

JUN 22 2017

Received

Contract Routing Form

printed on: 06/22/2017

ROUTING: Urgent Rush

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

Project: North Bassett St., Conklin-University Alley, and Henry-Brom
Alley Assessment District - 2017

Contract No.: 7847
Enactment No.: RES-17-00502
Dollar Amount: 2,213,459.62

File No.: 47548
Enactment Date: 06/21/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-22-2017	6-22-2017
Director of Civil Rights	6.22.17	6.22.17 FS
Risk Manager	6.23.17	6.23.17 mel
Finance Director	6.23.17	6/23/17 mac
City Attorney #805	6/23/17	6-26-17
Mayor	6.26.17	6.24.17

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

Original + 2 Copies

06/22/2017 15:08:09 enjls - Jim Wolfe 266-4099



Legislation Details (With Text)

File #: 47548 **Version:** 1 **Name:** Awarding Public Works Contract No. 7847, North Bassett Street, Conklin-University Alley, and Henry-Broom Alley Assessment District - 2017.

Type: Resolution **Status:** Passed

File created: 5/31/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 6/20/2017 **Final action:** 6/20/2017

Enactment date: 6/21/2017 **Enactment #:** RES-17-00502

Title: Awarding Public Works Contract No. 7847, North Bassett Street, Conklin-University Alley, and Henry-Broom Alley Assessment District - 2017.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7847.pdf

Date	Ver.	Action By	Action	Result
6/20/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
6/7/2017	1	BOARD OF PUBLIC WORKS		
5/31/2017	1	Engineering Division	Refer	

The proposed resolution awards the contract for the North Basset Street, Conklin Place, and Henry Street assessment district improvements. The total cost of the project is \$2,390,550 which is sufficiently planned for within the Engineering Major Streets adopted capital budget via the Reconstruction Streets capital program (MUNIS 10226). Funding is provided by GO Borrowing and associated utility funding. The cost assigned by agency is as follows:

Major Streets - \$1,564,940
 Sewer Utility - \$543,800
 Water Utility - \$281,810

Awarding Public Works Contract No. 7847, North Bassett Street, Conklin-University Alley, and Henry-Broom Alley Assessment District - 2017.

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

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

See attached document (Contract No. 7847) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 7847
 NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT
 DISTRICT - 2017

R.G. HUSTON CO., INC. \$2,213,459.62

Acct. No. 11430-402-170:54410 (91350)	\$1,054,821.20
Contingency 8%±	<u>84,388.80</u>
Sub-Total	\$1,139,210.00

Acct. No. 11430-402-174:54445 (91345)	\$250,310.47
Contingency 8%±	<u>20,029.53</u>
Sub-Total	\$270,340.00

Acct. No. 11430-83-173:54445 (91345)	\$503,518.30
Contingency 8%±	<u>40,281.70</u>
Sub-Total	\$543,800.00

Acct. No. 11430-86-179:54445 (91360)	\$260,932.15
Contingency 8%±	<u>20,877.85</u>
Sub-Total	\$281,810.00

Acct. No. 11430-402-176:54430 (96882)	\$65,762.00
Contingency 8%±	<u>5,258.00</u>
Sub-Total	\$71,020.00

Acct. No. 11430-402-177:54435 (91232)	\$78,115.50
Contingency 8%±	<u>6,254.50</u>
Sub-Total	\$84,370.00

GRAND TOTAL	<u>\$2,390,550.00</u>
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Demographics

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

Address

Business Address

One Tower Sq
 Hartford, CT 06183
 United States

Mailing Address

ONE TOWER SQUARE
 HARTFORD, CT 06183
 United States

Statutory Home Office Address

One Tower Sq
 Hartford, CT 06183
 United States

Main Administrative Office Address

One Tower Sq
 Hartford, CT 06183
 United States

Phone, E-mail, Website

Phone

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

Email

No results found.

Website

No results found.

Company Type

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

Appointments

Q dennis barton

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	03/01/2017	02/28/2018
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	03/01/2017	02/28/2018

First Previous 1 Next Last

Line Of Business

Q Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Fire, Inland Marine and Other Property Insurance	Fire, Inland Marine and Other Property Insurance	09/10/1975
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975

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First Previous **1** 2 Next Last

Contact

 Filter

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

First Previous **1** Next Last

Company Merger

 Filter

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

Companies Absorbed

First	Previous	1	Next	Last
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Name Change History

 Filter
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Previous Name	New Name	Effective Date
	Aetna Casualty & Surety Company of America	09/10/1975
Aetna Casualty & Surety Company of America	Travelers Casualty and Surety Company of America	07/01/1997

First	Previous	1	Next	Last
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\$2,213,459.62
FILE

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

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM
ALLEY ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7847

MUNIS NO. 11430

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 20, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM
ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7847

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: jw

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:	NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7847
SBE GOAL	5%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	MAY 12, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	MAY 12, 2017
BID SUBMISSION (1:00 P.M.)	MAY 19, 2017
BID OPEN (1:30 P.M.)	MAY 19, 2017
PUBLISHED IN WSJ	MAY 5 & 12, 2017

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

- 2.4.2.1.1 **Cover Page**, Page C-6; and
- 2.4.2.1.2 **Summary Sheet**, C-7.

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

- 2.4.2.2.1 **Cover Page**, Page C-6;
- 2.4.2.2.2 **Summary Sheet**, C-7; and
- 2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7847

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

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

SECTION 102.12 BEST VALUE CONTRACTING

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

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to 12:00 pm on Thursday, June 22, 2017. Delays in turning in the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than Wednesday, June 21, 2017.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of water main and services, sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, base preparation, concrete pavement, asphalt pavement, traffic signals and lighting, sidewalk, and colored concrete bike lanes; the project also includes alley pavement repairs and replacement and sanitary sewer pipe bursting within an alley.

The project limits for the work are on N. Bassett St. from W. Dayton St. to W. Gorham St. (University Ave.), and on the Conklin-University Alley from Conklin Pl. to University Ave., and on the Henry-Broom Alley from W. Johnson St. to the west end.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field, especially as it relates to utility service replacement or as needed to properly install the concrete bike lane.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially all concrete work, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

City Traffic Engineering crews will be replacing traffic signal loops in the base course prior to placement of final pavement at the following location:

- N Bassett St north of W Johnson St

The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering Electrical Section (Tom Bodenstein, 266-4767), 48 hours prior to final paving.

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

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

The Contractor shall use care around existing storm sewer to remain. All costs to protect existing pipe and structures shall be incidental to construction. All private storm sewer discharges shall be maintained for all properties in the project area.

There are existing building vaults that extend into the right-of-way, under the sidewalk. Known vault locations are shown on the plans. When working adjacent to the vaults, the Contractor shall take care to not damage any structure of the vault, including the waterproofing material. Any damage caused to the vaults shall be repaired by the Contractor at their expense.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial properties at all times. This includes apartment buildings and the hotel driveway. Access to Conklin Place and the Conklin-University Alley, which is used for resident access and refuse collection, shall also be maintained except as described under Maintenance of Traffic. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

It is expected that there will be varying amounts of moving in and out of the larger apartment buildings taking place during the timeframe of the project, especially starting at the end of July. Per the Maintenance of Traffic Specifications, access to the driveways of these apartment buildings shall be maintained at all times. The Park Place apartments located at 210 N Bassett St. will have a significant amount of moving starting the weekend of July 29 with move-ins beginning August 1; the contractor shall ensure driveway access during this time. Additionally, the Contractor shall also move off site, including all equipment and materials during the major moving operations for the housing within the project limits starting on August 10. See Bid Item 90013 Remobilization for Moving Operations.

Coordination with Utilities and B-Cycle

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

The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, and work on the sanitary sewer and storm sewer will require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with utilities for structure adjustments.

New underground utilities will also be installed as part of this project. MG&E will be installing a new concrete encased electrical conduit duct package on the west side of N. Bassett St. between W. Dayton St. and W. Johnson St. MG&E will also be relocating the existing 3-Duct package along 505 University Ave.

The existing overhead facilities between W. Dayton St. and W. Johnson St., owned by MG&E and Charter, will be converted to underground as part of this project. It is expected that these facilities will be installed under the existing sidewalk and/or proposed bike lane.

AT&T will install conduit that will ultimately be used to relocate an existing overhead crossing of Bassett St. to underground. This is located about mid-block between Dayton St. & Johnson St.

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

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

A B-Cycle station will be installed on University Ave. with the new development at 430 W. Gorham St. It is expected that this station will need to be temporarily relocated or removed in order to complete the curb and sidewalk work in that area. This station is to remain operational for as long as possible. Contact Josh Griffith at 608.345.5524 to coordinate moving and re-installing the station. Provide a minimum of 1 week's notice for removal, and promptly contact for re-installation following completion of the work.

Meetings

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

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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 set up all W Johnson Street and University Avenue traffic control as shown in the provided traffic control plan in the plan set. Time-of-day restrictions for lane closures are noted on the traffic control plan.

