

\$395,160.00  
ORIGINAL

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

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PARKSIDE DRIVE SANITARY SEWER REPLACEMENT

CONTRACT NO. 9108

PROJECT NO. 13872

MUNIS NO. 13872

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON NOVEMBER 7, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

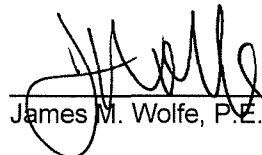
**PARKSIDE DRIVE SANITARY SEWER REPLACEMENT  
CONTRACT NO. 9108**

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This Proposal, and Agreement have  
been prepared by:

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

  
James M. Wolfe, P.E., City Engineer

JMW: kdf

## 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:	PARKSIDE DRIVE SANITARY SEWER REPLACEMENT
CONTRACT NO.:	9108
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	9/28/2023
BID SUBMISSION (2:00 P.M.)	10/5/2023
BID OPEN (2:30 P.M.)	10/5/2023
PUBLISHED IN WSJ	9/21/2023 & 9/28/2023

**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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 266-6510 or by email, [tlomax@cityofmadison.com](mailto:tlomax@cityofmadison.com).

**PREQUALIFICATION APPLICATION:** Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2023 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor or submitted electronically through Bid Express ([www.bidexpress.com](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  Hydro Excavating
- 243  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) 266-6510.



## 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**

### **PARKSIDE DRIVE SANITARY SEWER REPLACEMENT CONTRACT NO. 9108**

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104 SCOPE OF WORK**

The work under this contract shall include, but is not limited to, clearing, grubbing, replacement of sanitary sewer, installation of a gravel access path for maintenance equipment, pipe culvert removal, and restoration with topsoil, seed and matting.

The project limits for the work are from Parkside Drive to the MMSD interceptor at MH10-421 within the storm and sanitary easement.

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

#### **SECTION 104.10 CLEANING UP**

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb and gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into Sewer Access Structures and Storm Sewer Inlets shall be removed immediately.

#### **SECTION 105.12 COOPERATION BY THE CONTRACTOR**

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

The Contractor shall maintain access for property owners and mail delivery for all properties in the project area along Parkside Drive south of Lien Road.

Work under this contract will require coordination with private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and allow working areas for installation of new facilities or for relocation work.

Contacts for private utilities are:

Roger Ahles (MG&E Gas), 608-252-5682, [rahles@mge.com](mailto:rahles@mge.com)

Mark Bohm (MG&E Electric), 608-252-4730, [mbohm@mge.com](mailto:mbohm@mge.com)  
Anthony Sanfratello (MG&E Electric), 608-931-1284, [asanfratello@mge.com](mailto:asanfratello@mge.com)  
Jon Marschke (Charter Communications), 608-225-2479, [Jon.Marschke@charter.com](mailto:Jon.Marschke@charter.com)

#### **SECTION 107.6            DUST PROOFING**

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

#### **SECTION 107.7            MAINTENANCE OF TRAFFIC**

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

The Contractor shall email an acceptable Traffic Control Plan to Lukas Collins, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com) City Traffic Engineering prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, electronic flashing arrow boards, and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

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

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

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

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Emergency vehicle access shall be maintained to all properties at all times from at least one end of each block.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses 48 hours before any work is done that would obstruct their driveways.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villarreal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

**PARKSIDE DRIVE**

Contractor shall place portable changeable message boards at least one (1) week in advance of the start of work on Parkside Dr, notifying the public of the start of construction. Message boards shall read:

“PARKSIDE  
WORK  
BEGINS

Day of Week

Month/Date”

Parkside to remain open for the duration of the project with access to local businesses being maintained at all times from both directions. Contractor is able to close NB travel lane to facilitate utility installation, paving, and storage of materials. Flaggers to be used during construction hours to direct traffic. Signage to be used during non-construction hours directing traffic.

**NOTIFICATION WHEN CLOSING STREET**

Notify Lukas Collins, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com) when portable changeable message boards are placed to coordinate news release and existing sign removal. The Contractor shall not remove traffic signs. City Traffic Engineering will remove signs free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

**OPENING OF SECTION OF STREET TO TRAFFIC**

The contractor shall notify Lukas Collins, [lcollins@cityofmadison.com](mailto:lcollins@cityofmadison.com) completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Lukas Collins, City of Madison Traffic Engineering Division, [LCollins@cityofmadison.com](mailto:LCollins@cityofmadison.com), 261-9625 with any questions concerning these traffic control specifications.

