sup>th</sup> day of March in the year Two Thousand and Twenty-One between RAYMOND P. CATTELL, 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 MARCH 16, 2021, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### RESURFACING 2021 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8988

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 EIGHT HUNDRED SEVENTEEN THOUSAND NINE HUNDRED THIRTY AND 50/100 (\$817,930.50) 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 stated in the notice.

#### Articles of Agreement Article I

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

#### Article II

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

#### Article III

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

#### Article V

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

#### Article VI

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

#### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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



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

**c. Exemptions:** This section shall not apply when:

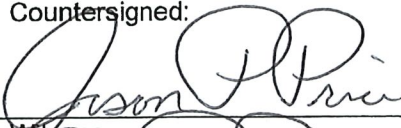
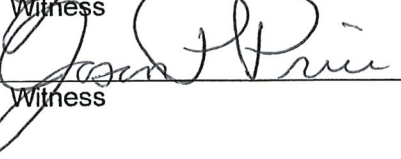
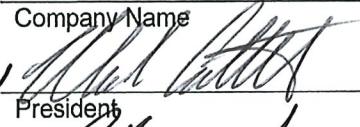

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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

**RESURFACING 2021 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8988**

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

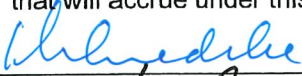





Countersigned:

	<u>3-17-2021</u>	<u>RAYMOND P. CATTELL, INC.</u>	<u>3-17-2021</u>
Witness	Date	Company Name	Date
	<u>3-17-2021</u>		<u>3-17-2021</u>
Witness	Date	President	Date
			<u>3-17-2021</u>
		Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

	<u>04-01-2021</u>		<u>4-5-2021</u>
Finance Director	Date	City Attorney	Date
	<u>4/5/21</u>		<u>4/5/21</u>
Witness	Date	Mayor	Date
	<u>3.30.21</u>		<u>3.30.21</u>
Witness	Date	City Clerk	Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **RAYMOND P. CATTELL, INC.** as principal, and The Ohio Casualty Insurance Company Company of New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **EIGHT HUNDRED SEVENTEEN THOUSAND NINE HUNDRED THIRTY AND 50/100 (\$817,930.50)** 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:

**RESURFACING 2021 - CURB & GUTTER AND CASTINGS  
CONTRACT NO. 8988**

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 17th day of March, 2021

Countersigned:  
[Signature]  
Witness  
[Signature]  
Secretary

RAYMOND P. CATTELL, INC.  
Company Name (Principal)  
[Signature]  
President TREASURER Seal

Approved as to form:  
[Signature]  
City Attorney

The Ohio Casualty Insurance Company  
Surety Seal  
 Salary Employee  Commission  
By [Signature]  
Attorney-in-Fact Tracy Krause

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8996012 for the year 2021, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 17, 2021  
Date

[Signature]  
Agent Signature Tracy Krause



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203443 - 969037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashleigh Asleson, Chelsea A. Bremer, Cathleen C. Christensen, Lacey Endres, Pennie L. Hildebrandt, Richard F. Kekula, Tracy Krause, Michelle McLane, Michael J. Moore, Dani Noble, Pamela Ronski, David J. Rudnik, Janet L. Rudnik, Travis Schreiber, Kim E. Schwenn, Trisha Stark, Julie Zimmerman

all of the city of Madison state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 17th day of March, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.