One message board shall be placed on the grass terrace area of Bassett Street between University Avenue and Johnson Street for the seven days prior to construction and one message board shall be placed in the rightmost lane of Bassett Street between Johnson Street and Dayton Street for the seven days prior to construction. Each board shall display:

THIS
BLOCK
CLOSED

STARTING
7:00 AM
MON 7/XX

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

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

N Bassett Street

North Bassett Street may be closed to through traffic for the duration of the project. Local and emergency vehicle traffic shall be maintained at all times. When work is not taking place between Conklin Place and

Johnson Street, a lane on N Bassett St shall be kept open to provide Conklin Place traffic a path to Johnson Street (see "Conklin Place" below).

W Johnson Street

Refer to the traffic control plan included in the plan set for different lane closures of W Johnson Street. Peak hour restrictions for lane closures of W Johnson Street are included on the plan sheets. Notify Tom Mohr, Traffic Engineering, 267-8725, tmohr@cityofmadison.com, at least 24 hour prior to any W Johnson Street lane closures, to adjust traffic signal timing. Construction vehicles shall not enter or exit N Bassett Street from W Johnson Street on weekdays from 4:00 p.m. to 6:00 p.m.

W Gorham Street / University Ave

Refer to the traffic control plan for different lane closures of W Gorham St / University Ave. Peak hour restrictions for lane closures are included on the plan sheets. Construction vehicles shall not enter or exit N Bassett Street from University Avenue on weekdays from 7:00 a.m. to 9:00 a.m.

W Dayton Street

A single lane closure is allowed on W Dayton Street only between the hours of 9:00 a.m. and 3:30 p.m. Two-way traffic on W Dayton Street shall be maintained with flaggers during the single lane closure.

Conklin Place

Conklin Place currently has one-way, eastbound traffic. During construction, the Contractor shall sign Conklin Place as two-way traffic. However, when active construction is not taking place on N Bassett Street between Conklin Place and Johnson Street, a path shall be kept open on N Bassett Street for Conklin Place traffic in order to minimize the amount of time that Conklin Place has two-way traffic. This path shall be open each night and during the sanitary sewer construction on Conklin Place. Closure at N. Bassett St. shall be limited to a total of 3 weeks for the duration of the project.

Traffic on W. Johnson St., W. Gorham St. and W. Dayton St. shall be maintained on a paved surface at all times.

Access shall be maintained at all times to any parking areas with 5 or more parking stalls.

No work is to take place during the primary student move-in and move-out dates which are August 11 to August 20. Contractor shall move off-site during this timeframe as described in the Remobilization for Moving Operations bid item.

Weekend work that will impact W. Johnson Street or W. Gorham Street is to be coordinated with City Traffic Engineering prior to performing the work. Traffic Engineering will need to schedule traffic signal timing changes in order to reduce traffic back-ups over the weekend. Refer to the notes on the plans for some of the potential weekend work restrictions. Notify Tom Mohr, Traffic Engineering, 267-8725, tmohr@cityofmadison.com.

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

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

Contact Sean Malloy, Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987, with any questions concerning these traffic control specifications.

Conklin-University Alley

There are parking stalls and dumpsters located along the alley.. The dumpsters are heavily used by the adjacent restaurants and must be emptied regularly. The Contractor shall phase the work such that there

is access to a portion of the parking stalls as well as access for collection of the refuse. The Contractor shall inform affected properties of the appropriate access route. When work impacts access along Conklin Pl., the Contractor shall ensure that there is access on both ends of Conklin Pl (Frances St. and at Bassett St.). Phasing of work and/or use of high early strength concrete shall be considered incidental to the items of work.

Henry-Broom Alley

The Henry-Broom Alley serves several properties for deliveries and refuse collection. The dumpsters within this alley are collected on Mondays, Wednesdays and Fridays. The contractor shall phase the work as necessary to ensure that the dumpsters can be collected on all Mondays and Fridays, at a minimum. Access to the parking lot for Red Rock Saloon shall be maintained at all times. Phasing of work and/or use of high early strength concrete shall be considered incidental to the items of work.

All work within the W. Johnson St. and N. Broom St. terraces shall take place only between the hours of 9:00 a.m. and 3:00 p.m. on weekdays. The contractor may close the parking/bike lane on North Broom Street between 9:00 a.m. and 3:00 p.m. The contractor may close the bike lane and leftmost travel lane on West Johnson Street between the hours of 9:00 a.m. and 3:00 p.m. The lane of West Johnson Street may be closed with barrels and an arrow sign (W1-6R) on a type III barricade. An electronic, flashing arrow board is not required. A "Bikes May Use Full Lane" sign is required any time the bike lane is affected on either North Broom Street or West Johnson Street.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering of traffic and parking signs, including overhead signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

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

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

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

SECTION 108.2 PERMITS

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

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

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

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

BID ITEM 10911.1 – MOBILIZATION (N. BASSETT ST.)
BID ITEM 10911.2 – MOBILIZATION (CONKLIN ALLEY)
BID ITEM 10911.3 – MOBILIZATION (HENRY ALLEY)

This item shall be completed and will be paid per the standard specifications for each project location included with this contract.

Work under this contract will require multiple mobilizations for various aspects of the work, including the concrete sidewalk, curb and paving work, in order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the projects. All necessary mobilizations for each project location shall be considered incidental to this bid item.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **JULY 10, 2017**. All work under this contract shall be completed by **OCTOBER 27, 2017**. Work on the Henry-Broom Alley may begin no earlier than July 17, 2017.

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

This project includes interim completion dates for portions of the work under this contract. Liquidated damages shall apply to these interim completion dates as described under section 109.9. All work on the Conklin-University Alley and on the Henry-Broom Alley shall be completed by **August 18, 2017**. Once work begins on the Conklin-University Alley, the work shall be completed within **21 Calendar Days**. Once work begins on the Henry-Broom Alley, all work shall be completed with **14 Calendar Days**.

The total contract time provides a total of 20 work days for MG&E, Charter, and AT&T to complete their work on the project. 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.

Each intersection within the project limits has a limited closure timeframe. Refer to the Maintenance of Traffic specifications for the duration of the closure for each intersection.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,000 per calendar day.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the interim completion dates and/or timeframes for each alley shall be \$700 per calendar day. If the work on either alley extends beyond the completion date and the specified timeframe, the liquidated damages shall remain \$700. If the work on both alleys extends beyond the specified date and/or timeframe, the liquidated damages shall be summed.

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to reopen the travel lanes on W. Johnson St. and on W. Gorham St. & University Ave. by the times specified on the traffic control plans shall be \$350 per 30 minutes for each street that any lanes remain closed beyond the

specified timeframes. If lanes remain closed on both streets and/or if any other liquidated damages apply, these liquidated damages shall be summed.

BID ITEM 20221 – TOPSOIL

Topsoil shall be installed per the standard specifications except as follows. In locations where topsoil and sod or erosion mat are specified, a minimum of 6 Inches of Topsoil shall be placed.

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT
BID ITEM 20321 – REMOVE CONCRETE SIDEWALK & DRIVE

Removal of existing concrete median along University Ave. shall be measured and paid as remove concrete pavement. This will be measured from the face of median to the next joint behind the face of median. Beyond that first joint, removal shall be measured and paid as remove concrete sidewalk.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 20801 – SODDING

DESCRIPTION

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

MATERIALS

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

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

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

SECTION 210.6

EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

In the event an erosion control practice is determined by the Engineer or their designee to require maintenance, or if the terms of the erosion control permit are not being met, the Engineer shall order the Contractor, in writing, to maintain the erosion control practice/device or comply with the terms of the permit. The contractor shall have forty eight (48) hours to complete that work and provide documentation that it has been completed to the Engineer.

Failure to complete the work within the forty eight (48) hours shall result in any or all of the following actions by the Engineer:

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty four (24) hour period that passes after the initial forty eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

Notwithstanding the foregoing, the failure to comply with an order under this Section may constitute a default under Section 109.10.

The Engineer's decision under this Section may be reviewed under Section 105.2.

BID ITEM 40401 – 8 INCH CONCRETE PAVEMENT
BID ITEM 40402 – 9 INCH CONCRETE PAVEMENT
BID ITEM 40403 – 10 INCH CONCRETE PAVEMENT

DESCRIPTION

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

Article 301 Concrete and Concrete Structures

301.1 General

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

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

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

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

Course Aggregates

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

Replace 501.2.5.4.1 of the WisDOT standard specifications with the following:

501.2.5.4.1 General

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

Replace the first paragraph of 501.2.5.4.2 with the following:

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

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

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

Replace the first paragraph of 501.2.5.4.3 with the following:

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

301.2 Concrete Tests

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

Remove Section 715.3.2 and all sub sections of 715.3.2.

Remove Section 715.4

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

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

Replace 415.3.10 of the WisDOT standard specifications with the following:

415.3.10 Surface Testing and Correction

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

BID ITEM 30342 – TREE GRATE 4'X8' (INCLUDING FRAME)

The Contractor shall coordinate with City Forestry to excavate out the tree grate areas so that City Forestry can plant new trees and backfill the new plantings. The excavation for the tree planting shall be completed as indicated on Standard Detail 2.02, which shall be the entire area of the tree grate and to a depth of approximately 3 ft. The final depth will depend on the size of the root ball of the new tree planting, so the Contractor shall verify the depth with City Forestry. The Contractor shall salvage any topsoil backfill that was placed in the tree grate area prior to planting so that it can be re-used to backfill the new tree planting. Coordination with Forestry and excavating the tree grate areas is included with the tree grate bid item.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

SANITARY SEWER GENERAL

The sanitary sewer designer for the project is Mark Moder. Mark's contact information is (608)261-9250 mmoder@cityofmadison.com.