## **SECTION 108.2            PERMITS**

The City of Madison will obtain a City of Madison Erosion Control Permit. Additionally, the City of Madison will obtain a Sewer Extension Permit from Madison Metropolitan Sewerage District (MMSD) and WisDNR.

Contractor will be responsible for acquiring permits and paying for the permit fees from the Madison Metropolitan Sewerage District (MMSD) for the connection to MMSD MH10-421 at STA 12+04.32 LT-0.24'. The Contractor shall follow all MMSD permit requirements with this proposed work to their facilities. The contact from MMSD for this is Ray Schneider, (608)347-3628, [rays@madsewer.org](mailto:rays@madsewer.org) for permitting. Contractor shall contact MMSD five (5) days prior to doing the work. Contractor is responsible for the permit fee of \$1,600(2023 rate).

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 their 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 will be provided at the preconstruction meeting and will be available at the City of Madison, Engineering Division office.

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

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

The Contractor may begin work as early as **November 27, 2023** and no later than **May 1, 2024**. Work may only proceed after the contract is fully signed and the start work letter is received.

Once construction has begun, work shall be continuous with the total time for completion being **SIXTY (60) CALENDAR DAYS**. All work shall be completed by no later than **JUNE 30, 2024**.

The Contractor shall notify the Engineer of their anticipated schedule for this project as soon as possible, and shall provide a minimum of 4 weeks' notice prior to their anticipated start date. If adequate notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

The total contract time accounts for work days necessary to coordinate with utilities for work being performed on their facilities. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. Monday – Friday unless approved by the Engineer in writing. No work shall be allowed on holidays unless approved by the Engineer.

**SECTION 210.1(c)     STREET SWEEPING**

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

**ARTICLE 500             SEWER AND SEWER STRUCTURES GENERAL**

The sanitary sewer designer for the project is Kyle Frank and may be contacted at (608) 266-4098 or [kfrank@cityofmadison.com](mailto:kfrank@cityofmadison.com).

**SANITARY SEWER GENERAL**

Sanitary sewer pipe work on the project include installation of approximately 1,183 feet of new 10" diameter ASTM D3034 SDR-35 main. Sanitary sewer pipe work shall include installing new sewers at the sizes and location specified on the plan set and in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition.

ASTM D3034 SDR-35 sewer main and lateral re-connection as called for on the plan set shall be payable under Sanitary Sewer Main (BID ITEMS 50302) and Reconnect Sanitary Lateral (BID ITEM 50356).

All new sanitary sewer access structures shall include the Neenah R-1550 Frame with City of Madison Logo Lid 1550-0054 (see S.D.D. 5.7.16 of the City of Madison Standard Specification for Public Works Construction latest edition). All new sewer main connections may be factory cored and shall be included in the structure price. All existing sewer connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

**STORM SEWER GENERAL**

Storm sewer work on the project is limited to removal of two existing corrugated metal pipe culverts.

**SECTION 507.3(b)     PRECAST REQUIREMENTS**

Precast structures for sanitary sewer structures should not be furnished with steps, but if they are the steps shall be removed before the completion of the project.

**BID ITEM 90000 – REMOVE EXISTING RAILS AND RAIL TIES**

**DESCRIPTION**

This bid item includes all work, materials, equipment, and incidentals necessary to remove a portion of the existing railroad spur located in the storm and sanitary easement and as shown on the plans. This includes all hauling and disposal of materials in accordance with federal, state, and local laws. All work



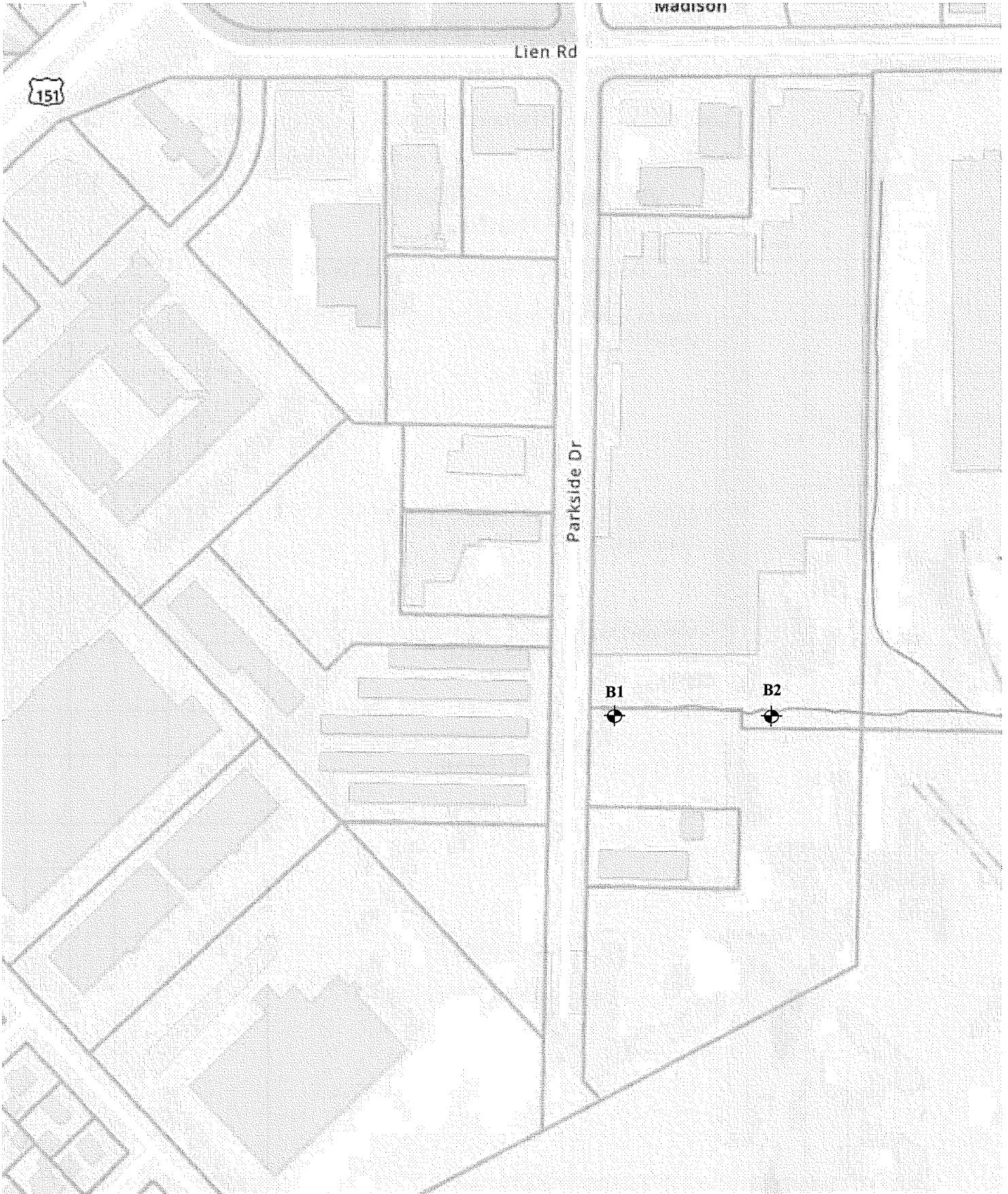
shall be completed in accordance with Article II of the City of Madison Standard Specifications for Public Works Construction latest edition.

**METHOD OF MEASUREMENT**

REMOVE EXISTING RAILS AND RAIL TIES shall be paid as a lump sum, completed and accepted in accordance with the contract.