This project consists of the installation of 45' of 21" diameter ASTM F679 PS115 pipe, 510' of 18" diameter ASTM F679 PS115, 179' of 15" diameter AWWA C900 DR 18, 23' of 10" diameter AWWA C900 DR 18, 15' of 10" ASTM D3034 SDR-35, 7' of 8" ASTM D3034 SDR-35, 214' of sanitary lateral SDR-35, and 27' of Pressure lateral(AWWA C900 DR 18). Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications. The project also includes replacing 145' of 6" cast iron pipe in the Conklin Alley with an 8" inside diameter pipe. The method of sewer replacement can either be open cut sewer replacement or pipe bursting.

Three Point Repairs on the west side of Bassett Street between West Johnson Street and West Dayton Street will be paid for with 10" diameter sewer main(Bid Item 50302) and compression couplings(Bid Item 50357).

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed except for the 8' X 3.5' storm box crossing on the west side of Bassett Street (STA 10+75 LT 12') and the 6' X 3' box crossing in the Bassett Street/ Dayton Street intersection (STA 10+50 LT 3.5').

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 AND STRUCTURES GENERAL

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

Storm sewer pipe work shall include installing approximately 702 feet of new storm sewer of various sizes ranging from 8" to 30" equivalent diameter.

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

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

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

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

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

Utility Trench Patch Type III is intended to be used to re-open lanes of traffic on Dayton St., Johnson St. and University Ave. following the utility work until the permanent pavement can be installed. Trench patches shall consist of matching the existing pavement base material and thickness and 5.25" of asphalt pavement. Additional base material shall be installed as necessary to place the appropriate thickness of asphalt.

BID ITEM 50353 – SANITARY SEWER LATERAL

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

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

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

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

BID ITEM 50355 – RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35, Ductile Iron or AWWA C900 DR 18). Beyond 5 feet shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL or Bid Item 90070 SANITARY SEWER LATERAL (PRESSURE)).

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

Short body ductile iron mechanical fittings are acceptable fittings for AWWA C900 main installation. AWWA C900 (plastic) fittings will not be accepted.

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

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

BID ITEM 50703 – 6' DIAMETER SANITARY SAS

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install a 6' diameter sewer access structures as called for on the plans set in accordance with Article 507 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

Contractor shall provide a precast concrete Sanitary Sewer Access Structure (6-Foot Diameter) meeting the requirements of Standard Detail Drawing 5.7.2, 5.7.15, and Article 507.3 of the City of Madison Standard Specifications for Public Works Construction – Latest Edition.

METHOD OF MEASUREMENT

6' DIAMETER SAS shall be measured by the each structure installation acceptably completed.

BASIS OF PAYMENT

6' DIAMETER SAS shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

ARTICLE 510 – SEWER PIPE BURST REHABILITATION OF SANITARY SEWER

ARTICLE 510.1 INTENT

This specification shall cover replacement of existing sanitary sewer through the use of a pipe bursting system approved by the Engineer. Where called for on the plan set, existing 6-inch VCP shall be replaced with a 8-inch inside diameter High Density Polyethylene (HDPE) or fusible C-900 pipe. Pipe bursting methodology; be it dynamic pneumatic, hydraulic, or static will be at the discretion of the Contractor but subject to approval by the Engineer. Any methodology submitted for approval by the Contractor shall meet all specifications and requirements detailed in this document, including requirements based on restricted access.

When complete, the new pipe will extend from one manhole to the next manhole in a continuous, watertight length.

ARTICLE 510.2 REFERENCE DOCUMENTS

This specification references standards from the American Society for Testing Materials (ASTM) for pipe bursting related to sanitary sewer installations. The following is a list of applicable standards for pipe bursting in sanitary sewer applications: ASTM D 1238-99, ASTM D 1505-98, ASTM D 790-00, ASTM D 638-99, ASTM D 1693-00, ASTM D 3350-99, ASTM D 618-99, ASTM D 2837-98a, and ASTM D 57.

ARTICLE 510.3 CONTRACTOR PRE-QUALIFICATIONS

The Contractor shall be verified by the pipe bursting system manufacturer as a fully trained user of the proposed pipe bursting system. The pipe bursting system shall be operated by personnel trained by a qualified representative of the pipe bursting system manufacturer. The Construction Engineer may require the Contractor to provide certificates of training for any employee directly involved in the supervision or operation of the pipe bursting system. Polyethylene pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with new pipe installation shall receive training in the proper methods for handling and installing the polyethylene pipe. Such training shall be conducted by a qualified representative of the fusion equipment manufacturer.

The Contractor shall be a licensed Contractor by the City of Madison for sewer and water construction.

ARTICLE 510.4 QUALITY ASSURANCE

The Contractor is solely responsible for quality assurance during the length of the project. The Contractor is responsible for any costs associated with corrective measures required to replace or repair items not meeting the quality standards specified by the Construction Engineer.

Any HDPE piping materials may be rejected for failure to meet any of the requirements of the specification. Pipe and fittings shall be homogeneous throughout and free of serious abrasion, cracks, kinking, flattening, holes blisters and any other visual defects.

ARTICLE 510.5 SUBMITTALS

The Contractor shall submit the items listed below for review and approval by the City of Madison in accordance with the Contract Documents. The Construction Engineer shall grant approval of the submittals prior to ordering pipe materials and/or commencing the pipe replacement process. The Engineer will complete the review as quickly as possible, but may require up to ten (10) working days from the date the submittals are received until they are returned to the Contractor.

- 1) Shop Drawings, Catalog Numbers, and Manufacturer technical data showing complete information regarding material composition, physical properties, and dimensions of new pipe and fittings. Manufacturer recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
- 2) Verifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the proposed pipe bursting equipment by an authorized representative of the equipment manufacturer.
- 3) Verifications from the pipe manufacturer of training in the proper method of handling and installing the new pipe. Verifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.
- 4) Detailed construction procedures, and layout plans to include sequence of construction. Locations, sizes, and construction methods for the service reconnection pits.
- 5) Method of construction, reconnection, and restoration of existing service laterals.
- 6) Methods of modification, if required, for existing sewer access structures.
- 7) Detailed procedures for the installation and bedding of pipe in launching and receiving pits.
- 8) Sewer bypass plans, including detailed methods and a list of equipment to be utilized.
- 9) Contingency plans for the following undesired conditions:
 - a) Unforeseen obstructions causing burst stoppage, such as unanticipated changes in host pipe material, repair sections, concrete encasements or cradles, buried or abandoned manholes, or changes in direction not depicted on maps provided by the City
 - b) Substantial surface heave occurring due to depth of the existing pipe vs. the amount of upsizing
 - c) Damage to existing service connections or replacement pipe
 - d) Damage to other existing utilities
 - e) Loss and return of line and grade
 - f) Soil heave or settlement.

ARTICLE 510.6 DELIVERY, STORAGE, AND HANDLING

The Contractor shall transport, handle, and store pipe and fittings as recommended by the manufacturer to prevent damage. If new pipe and fittings become damaged before or during installation it shall be repaired or replaced, as recommended by the manufacturer or required by the Engineer at no additional cost to the City. No materials shall be dumped, dropped, pushed, or rolled into any trench. Pipe shall be less than 2 years old at the time of installation.

ARTICLE 510.7 ACCEPTABLE BURSTING EQUIPMENT

Any one of the following equipment will be considered acceptable installation equipment alternate.

HDD/Impactor Pipe Bursting

HDD/Impactor Pipe Bursting creates an impact load in the pipe by applying a "hoop" stress into the pipe, causing it to burst in tension. The Dynamic Bursting system consists of a 24,000, 33,000, or 50,000 class Horizontal Directional Drill and a pneumatic (Air Impactor) or mechanical (Rotary Impactor) bursting tool.

Both the Air and the Mechanical Impactor rely on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously, the new replacement pipe is installed in the void created by the bursting tool. The horizontal directional drill is used to drill from the surface down to, and through, the sections of pipe to be replaced then back up to the surface where the appropriate bursting tool is attached to the drill rod. The horizontal directional drill then pulls the bursting tool into the old pipe providing a constant tension pulling force and maintaining correct line and grade while the tool bursts the pipe. This technique is aimed at the replacement of gravity pipes as well as pressure pipes and is suitable for diameters of 6-inches to 12-inches.

Pneumatic Pipe Bursting

Pneumatic Pipe Bursting is done by creating an impact load in the pipe by applying a "hoop" stress into the pipe causing it to burst in tension. This technique uses a pneumatic bursting head with a properly sized expander, and relies on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously the new replacement pipe is installed into the space created by the pneumatic bursting head and expander. A winch cable is attached to the nose of the bursting head to maintain correct line and grade by providing constant pulling tension and enhancing the percussive force. Winching forces up to 20 tons are typical for this method. This technique is primarily aimed at the replacement of gravity pipes as well as pressure pipes, and has been used in diameters ranging from 4-inches to 54-inches or larger.

Hydraulic Pipe Bursting

Rather than the pipe being burst from the transfer of a pulling or hammering radial force into the plane of the pipe diameter, the bursting head diameter expands, fragmenting the pipe from the inside.

The bursting head is equipped with "petals" that open and close under hydraulic pressure. Using hydraulic cylinders, the bursting head first expands to crack the host pipe, then contracts to allow the winch to pull the pipe string forward, while tension is applied to the nose of the head using a winch cable to maintain directional stability. Hydraulic bursting is primarily used for on-line replacement of sewers and gravity pipelines 6-inches to 20-inches in diameter or larger.

Static Pipe Bursting

In Static Pipe Bursting, a pulling force is applied to a tapered or blunt nosed bursting head through steel rods, chain or cable and new pipe is simply pulled behind the burst head through the old pipe. In this process the old pipe fails in tension created by the radial force applied to the pipe wall by the bursting head. As the bursting head advances, the old pipe is fragmented and compressed into the adjacent soil and the new pipe is simultaneously installed in the void. The static pipe bursting winch equipment is modeled after high-powered hydraulic jacks, mounted horizontally, or a high-tension drum type of winch. Pulling forces of up to 225 tons are typical for this method. In general, this method is used in pipes 4-inches to 40-inches in diameter, or larger.

ARTICLE 511

MATERIAL SPECIFICATIONS

ARTICLE 511.1 PIPE SPECIFICATIONS

10"-inch IPS polyethylene plastic pipe shall be high-density polyethylene pipe and meet the applicable requirements of ASTM F 714 Polyethylene (PE) Plastic Pipe (DR-11) Based on Outside Diameter or AWWA C 906, ASTM D 1248 and ASTM D 3350. All other pipe materials used on the project shall be in conformance with Article 503 of the City of Madison Standard Specifications for Public Works Construction- Latest Addition.

Fusible 8" DIPS AWWA C900 DIPS DR25 with mechanical wye joint to standard PVC fitting is considered an acceptable pipe material for this pipe bursting work.

The size of the proposed pipe burst shall be at the size proposed on the plan set and shall be of its original or greater flow capacity.

The Contractor shall install pipe made of virgin materials. No reworked pipe except that obtained from the manufacturers own production of the same formulation shall be used.

The new pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults

ARTICLE 511.2 MATERIAL TESTING

The Contractor shall notify the Construction Engineer at the completion of each burst segment. The Construction Engineer may, if they choose, conduct an inspection of the new pipe to determine the condition of the pipe subsequent to the burst.

Any defects that, in the opinion of the Construction Engineer, affect the structural integrity of the pipe shall be repaired or replaced by the Contractor at no additional cost to the City of Madison.

ARTICLE 512 METHOD OF CONSTRUCTION

Pipe bursting shall replace the existing 6-inch vitrified clay pipe in the terrace of E. Main Street¹ with minimum 8-inch inside diameter pipe (10" HDPE IPS, DR11 or fusible 8" DIPS C900 pipe DR 25), as specified in Article 511.1.

The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. See manufacturer's specifications for tool sizes recommended for various pipe diameters as well as parameters associated with tool sizes for allowable upsize percentages.

The pipe bursting tool shall be pulled through the sewer by a cable or rods located at the machine pit. The bursting unit shall pull the polyethylene (PE) pipe with it as it moves forward from the insertion pit. The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the new pipe insertion. The pipe bursting unit shall be remotely controlled. Sectional replacement pipe shall be pushed as well as pulled behind the bursting head.

The bursting action of the tool shall increase the external dimensions sufficiently to break the existing pipe and simultaneously expand the surrounding ground sufficiently to permit pulling the new pipe through the annular space.

Videos and TV reports of the sanitary sewer that is planned to pipe burst with this project have been included in Attachment A as well as online at the following website. This information has been made available to you for bidding purposes. If you have problems, DVDs or CDs will also be available upon request. In order to access the videos online, enter the following on your Microsoft Internet Explorer address bar:

<ftp://ftp.cityofmadison.com>

click Page
select Open FTP site in Windows Explorer

Enter the following at the prompt:
Username: cityftp
Password: 2upload!

If you are not prompted, go to the File menu and select Login As and use the following use the following Username/ password combination:

Username: cityftp
Password: 2upload!

After you have accessed the City ftp site, the directory of interest for this project is called CONKLIN ALLEY PIPE BURSTING. Copy the video files and pdf files onto your hard drive, and the videos are yours to watch for bidding.

If you have problems, the videos and pdfs will be available on DVDs or CDs upon request

ARTICLE 512.1 LAUNCHING PIT

All pits shall be prepared and shored in an approved manner. For all static rod and cable pull machines, the machine shall be properly braced to resist the horizontal force necessary for the bursting operation. This may require the use of a thrust block with proper structural capabilities. If sewer access structures are used in lieu of pits, they shall be appropriately protected.

ARTICLE 512.2 EXISTING UTILITIES

The City shall provide the Contractor with all available documents relating to the location of utilities adjacent to the pipe to be replaced. Prior to commencing work, the Contractor shall verify the location of all adjacent utilities. The minimum clearance from other utilities shall be two feet. The Construction Engineer may, at their discretion, reduce the minimum clearance.

Unless otherwise noted in the contract documents, settlement or heaving of the ground surface during or after construction will not be allowed. The Contractor is solely responsible for the costs for repairing any surface heaving unless specified otherwise in the contract documents. However, at the discretion of the Construction Engineer, if soil conditions are not favorable and pipe up-sizing is required, a minimal amount of ground heaving may be allowed.

ARTICLE 512.4 PIPE JOINING

The HDPE pipe shall be assembled and joined at the site using the butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures shall be used in strict compliance with the manufacturer recommendations.

Fusion shall be pre-formed by technicians certified by a manufacturer of pipe fusion equipment.

The butt-fused joint shall be true alignment and shall have uniform rollback beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe. All joints shall be subject to acceptance by the Construction Engineer prior to insertion.

The Contractor shall cut out and replace defective joints at no additional cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness (ASTM 585), shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Construction Engineer shall be discarded and not used.

Terminal sections of pipe that are joined within the insertion pit shall be connected with a mechanical coupling (e.g. a full-circle stainless repair clamp), electro-fusion couplings (e.g. Central Plastics or equivalent), or a non-shear restraint coupling. All connections shall be in conformance with the manufacturer's installation procedures.

ARTICLE 512.5 BYPASSING OF FLOWS

During execution of the work the Contractor shall be responsible for the continuity of sanitary sewer service to each facility connected to the affected sections of sewer main during and shall also bypass the main sewer flow around the pipe to be replaced, or into adjacent sanitary sewers, if available. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without sewage backup to private property. The Contractor shall be solely responsible for clean-up, repair, property damage costs, and claims resulting from failure of the diversion system.

The Contractor shall submit a detailed bypass pumping plan to the City Engineer for approval. At the sole discretion of the Construction Engineer, the Contractor may plug the main line sewer at an existing upstream sewer access structure or reduce flows by any other method specified in the contract documents and approved by the Construction Engineer.

The Contractor shall submit specifications for all pumping equipment to the City for approval. A list of all backup pumping equipment to be held in reserve on the job site will also be submitted. The pumps and bypass lines shall be adequate capacity and size to handle all flows.

Bypass Wastewater pumping required during pipe bursting installation shall be considered incidental to the sewer replacement.

ARTICLE 512.6 LUBRICATION

Lubrication shall be used if, in the opinion of the Contractor, such lubrication is necessary to ensure the successful completion of the job. The Contractor shall use a lubricant approved by the Construction Engineer. Generally lubricants are used in pipe bursting when the new pipe is equal to or greater than two (2) times the diameter of the existing pipe, the burst length exceeds 300 feet, the diameter of new pipe exceeds 12-inches, or the hose pipe is under ground water. All lubrication required for installation of the pipe shall be considered incidental to pipe bursting.

ARTICLE 512.7 SERVICE RECONNECTION

All sanitary laterals shall be reinstated by open pit excavation. There are no anticipated lateral reinstatements within the proposed pipe burst.

The Contractor shall reconnect all service connections, after a suitable relaxation period, as approved by the Construction Engineer. Prior to any reconnection of service lines, the installed pipe shall be allowed to cool and relax for the recommended amount of time, as specified by the manufacturer. Service connections shall be reconnected to the pipe using connectors approved by the pipe manufacturer and in conformance with the specified installation procedures. Service connections shall be wrap around saddle (FERNCO), cast iron with gasket, tee connection (Inserta-T), or electro fusion (Central Plastics, Phillips, Driscopipe, or Plexco), or an approved equivalent.

Connections to the existing service pipe shall utilize flexible couplings. All flexible couplings shall conform to ASTM C 425. Joint deflection limits and lateral connections shall meet the maximums indicated in ASTM C 12 and C 425.

The slope of the existing laterals toward the newly installed sewer main shall be maintained at the existing percent of grade. For reconstructed laterals, a minimum slope of two percent (2%) or a slope specified by the Engineer is required. The pipe diameter of the proposed lateral shall be a minimum of 4 inches in diameter, and under no circumstances shall the new lateral be smaller than the existing lateral.

Connection of the new service lateral to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed, and shall be an Inserta TEE or equivalent, and installed using procedures and equipment referenced in written installation instructions provided by the manufacturer.