**BASIS OF PAYMENT**

REMOVE EXISTING RAILS AND RAIL TIES will be paid for at the contract lump sum price, which price shall be full compensation for the work described in this bid item




**Legend**

⊕ Denotes Boring Location

**Notes**

1. Soil borings performed by On-Site Environmental in August 2023
2. Boring locations are approximate

Scale: Reduced

<b>Job No.</b> C23051-12		<b>SOIL BORING LOCATION MAP</b> <b>Parkside Drive Sanitary Easement</b> <b>Madison, Wisconsin</b>
<b>Date:</b> 9/2023		



# LOG OF TEST BORING

Project Parkside Drive Sanitary Easement  
 Location Madison, Wisconsin

Boring No. 1  
 Surface Elevation (ft) 859±  
 Job No. C23051-12  
 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.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL
1	0.9	11	M	10	FILL: Dense Gravel Mixed with Clay and Topsoil to 0.9' Hard to Very Stiff Brown Clay with Silt, Sand and Gravel to 5.5'	(4.0+)				
2	4.5	11	M	4			(3.25)			
3	10.0	10	M	10	Stiff, Gray and Brown (Mottled) Lean CLAY, Trace Sand (CL - Possible Fill)	(1.25)				
4	11.0	13	W	11	Medium Dense, Light Brown to Gray Fine SAND, Little to Some Silt (SP-SM/SM)					
5	12.0	12	W	6	Loose to Very Loose, Stratified Gray Silty Fine SAND and Sandy SILT (SM/ML)					
6	14.0	14	W	2						
					End of Boring at 15 ft Backfilled with bentonite chips					

## WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  8.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 24 Hour  
 Depth to Water \_\_\_\_\_ 7.9'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 9'

## GENERAL NOTES

Start 8/10/23 End 8/10/23  
 Driller OES Chief Gage Rig 7822  
 Logger Gage Editor ESF DT  
 Drill Method 3.25" HSA; Autohammer

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



# LOG OF TEST BORING

Project Parkside Drive Sanitary Easement  
 Location Madison, Wisconsin

Boring No. 2  
 Surface Elevation (ft) 855±  
 Job No. C23051-12  
 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.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL	LOI
					0	FILL: Medium Dense Gravel Mixed with Clay and Topsoil to 0.7'					
1	11	M	6		0.7	Very Stiff Dark Brown and Gray Clay with Sand to 3'	(2.25)				
					3	Medium Stiff, Brownish-Gray Lean CLAY (CL - Possible Fill)	(0.75)				
					5	Soft to Very Soft, Gray and Brown Laminated Sandy Lean CLAY and Very Loose Clayey SAND, Trace Gravel (SC/CL)	(0.5)				
3	9	M/W	1		5						
4	9	W	3		10		(0.25)				
					15	Medium Dense to Loose, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
5	17	W	23		15						
6	10	W	7		20						
					20	End of Boring at 15 ft Backfilled with bentonite chips					

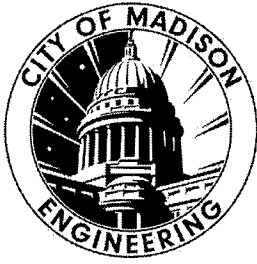
### WATER LEVEL OBSERVATIONS

While Drilling ∇ 10.0' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 24 Hour  
 Depth to Water \_\_\_\_\_ 3.7' ∇  
 Depth to Cave in \_\_\_\_\_ 9'

### GENERAL NOTES

Start 8/10/23 End 8/10/23  
 Driller OES Chief Gage Rig 7822  
 Logger Gage Editor ESF DT  
 Drill Method 3.25" HSA; Autohammer

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



Department of Public Works  
**Engineering Division**  
James M. Wolfe, 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)

**Assistant City Engineer**  
Bryan Cooper, AIA  
Gregory T. Fries, P.E.  
Chris Petykowski, P.E.

**Deputy Division Manager**  
Kathleen M. Cryan

**Principal Engineer 2**  
John S. Fahrney, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**  
Mark D. Moder, P.E.  
Andrew J. Zwieg, P.E.

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

October 3, 2023

NOTICE OF ADDENDUM  
ADDENDUM NO. 1  
CONTRACT NO. 9108  
PARKSIDE DRIVE SANITARY SEWER REPLACEMENT

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

**SPECIAL PROVISIONS:**

Remove and replace the first paragraph, with the following, under SECTION 108.2 PERMITS:

The City of Madison will obtain a City of Madison Erosion Control Permit, a WisDNR and USACOE Wetlands Disturbance permit, and WisDNR Chapter 30 permit. Additionally, the City of Madison will obtain a Sewer Extension Permit from Madison Metropolitan Sewerage District (MMSD) and WisDNR. Construction shall not begin until all permits are acquired.