Connection Types Available for All Mainlines		
TYPES	GASKETTED BELL SDR 35	GASKETTED BELLIPS/SCH 40
PVC Hub	ASTM D3034 SDR 35	ASTM D3034 SDR 26
Rubber Boot	ASTM C443	ASTM C443
Band	301 SS	301 SS
Screw	305 SS	305 SS
Housing	301 SS	301 SS
Gasket	ASTM F477	ASTM F477

ARTICLE 512.9 RESTORATION

SANITARY ACCESS STRUCTURE (SAS) RESTORATION

The Contractor shall restore all manholes and associated surface areas to their original condition or as required by the Construction Engineer and specified in the description of work.

Prior to restoring sanitary access structures, the installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to sealing the annulus or backfilling the insertion pit. A sufficient excess length of new pipe, but not less than two (2) to four (4) inches, shall be allowed to protrude into the manhole to provide for occurrence. Restraint of pipe ends shall be achieved by means of Central Plastics Electro Fusion coupling, or approved equal. The electro fusion couplings shall be slipped over the pipe ends, against the sewer access structure wall and fused into place. Installation of electro fusion couplings shall be done in accordance with the manufacturer's recommendations.

Following the relaxation period, the newly installed pipe shall be restrained and sealed at the sewer access structure in accordance with the manufacturer's recommendations and with a material approved by the Construction Engineer.

Restoration of the bottom of the SAS shall be completed as follows:

- a. For restorations up to three (3) inches, grout shall be used. The grout design mix shall meet or exceed 500 psi (3,447 kPa) compressive strength at 28 days. The Contractor may, with the approval of the Construction Engineer, incorporate grout additives to improve flow properties, provided that the minimum compressive strength requirements are met.
- b. For SAS restorations greater than three (3) inches, concrete shall be used and the contractor shall be compensated with both a Sanitary Sewer Tap (Bid item 50791) and a Reconstruct Bench and Flowline (Bid Item 50103).

EXCAVATION PIT/ UTILITY POTHOLING RESTORATION

The Contractor shall restore all launching/ excavation pits/ utility verification potholing pits and associated surface areas to their original condition or as required by the Construction Engineer and specified in the description of work. Disturbed areas on private property shall be restored according to property owner specifications, within reason.

Prior to backfilling lateral and launching pits, the Contractor shall ensure that the new pipe is properly supported and on the required grade. Select fill, or other suitable material approved by the Construction Engineer, shall be used immediately under the new pipe to provide support and avoid sagging after backfill and compaction. Backfill shall comply with Article 502.1(e) of the Standard Specifications.

The surface repair of Pit Restoration, such as concrete work, pavement work, topsoil, seeding and mulching shall be paid for under the appropriate bid item included in the street reconstruction contract.

ARTICLE 513 FIELD TESTING

After the existing sewer is completely replaced, the Contractor shall perform an internal inspection with a television camera and DVD. The finished video shall be continuous over the length of the sewer between two manholes, or as specified by the Construction Engineer.

The newly installed pipe shall be visibly free of defects, which may affect the integrity or strength of the pipe. If in the opinion of the construction Engineer, such defects exist, the pipe shall be repaired or replaced at the expense of the Contractor.

Any pipe section with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness shall not be used and must be removed from the site.

All testing shall be considered incidental to pipe bursting.

CCTV INSPECTIONS

The Contractor shall perform post installation internal television inspections upon completion of the project. The video of each sewer line reach shall include description and printed stationing of service lateral locations. Personnel trained to locate and identify breaks, obstacles, and service connections by closed circuit color television shall perform all such inspections. The Contractor shall repair all defects at no additional cost to the City.

Post construction DVDs will be submitted to City Engineering for review prior to final payment. Should any portion of the inspection videos be of inadequate quality or coverage, as determined by the Construction Engineer, the Contractor will re-inspect the unacceptable portion at no additional expense to the City. All original DVDs will become, and remain, the property of City Engineering. The Contractor may retain a second copy.

CCTV inspections shall be considered incidental to pipe bursting.

AIR TEST

The pipe shall be tested with low pressure air in accordance with ASTM C828. Tests shall be made in the presence of the Contractor and the Engineer. If the pipe fails the air test, the Contractor shall locate the source(s) of the leak and repair the defect(s). The pipe shall then be retested until a satisfactory result is obtained. Despite any previous testing, any leaks developed before the end of the 1-year guarantee period shall be expeditiously repaired by the Contractor at no expense to the City.

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

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

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

The City will maintain the signal for the N Bassett St/W Johnson St intersection, including installing temporary signal heads and overhead cable as necessary. The contractor shall protect the City's traffic signal equipment at this intersection from damage by construction activities.

City Traffic Engineering will need ten (10) working days to reinstall permanent traffic signals and street lights, after the contractor fully completes all electrical conduits and structures, and after all concrete bases cure for a minimum of seven (7) days. Contact Troy Vant at the City of Madison Traffic Engineering Shop (608-395-1975) to coordinate installation of new signals and street lights. The roadway can be fully opened only after the City of Madison confirms that the new traffic signals are fully operational. The contractor shall install and maintain temporary street lighting and wood poles required for temporary traffic signal equipment to keep lighting and signals operating during construction as described in bid item 90090.

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

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following materials which are to be furnished by the City shall be picked up by the Contractor at the Traffic Engineering Shop, 1120 Sayle Street, unless otherwise specified. Contact Dennis Rowe at 266-9034 at least 24 hours in advance for pick-up. All costs of the work included in this Section shall be at the expense of the Contractor unless otherwise provided. The Contractor shall provide equipment and labor to load materials onto Contractor's vehicle or trailer.

ITEMS

- 3/4"X19" ANCHOR BOLTS: 7 SETS OF 4 FOR TYPE G BASES
- 3/4"X24" ANCHOR BOLTS: 9 SETS OF 4 FOR LB-1 BASES
- 1"X40" ANCHOR BOLTS: 5 SETS OF 4 FOR LB-3 BASES
- 1-1/4"X48" ANCHOR BOLTS: 1 SET OF 4 FOR LB-8 BASES

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is:

- Pete Holmgren
608.261.5530
pholmgren@madisonwater.org

This project consists of water main improvements on two blocks of North Bassett Street, from the West Dayton Street intersection to the West Gorham Street intersection. The southernmost block will primarily replace existing 4-inch cast iron (1946) water main with 10-inch cast iron. The northernmost block will primarily replace existing 4-inch (1927) and 12-inch (1939) cast-iron water main with 10-inch cast iron. Due to proposed utility layouts, it is expected that segments of the existing water main will be need to be excavated and removed once they are abandoned. A general outline of the work is as follows:

- Cut off segments of existing water main, as shown on the plans, for removal and replacement.

- Install new water main as shown on the plans. Remove conflicting abandoned existing water main as required.
- Reconnect and/or replace existing services as shown on the plans.
- Abandon valve boxes and valve structures on the existing water main and on any abandoned services.
- Cut off remaining segments of existing water main as required.

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

SECTION 703 CONSTRUCTION METHODS

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

BID ITEM 70004 – FURNISH AND INSTALL 10-INCH PIPE & FITTINGS

8-inch and 12-inch pipe and fittings, as shown on the plans, shall be measured and paid as 10-inch pipe and fittings. Additional required fittings not shown on the plans shall be paid per their actual sizes, per standard specifications.

BID ITEM 70053 – REPLACE 1-INCH SERVICE LATERAL

Replace existing copper services as shown with new 1-inch copper tubing per standard specifications. Services shall be replaced from the new water main to as close to the existing property frontages as possible. On the east side of North Bassett Street, install the new curb stops and new curb boxes in the reconstructed terrace areas where possible.

Due to a potential tree conflict, connect the replacement service to the property at 312 North Bassett Street to the 6-inch HDPE water main on Conklin Place.

Due to a potential proposed storm sewer inlet conflict, install the replacement service to the property at 308 North Bassett Street with a minimum 4-foot horizontal clearance.

BID ITEM 90001 – INTEGRAL CONCRETE CURB

DESCRIPTION

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – ALLEY CONCRETE PAVEMENT REPAIR

DESCRIPTION

This bid item includes all work necessary to remove damaged sections of existing concrete pavement within the alley, prepare the base, and install 7 inches of new concrete pavement, or to match the existing thickness, whichever is greater.

The Contractor shall saw cut and remove existing concrete pavement sections as shown on the plans or as directed by the Engineer. Saw cutting and removals shall be completed per Part II of the Standard Specifications.

Once removed, the contractor shall grade, re-compact, and prepare the existing base as necessary. If there is no existing base material, the Contractor shall place and compact a minimum of 6" of gradation 2 crushed aggregate as a base for the new concrete pavement. Base shall be prepared to the required depth to match the pavement thickness or for 7" of new concrete, whichever is greater.

Install epoxy coated tie bars, spaced 3 ft. O.C. to tie the new pavement sections to the adjacent concrete pavement. Place the new concrete per Part III of the Standard Specifications, except as herein provided. Where applicable, align control joints with existing joints and/or cracks in the existing pavement that is to remain.

METHOD OF MEASUREMENT

Alley Concrete Pavement Repair shall be measured by the square yard acceptably installed.

BASIS OF PAYMENT

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

BID ITEM 90003 – 7" COLORED CONCRETE

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

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

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

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

MATERIALS

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

The Color shall either be BASF Stone Harbor (MC2501) or an approved equal.

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

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

CONSTRUCTION

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

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

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90004 – CONCRETE MEDIAN

DESCRIPTION

This bid item includes all work necessary to install the concrete median on the south side of University Ave. Concrete Median shall be built to dimensions as noted in the plan set and installed in accordance with Part III of the Standard Specifications. In locations with pedestrian ramps, the face of the median shall be adjusted as necessary to maintain ADA compliant crossing. Where feasible, align control joints within the median with the joints on the adjacent pavement or sidewalk.

The concrete median shall be tied to the existing pavement with epoxy coated tie bars.

METHOD OF MEASUREMENT

Concrete Median shall be measured by the Square Foot from the edge of pavement on University Ave. to the next nearest joint, which may be the bike lane, with exposed median face, or an adjacent sidewalk joint.

BASIS OF PAYMENT

Concrete Median shall provided in accordance with the Special Provisions provided herein will be paid for at the contract unit price, which price shall be payment in full for furnishing and installing all bond breakers, contraction joints and tie bars as required in the standard detail drawings specified within, for furnishing, placing, finishing and curing the concrete; and for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90005 – TERRACE SUPPORT SYSTEM

DESCRIPTION

This Bid Item shall include all work, materials, equipment and incidentals necessary to construction the Terrace Support System as shown on the plans, details, and as described in these Special Provisions. The Contractor shall provide and install the Deeprout Silva Cells, or approved equal, according to the manufacturer's requirements and per these Special Provisions. The objective of installing these cells is to support the concrete terrace, sidewalk and tree grates while keeping backfill material within the cells uncompacted to provide a better growing environment for trees, which will be planted by others, but coordinated with this bid item.

MATERIALS

The Contractor shall provide and install the Deeprout Silva Cells (frames and deck), or approved equal, per the manufacturer's requirements. This will include the use of a manufacturer approved geogrid around the perimeter of the cell system and around any areas where the cells are gapped due to utility structures. The geogrids shall be considered incidental to this bid item. The base of the support system shall be constructed of Gradation No. 3 crushed aggregate, and shall also be considered incidental to this bid item. The Contractor shall also install a nonwoven, geotextile fabric, type SAS that meets the City Standard Specifications, on top of the deck of the support system to prevent any crushed aggregate material from entering the area enclosed by the cells; the geotextile fabric shall also be considered incidental to this item. All other materials used in the construction of this system (tree grates, soil mixture backfill, 1" clear stone, concrete sidewalk, etc.) shall be paid under the appropriate bid items as indicated on the plans and details.

CONSTRUCTION

The Contractor shall excavate the terrace area down to the subgrade of the support system. The excavation of this area shall be included in this bid item, and is not included within the plan quantity. A minimum of 4" of gradation 3 crushed aggregate shall be installed as the base for the support system and shall be compacted per the City Standard Specifications. The top of the base layer shall be installed such that the top of the system is at the appropriate elevation and grade for the final surface placement. Installation of the base of the Terrace Support System is included with this item. If requested a minimum of 1 week in advance, the Engineer can assist in providing grades for the top of the base layer.

Two (2) layers of the Deeprout Silva Cells, or approved equal, shall then be constructed on top the base layer. The Contractor shall construct the frames around any utility crossings. The proposed layout of the cells is shown in the detail drawings. Around the perimeter of the cells, a geogrid shall be installed to prevent compacted material under the roadway or under the sidewalk from entering the cell area. The Contractor shall install the cells as close to any utility structures as possible, but the cells shall be gapped

around the structures as necessary with a geogrid installed around the perimeter of the cells around the gap. 1" Clear Stone (Bid Item 90007) shall be installed within any larger gaps in the cell system.

The cells shall also be gapped around the tree planting areas (tree pit) as shown on the details to allow for a tree to be planted. A geogrid shall not be installed around the tree pits.

Prior to installing the top deck of the cell frames, the Contractor shall install the Topsoil Mixture Backfill for Tree Planting Sites, which shall be paid under Bid Item 90006. The backfill material shall fill the entire area of the cells as well as the tree pits and shall remain uncompacted within the Concrete Terrace Support System.

Once all backfill material is in place, the top of the frames shall be set so that a minimum of 2" of aggregate will exist between the top of the frames and bottom of the 5" concrete sidewalk. Once the frames are constructed, the deck can be placed on the top layer of the frames, and the geotextile fabric can be placed on top of the deck and wrapped per the detail drawings to prevent loss of the crushed aggregate at the tree pits. Installation of the geotextile is included with this bid item.

METHOD OF MEASUREMENT

Terrace Support System shall be measured by the cubic feet of space occupied by the framework of the cells that are installed and accepted.

BASIS OF PAYMENT

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

BID ITEM 90006 – TOPSOIL MIXTURE BACKFILL

DESCRIPTION

This work shall consist of the furnishing and installing topsoil backfill as shown on the plans and details, and as herein provided. Topsoil backfill is to be used as the primary backfill material within the terrace support system.

MATERIALS

All tree planting sites, as described above, shall be backfilled with improved soil mixture of 2:1:1 of topsoil, sand, and peat moss, respectively, by volume per the State of Wisconsin Standard Specifications 632.2.3.4.

CONSTRUCTION

Place topsoil backfill material in no more than 8" lifts, and lightly compact the material only so that it remains in place. The topsoil backfill shall fill the void within the terrace support system up to the top deck of the cells.

METHOD OF MEASUREMENT

Topsoil backfill will be measured by the Cubic Yard, lightly compacted and accepted in place.

BASIS OF PAYMENT

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

BID ITEM 90007 – 1" CLEAR STONE

DESCRIPTION

The work under this item shall consist of furnishing and installing 1" Clear Stone within larger voids around utilities, access structures, etc. that are within the excavated area for the terrace support system. The cells for the terrace support system shall be installed as close as possible to existing utilities or around existing utilities. In locations where the cells cannot be placed immediately adjacent to each other, the larger voids are to be backfilled with 1" clear stone. These areas are to be filled entirely with 1" clear stone such that the concrete sidewalk will remain supported.

This item shall include all materials, equipment, labor, and incidentals necessary to complete the work. Work shall be completed in accordance with Section 310 Open Graded Base of the State of Wisconsin Standard Specifications.

MATERIALS

The Contractor shall use crushed aggregate at a gradation conforming to Section 310 of the State of Wisconsin Standard Specifications for 1" clear.

METHOD OF MEASUREMENT

1" Clear Stone Installed shall be measured by the ton acceptable completed.

BASIS OF PAYMENT

1" Clear Stone Installed shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all materials, equipment, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90008 – TEMPORARY PAVEMENT (UNDISTRIBUTED)

DESCRIPTION

This work shall include all work, materials, labor and incidentals necessary to construct a 3" minimum thick HMA pavement suitable for use as a temporary pedestrian or motor vehicle access surface as directed by the Engineer for maintenance of traffic.

Preparation for the temporary pavement is included with this item including excavation or fill as needed. The pavement shall be installed on existing base course material or, in areas where the grade is too low, the Contractor shall install Gradation 2 crushed aggregate base course as needed, which shall be considered incidental to this item. The Contractor shall be responsible for maintaining the temporary pavement and all components with no additional compensation.

All materials, preparation and placement shall be in accordance with Part IV of the Standard Specifications. The Contractor shall place the temporary pavement such that it is even with the adjacent paved surfaces and will be suitable for use for a driving surface or for pedestrian use.

Excavation of the temporary pavement prior to placement of permanent infrastructure shall be considered incidental to the Excavation Cut item.

METHOD OF MEASUREMENT

Temporary Pavement shall be measured by the square yard acceptably installed.

BASIS OF PAYMENT

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

BID ITEM 90009 – TEMPORARY SIDEWALK (UNDISTRIBUTED)

DESCRIPTION

This special provision describes installation and maintenance of temporary sidewalk material to be used to provide and maintain pedestrian access through the site and to all businesses and residences where applicable.

MATERIALS

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

CONSTRUCTION

Install, maintain, and remove temporary sidewalk material as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary sidewalk shall have a minimum clear width of 5 feet and shall be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the temporary sidewalk when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance maintaining that temporary access may require removing and relaying the material in the same location.

If necessary for construction activities, temporary sidewalk may involve construction of wood bridging to maintain access over open trenches or curing concrete. Any wood bridging shall be constructed with protective railing where required and be ramped at either end such that the wood bridging is not a trip hazard.

MEASUREMENT

Temporary sidewalk shall be measured by the square foot acceptably installed, maintained and removed.

PAYMENT

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

BID ITEM 90010 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. If required due to the location of the temporary cross walk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

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

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

PAYMENT

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

BID ITEM 90011 – FENCE SAFETY

DESCRIPTION

This special provision describes constructing a temporary fence between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. Fence shall only be installed in areas where pedestrians will be immediately adjacent to the work zone or in areas that become problematic with pedestrians crossing the street at areas not designated as cross walks. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the blind.

MATERIALS

Provide notched conventional metal "T" or "U" shaped fence posts.
Provide fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1 inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at a maximum of 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

In areas where concrete sidewalk is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement or sidewalk. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.

METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90012 – CONCRETE PAVEMENT JOINT SEALING

GENERAL

Concrete Pavement Joint Sealing shall consist of cleaning the joint in preparation for sealing and sealing all contraction and expansion joints in the concrete pavement with a hot applied joint sealing material. Joint sealing shall also be applied to alley concrete pavement, as well as to minor cracks within the existing alley concrete pavement that will remain.