Remove and replace the first and second paragraph, with the following, under SECTION 109.2 PROSECUTION OF THE WORK:

All work under this contract shall be completed by **JUNE 15, 2024**. Work may only proceed after the contract is fully signed, all permits are received, and the start work letter is issued, which is anticipated to be available by April 1, 2024. If desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting. Once construction has begun, work shall be continuous with the total time for completion being **SIXTY (60) CALENDAR DAYS**.

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,

James M. Wolfe, P.E.  
City Engineer

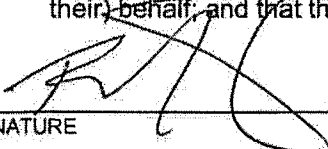
JMW:KDF

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**PARKSIDE DRIVE SANITARY SEWER REPLACEMENT  
CONTRACT NO. 9108**

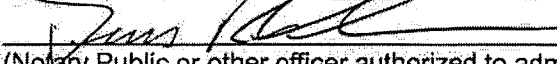
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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 - 2023 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 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. Huston Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

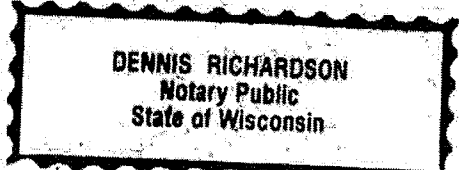
  
 \_\_\_\_\_  
 SIGNATURE  
 Brad Huston - President  
 \_\_\_\_\_  
 TITLE, IF ANY



Sworn and subscribed to before me this 5th day of October, 2023.

  
 \_\_\_\_\_  
 (Notary Public or other officer authorized to administer oaths)  
 My Commission Expires 1/10/24

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



Contract 9108 – R. G. Huston Co., Inc.

**Section F: Best Value Contracting (BVC)**

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

Please check the box in the Upload section if submitting the report by hand.

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



**Parkside Drive Sanitary Sewer Replacement**

**CONTRACT NO. 9108**

**Small Business Enterprise Compliance Report**

**Cover Sheet**

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road  
Cottage Grove, WI 53527

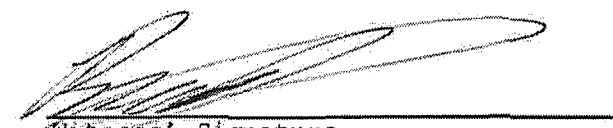
Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

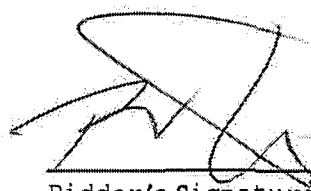
Prime Bidder Certification:

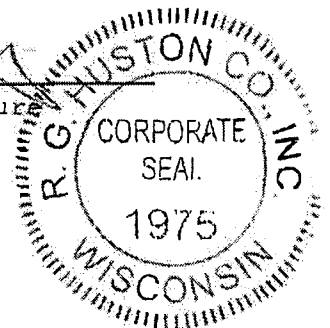
I, Brad Huston, President of R.G. Huston Company, Inc. certify that the information contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Witness' Signature

10/5/2023

Date

  
\_\_\_\_\_  
Bidder's Signature



**Parkside Drive Sanitary Sewer Replacement**  
**CONTRACT NO. 9108**  
**Small Business Enterprise Compliance Report**  
**Summary Sheet**

This information **MUST** be submitted in a separate sealed envelope marked

"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

**SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS**

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Jr's Construction and Landscaping, Inc.	Landscaping	4.8 %

Subtotal SBE who are not suppliers: 4.8 %

**SBE SUBCONTRACTORS WHO ARE SUPPLIERS**

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

Subtotal SBE who are suppliers: \_\_\_\_\_ % X 0.6 = \_\_\_\_\_ % (discounted to 60%)