MATERIALS

All joints shall be sealed with a hot applied joint sealant conforming to the Specification for Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements, ASTM Designation D6690, type II. A Certification of Compliance shall be furnished to the engineer prior to application.

CONSTRUCTION

All contraction and expansion joints in concrete pavement, all sawed longitudinal joints and the joint between pavement and curb edge shall be sealed with a hot poured sealer. Minor cracks within existing pavement that is to remain on the alley shall also be sealed.

The operation of sealing shall be performed as soon as practical upon elapse of the curing period and in any event prior to the time traffic of any kind uses the pavement.

Joints shall not be sealed until they have been inspected and approved by the engineer.

Application of the joint sealer shall be made when the joint surfaces are clean and dry.

Immediately before sealing the joint thoroughly clean the joints of all laitance, curing compound and other foreign material. Exposed joint faces shall be cleaned by sandblasting, or by water blasting with sufficient pressure to thoroughly and completely clean the joint. A multiple-pass technique shall be used until the surfaces are free of material that might prevent bonding. For final cleaning immediately prior to installation of the sealer, the joints shall be blown clean with oil-free compressed air. The joint faces must be surface dry when sealant is applied.

The sealing compound shall be heated to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. The heating kettle shall be equipped with a mechanical agitator, positive temperature control and an approved dial thermometer for checking temperatures of the compound. The heating kettle, if and when operated on concrete, shall be properly insulated against the radiation of heat to the concrete surface.

The sealing compound shall not be heated above the maximum safe heating temperature. The maximum safe heating temperature shall be determined from tests made on samples from each lot or shipment of the material delivered to the project. When so approved by the engineer, the manufacturer's recommended maximum safe heating temperature may be used in lieu of test determinations where relatively small quantities of sealer are used. Any material heated above the maximum safe heating temperature shall be discarded.

Pouring of joints shall be made when the sealing material is at the required temperature and, insofar as practicable, the sealing compound shall be maintained at a uniform temperature during pouring operations. Pouring shall not be permitted when the temperature of the sealing compound in the applicator, as it is applied to the joint, is more than 10 degrees Fahrenheit below the recommended pouring temperature. Pouring of the molten sealer in the joint opening shall be done with such equipment that the sealer completely fills the joint opening without overflowing on the adjoining surface and when finished, after shrinkage, the sealer is approximately flush with the adjoining surfaces. In the event satisfactory sealing of a joint is not accomplished in a single pouring, the sealing compound shall be placed in two pourings.

At least one-half of the required amount shall be placed in the first pouring, and the second pouring shall follow the first as soon as practicable after the first pouring has attained maximum shrinkage but not later than one hour after the first pouring.

After final pouring, Contractor shall remove all excess material or spillage from the pavement surface.

METHOD OF MEASUREMENT

Concrete Pavement Joint Sealing will be measured in linear feet along the joint in place, complete and accepted.

BASIS OF PAYMENT

Concrete Pavement Joint Sealing, measured as provided above, will be paid at the contract unit price per linear foot. Payment is full compensation for cleaning the joint, for furnishing and applying the joint sealant, and for all labor, tools, equipment and incidentals required to complete the work.

BID ITEM 90013 – REMOBILIZATION FOR MOVING OPERATIONS

DESCRIPTION

This bid item shall be completed in accordance with Section 109.14 of the Standard Specifications and per the following.

This bid item shall include all work, hauling, equipment and incidentals required to remove all equipment and materials from the project site by 5:00 pm on Thursday, August 10 in order for the adjacent residences to perform extensive moving out and moving in operations.

Prior to removing all equipment, the Contractor shall restore the site to a condition that is suitable for moving operations, as determined by the Engineer. The site will need to be suitable for driving and parking vehicles, including trailers, and foot traffic, so the site must be graded evenly. For these purposes, a gravel surface will be suitable.

It is expected that the majoring of the moving will be completed within 10 days. Starting on Monday, August 21, the Contractor may then return to the site with the equipment and materials necessary to complete the remaining work under this contract. This bid item includes all work necessary to leave the site by the date and time indicated and to return to the site.

METHOD OF MEASUREMENT

Remobilization for Moving Operations will be measured as a Lump Sum acceptably completed as set forth in the description.

BASIS OF PAYMENT

Remobilization for Moving Operations, measured as provided above, will be paid at the contract unit price which shall be full compensation for all labor, hauling, equipment and incidentals necessary to restore the site to a suitable condition, remove all equipment and materials from the site prior to the event and then return to the site to complete the remaining work under the contract.

BID ITEM 90014 - UNDISTRIBUTED SHEET MEMBRANE WATERPROOFING

DESCRIPTION

This special provision describes preparing the surface, furnishing and installing a primer, waterproofing membrane, and hot rubberized sealer or mastic, or both, on the vault roof to be overlaid with a minimum of one-inch granular material and concrete.

This item is to be only as necessary when performing work adjacent to vaults and shall only be used if the work cannot be performed without damaging any existing waterproofing for the vault.

MATERIALS

Provide a material in the waterproofing system that is specifically designed for use with vault roofs. The membrane shall consist of a cold-applied, self-adhering membrane incorporating a heat resistant woven or non-woven fabric or fiberglass reinforcing laminated in between layers of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the down side and may have a thin spun bonded open weave polyester fabric on the up side. Provide a composite sheet membrane with the following properties:

Property	Test Method	Specific Value
Width		36 inch min.
Tensile Strength	ASTM D 412	50 lb/in or 700 psi min.
Thickness		60 mils to 80 mils
Puncture Resistance	ASTM E 154	40 lb. min.
Permeance	ASTM E 96, Method B	0.05 US Perms max.
Low Temperature Pliability	ASTM D 146, 1-inch Mandrel @ -25° F	No cracks or splits at 180° bend

Water Absorption	ASTM D 570, 72 hr.	0.25% max.
Peel Adhesion	ASTM D 903	5 lb/in width min.
Crack Cycling @ -15° F, 100 cycles	ASTM C 836	No cracks or splits
Compound Softening Point	ASTM D 36	210° F ± 20° F
Viscosity of Membrane Rubberized Asphalt, @ 329° F	ASTM D 4402	3500 centipoise

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material.

Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

MATERIALS CERTIFICATION

Prior to membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the engineer a notarized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications. The certification shall include or have attached specific results of tests performed on the material supplied. The engineer may at his option require samples of any material for testing. Prior approval membranes will be provisionally accepted by manufacturer's certification on their company letterhead, but may be subject to control and/or approval by subsequent testing.

CONSTRUCTION

Application Methods

Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the vault roof temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the engineer. To establish procedures for maintaining optimum working conditions and to coordinate work related to adjacent construction, a pre-installation conference with a manufacturer's representative shall be held prior to starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with membrane installation procedures shall be present during placement of the membrane.

After sidewalk removal operations, remove by sweeping, compressed air blasting, or by other satisfactory means any foreign material remaining on the vault roof. The roof shall be clean, dry and free from mud, dirt, sand, oil or grease and any other contaminants prior to application of the primer. No vehicles or equipment will be permitted on the roof after surface preparation except those necessary for the installation of the waterproofing membrane. The engineer will inspect the roof prior to the application of the primer. Do not begin application of either the primer or membrane until after the engineer grants approval.

To coat all surfaces of the roof and walls that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free (approximately forty-five minutes) before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the roof becomes contaminated, clean and reprime the area.

Apply primer on the walls and expansion joints to the limits of the adjacent concrete pours. Take care to ensure that all corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the roof starting on the low side edge.

To form a bond with the primed roof, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane by hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the roof cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the roof profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete. The entire membrane shall be free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the roof. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure water tightness. Apply membrane flashing to expansion joints and cut, fit and seal the membrane flashing with mastic or by heat sealing.

Cover the corners of walls and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic in accordance with manufacturer guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

The applicator foreman or leadworker shall be certified by the manufacturer of the waterproofing membrane as approved applicators, and shall be present during all applications.

OVERLAYING THE MEMBRANE WITH CONCRETE

Construct the concrete according to scheduling requirements elsewhere in the contract. Cover all exposed membrane with the specified granular material and concrete mix within five (5) days after installation. Chemical solvents, gasoline, diesel fuel, mineral spirits, etc. shall not be spilled or leaked onto the membrane. Prior to covering the membrane with granular material and concrete, clean and dry the membrane of mud, dirt, oil, grease, or any other contaminants, and dry the membrane. Patch contaminated areas as required by the engineer.

METHOD OF MEASUREMENT

Sheet Membrane Waterproofing, installed in accordance with the contract and accepted will be measured, in area by the square yard.

BASIS OF PAYMENT

Sheet membrane waterproofing, measured as provided above, shall be paid at the contract unit price. Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer; preparing the surface; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90015 – EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL (UNDISTRIBUTED)

A DESCRIPTION

A.1 General

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

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

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

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

Petroleum contaminated soils were encountered with the boring on the Conklin-University Alley from a depth of approximately 3.5 ft. to 5 ft. The boring was taken approximately 100 ft. south of University Ave. in the vicinity of the existing sanitary sewer manhole. A single boring on this alley may not be representative of the soil conditions on the entire alley; the Contractor shall proceed with the excavation and utility work with caution.