Total Percentage of SBE Utilization: 4.8 %

**PARKSIDE DRIVE SANITARY SEWER REPLACEMENT**

CONTRACT NO. 9108

DATE: 10/5/23

**R. G. Huston Co., Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10704 - TRAFFIC CONTROL FOR SANITARY SEWER CONSTRUCTION - L.S.	1.00	\$3,000.00	\$3,000.00
10914 - MOBILIZATION FOR SANITARY SEWER CONSTRUCTION - L.S.	1.00	\$45,871.02	\$45,871.02
20101 - EXCAVATION CUT - C.Y.	490.00	\$31.00	\$15,190.00
20109 - FINISH GRADING (CHANNEL) - L.S.	1.00	\$400.00	\$400.00
20217 - CLEAR STONE - TON	1500.00	\$10.50	\$15,750.00
20221 - TOPSOIL - S.Y.	1160.00	\$11.00	\$12,760.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	20.00	\$25.00	\$500.00
20311 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	3.00	\$870.00	\$2,610.00
20314 - REMOVE PIPE (SANITARY) - L.F.	1188.00	\$0.01	\$11.88
20314 - REMOVE PIPE (STORM CULVERT) - L.F.	93.00	\$29.00	\$2,697.00
20402 - CLEARING - STA	7.00	\$1,075.00	\$7,525.00
20407 - GRUBBING - STA	7.00	\$2,140.00	\$14,980.00
20701 - TERRACE SEEDING - S.Y.	260.00	\$4.00	\$1,040.00
20708 - WOODLAND SEEDING - S.Y.	900.00	\$4.00	\$3,600.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$640.00	\$640.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN - L.F.	2400.00	\$2.40	\$5,760.00
21023 - SILT FENCE - REMOVE & RESTORE - L.F.	2400.00	\$1.00	\$2,400.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	4.00	\$350.00	\$1,400.00
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	4.00	\$100.00	\$400.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	4.00	\$25.00	\$100.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	960.00	\$2.40	\$2,304.00
21073 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - S.Y.	200.00	\$4.60	\$920.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	20.00	\$50.00	\$1,000.00
40205 - HMA PAVEMENT 4 MT 58-28 S - TON	24.00	\$292.93	\$7,030.32
40218 - TACK COAT - GAL	10.00	\$3.03	\$30.30
40301 - FULL WIDTH GRINDING - S.Y.	195.00	\$17.17	\$3,348.15
50103 - RECONSTRUCT BENCH AND FLOWLINES - EACH	1.00	\$500.00	\$500.00
50202 - TYPE II DEWATERING - L.S.	1.00	\$200.00	\$200.00
50203 - UNDERCUT FOR SANITARY SEWER (UNDISTRIBUTED) - C.Y.	225.00	\$75.50	\$16,987.50
50212 - SELECT FILL FOR SANITARY SEWER MAIN - T.F.	1183.00	\$0.01	\$11.83
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	20.00	\$322.00	\$6,440.00
50303 - 12" PVC SANITARY SEWER PIPE (SDR-35) - L.F.	1183.00	\$150.00	\$177,450.00
50356 - RECONNECT SANITARY LATERAL - EACH	1.00	\$1,250.00	\$1,250.00
50361 - WASTEWATER CONTROL - EACH	1.00	\$9,380.00	\$9,380.00
50390 - SEWER ELECTRONIC MARKERS - EACH	5.00	\$41.00	\$205.00
50701 - 4' DIAMETER SAS - EACH	2.00	\$5,040.00	\$10,080.00
50771 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$335.00	\$670.00
50791 - SANITARY SEWER TAP - EACH	2.00	\$1,540.00	\$3,080.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	2.00	\$210.00	\$420.00
90000 - REMOVE EXISTING RAILS AND RAIL TIES - L.S.	1.00	\$2,010.00	\$2,010.00
20256 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	1070.00	\$4.15	\$4,440.50
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	365.00	\$29.50	\$10,767.50
<b>42 Items</b>	<b>Totals</b>		<b>\$395,160.00</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**

John S. Fahrney, P.E.  
Christopher J. Petykowski, P.E.  
Janet Schmidt, P.E.

**Principal Engineer 1**

Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
James M. Wolfe, P.E.

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

**Land Information &**

**Official Map Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

**BIENNIAL BID BOND**

R. G. Huston Co., Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2022 through January 31, 2024.

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

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

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

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

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

**PRINCIPAL**

R. G. Huston Co., Inc.

COMPANY NAME

AFFIX SEAL

DATE

December 23, 2021



By:

[Signature] - Sec/Treas.

SIGNATURE AND TITLE

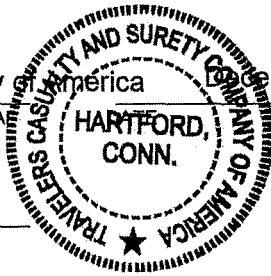
**SURETY**

Travelers Casualty and Surety Company of America

COMPANY NAME

AFFIX SEAL

December 21, 2021



By:

[Signature]

SIGNATURE AND TITLE

Jonathan Lucas, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 20049489 for the year 2021 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 21, 2021

DATE

[Signature]

AGENT SIGNATURE

20975 Swenson Drive - Suite 175

ADDRESS

Waukesha, Wisconsin 53186

CITY, STATE AND ZIP CODE

262-317-8045

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.



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

**POWER OF ATTORNEY**

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of December, 2021.



  
Kevin E. Hughes, Assistant Secretary

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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 28 day of November in the year Two Thousand Twenty Three between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on NOVEMBER 7, 2023, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

### PARKSIDE DRIVE SANITARY SEWER REPLACEMENT CONTRACT NO. 9108

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 THREE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED SIXTY AND NO/100 (\$395,160.00) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.  
**B. Affirmative Action.** 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the Division, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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



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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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

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

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

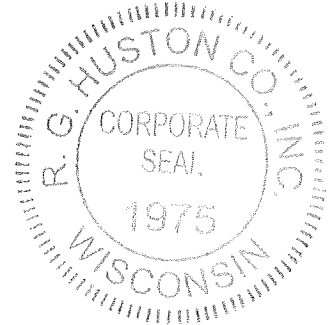
**PARKSIDE DRIVE SANITARY SEWER REPLACEMENT  
CONTRACT NO. 9108 9108**

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

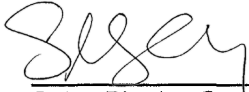
Countersigned:

[Signature] 10/23/23  
Witness Date  
James Reardon 10/23/23  
Witness Date

R. G. HUSTON CO., INC.  
Company Name  
[Signature] 10/23/23  
President Date  
[Signature] 10/23/23  
Secretary Date



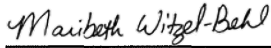
CITY OF MADISON



Satya Rhodes-Conway, Mayor

11/28/2023

Date



Maribeth Witzel-Behl, City Clerk

11/16/2023

Date

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



David P. Schmiedicke, Finance Director

11/22/2023

Date

Approved as to form:



Michael Haas, City Attorney

11/27/2023

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES 23-00695, ID No. 80370, adopted by the Common Council of the City of Madison on Nov. 7, 2023.

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we R. G. HUSTON CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, CT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED SIXTY AND NO/100 (\$395,160.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**PARKSIDE DRIVE SANITARY SEWER REPLACEMENT  
CONTRACT NO. 9108**

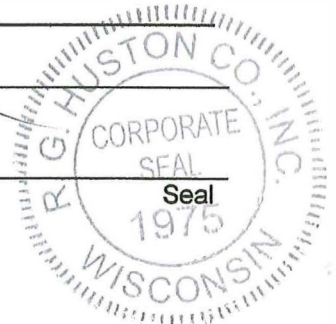
in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (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 8th day of November, 2023

Countersigned:

[Signature]  
Secretary

R. G. HUSTON CO., INC.  
Company Name (Principal)  
[Signature]  
President



Approved as to form:

Travelers Casualty and Surety Company of America  
Surety Seal  
 Salary Employee     Commission  
By [Signature]  
Attorney-in-Fact, Kathryn A. Weidner

SEE NEXT PAGE

City Attorney

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6497333 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

11.8.2023  
Date

[Signature]  
Agent Signature

The foregoing Bond has been approved as to form:

11/27/2023

Date

*Michael Haas*

City Attorney



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

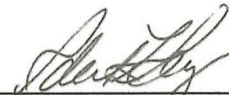
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathryn A. Weidner** of **MADISON, Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

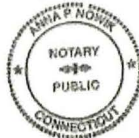
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

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



  
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **8th** day of **November**, **2023**



  
Kevin E. Hughes, Assistant Secretary

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