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

A.3 Coordination

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

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

The role of the Environmental Consultant will be limited to:

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C CONSTRUCTION

Add the following to standard spec 205.3:

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

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

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

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

D MEASUREMENT AND PAYMENT

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

BID ITEM 90016 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN

DESCRIPTION

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

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

MATERIALS

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

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

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

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

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

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

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

CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE REQUIREMENTS

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

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

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

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.

- With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 – RECONSTRUCT SAS TO INLET

DESCRIPTION

Work under this item shall include removing the roof and any adjustment from an existing SEWER ACCESS STRUCTURE, lowering the walls up to 12 inches, constructing a new roof, to accommodate standard R-3067-7004-VB City of Madison H Inlet castings (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

METHOD OF MEASUREMENT

RECONSTRUCT SAS TO INLET shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

RECONSTRUCT SAS TO INLET shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90031 – 15" RCP PRECAST BEND

DESCRIPTION

Where shown on the drawings, the Contractor shall provide a 15" RCP pipe bend. This bend should be a precast concrete bend.

Where precast sections are combined to form a precast bend, adequate reinforcing from each section shall be exposed and tied together. A reinforced concrete collar shall then be provided around the entire perimeter of this joint. Collar shall be sized to provide a minimum of 2-inch coverage over all reinforcing and strength equivalent to the rest of the pipe section. The interior of the joint shall be finished smooth to match the interior of adjoining surfaces.

METHOD OF MEASUREMENT

Individual or multiple precast bend sections that are assembled to provide the total angle required will be measured for payment as a single precast bend.

BASIS OF PAYMENT

15" RCP PRECAST BEND shall be paid for according to the unit price bid. Price bid shall include all materials, labor and equipment necessary for a complete installation as specified in the description.

BID ITEM 90032 – 8 INCH STORM SEWER PIPE (PVC C900)

DESCRIPTION

Work under this item shall include furnishing and installing 8-inch diameter storm sewer pipe, which material shall be of a type in accordance with specification AWWA C900 PVC Pressure Pipe. Installation shall be in accordance with Part V of the Standard Specifications for Public Works Construction.

MEETHOD OF MEASUREMENT

8-INCH STORM SEWER PIPE shall be measured by the linear foot of acceptably installed storm sewer pipe.

BASIS OF PAYMENT

8-INCH STORM SEWER PIPE shall be paid for at the contract price, which shall be full compensation for all work, material, labor, and incidentals required to complete the work as set forth in the description and as required by the Standard Specifications for Public Works Construction.

BID ITEM 90070 – SANITARY SEWER PRESSURE LATERAL

DESCRIPTION

Work under this item shall include the installation of pressure sanitary lateral in the location where the proposed sanitary sewer main is pressure sewer main. The ductile iron fittings which are utilized with the AWWA C900 Class 150 DR 18 pipe do not properly connect to ASTM D3034 SDR-35 pipe type. The proposed pressure sanitary lateral shall be installed in conformance to the Article 503.3 of City of Madison Standard Specifications for Public Works Construction 2016 edition.

METHOD OF MEASUREMENT

Sanitary Sewer Lateral (Pressure) will be measured by the linear foot, acceptably installed in place, in accordance with Article 503.4 of the Standard Specifications.

BASIS OF PAYMENT

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

BID ITEM 90071 – FLUID THERMAL BACKFILL

DESCRIPTION

Work under this bid item will include placing Fluid Thermal Backfill around ATC's 138KV lines located on West Gorham St. in order to install the proposed sanitary sewer main improvements. This bid item is intended to be utilized by each of the City utilities proposing crossings of the ATC's existing 138KV line.

B. Materials

The slurry will conform to the following one (1) cubic yard mix:

30 lb	Type I Portland Cement
240 lb	Class C Fly Ash
1870 lb	Medium Aggregate (3/8" pea gravel)
1570 lb	Concrete Sand – 4100 (ASTM C-33)

Use appropriate methods to eliminate the occurrence of air voids around duct banks. If vibration is used, do so in a manner such that the vibration does not affect the integrity of conduit, pipe or cable system and that there is no segregation of the materials.

Prior to installing the Fluid Thermal Backfill, ensure that the conduits/pipes are suitably anchored so that they do not float.

Remove any shoring or sheeting from the trench no later than one hour after the Fluid Thermal Backfill has been placed so that the material is still in a semi-fluid state.

If freezing temperatures are expected to occur during the placement or curing of the Fluid Thermal Backfill implement any necessary precautions to prevent the material from freezing.

METHOD OF MEASUREMENT

FLUID THERMAL BACKFILL PIPE shall be measured by Each unit constructed and accepted in the field. The amount of Fluid Thermal Backfill is estimated to be one cubic yard per crossing. Any additional Fluid Thermal Backfill used will be considered incidental to the contract unit bid price. No extra compensation will be granted for alternate mix design/backfill installation method called for by ATC.

BASIS OF PAYMENT

FLUID THERMAL BACKFILL shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: excavation; disposing of excess material; furnishing and placing backfill; and for furnishing all the labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90072 – CONKLIN ALLEY SANITARY SEWER REPLACEMENT

DESCRIPTION

Work under this item shall include using open cut sewer replacement or pipe bursting methods to replace 145 feet of sanitary sewer main located between EX.SAS#4850-044 and EX.SAS#4850-045. The existing 6-inch diameter cast iron sanitary sewer main shall be replaced with a minimum of an 8" inside diameter pipe 8" ASTM D3034 SDR 35 if open cut sewer replacement pursued or with pipe bursting (10-inch diameter IPS HDPE DR11 or 8" DIPS Fusible C900 DR 25) with pipe bursting. All equipment, tools, labor, materials, and procedures shall conform to the requirements set forth in Article 500 for open cut sewer replacement or Article 510 and 511 of these specifications for Pipe bursting. Mobilization, replacement, and modification of the sewer access structure inverts, sewage bypassing, field testing, CCTV inspection(pipe bursting only), select fill, utility exposing, and utility tunneling shall all be considered incidental to the pipe replacement. The reinstatement and reconnection of all wye connections to the new sewer main shall be paid for separately under Bid Item 50354: RECONNECT. There are no laterals anticipated with the proposed Conklin Alley sewer replacement. Any excavation and below surface restoration required for launching and receiving pits shall be incidental to pipe bursting.

Fusible 8" Diameter DIPS Fusible C900 DR25 with mechanical wye joint to standard PVC fittings is considered an acceptable alternate for pipe bursting work. If the contractor would like to use fusible C900 pipe for the proposed pipe burst, the material specifications shall be submitted and will be subject to approval by City Engineering.

LAUNCHING AND RECEIVING PITS(PIPE BURSTING METHOD ONLY)

Work shall include providing a pit excavation to facilitate an area for pipe bursting equipment and an entry area for the new HDPE pipe to enter the host pipe.

Native material excavated on site shall be used for backfill unless it is too wet, under a roadway, or otherwise unsuitable, in which imported select fill shall be used. Imported select fill shall be paid for separately by the trench foot under Bid Item 50212 - Select Backfill for Sanitary Sewer.

Any repair of curb and gutters, sidewalk and any other surface feature disturbed by a launching pit outside of the scope of the road project shall be considered incidental to pipe bursting.

CIPP Lining will not be considered an acceptable alternate for this sewer upgrade.

METHOD OF MEASUREMENT

CONKLIN ALLEY SANITARY SEWER REPLACEMENT shall be measured by the linear foot, measured along the longitudinal axis from center of structure to center of structure.

BASIS OF PAYMENT

CONKLIN ALLEY SANITARY SEWER REPLACEMENT shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: mobilization, traffic control, erosion control, brushing, installation, testing, and SAS connections.

BID ITEM 90073 – STORM BOX CROSSING (TUNNELING)

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to install the proposed sanitary sewer main across the 8' X 3.5' storm box(STA 10+75 LT 12') and the 6' X 3' box crossing in the Bassett Street/ Dayton Street intersection (STA 10+50 LT 3.5'). Insulation shall be provided as it is shown around the sanitary lateral pipe across the entire width of the box section being crossed if space is available. Insulation shall be considered incidental to the Storm Box Crossing(Tunneling)

Slurry backfill (Bid Item 90074) shall be used to fill the void below the storm box.

METHOD OF MEASUREMENT

Storm Box Crossing(Tunneling) shall be measured by the each completed crossing

BASIS OF PAYMENT

Storm Box Crossing(Tunneling) Crossing shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90074 – SLURRY BACKFILL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to install digable slurry backfill where proposed sanitary sewer main crosses the 8' X 3.5' storm box(STA 10+75 LT 12') and the 6' X 3' box crossing in the Bassett Street/ Dayton Street intersection (STA 10+50 LT 3.5'). Slurry backfill shall be installed from the bottom of trench to the bottom the storm box. Select backfill (See Bid Item 50212) shall be used to backfill from the top of the slurry to the finished grade on both sides of the storm box. Slurry backfill shall be allowed to completely dry before select backfill is placed.

SLURRY SPECIFICATION

The contractor shall fill between pipes in accord with the description above and using the following slurry mix:

2700 lbs. -	sand
25 lbs -	Portland cement
300 lbs -	C-ash
50 gal. -	water

This is a design mix for one (1) cubic yard, for flowable design requirements.

Also included with this bid item will be applying injection grout/ bentonite to exposed storm box joints if any are exposed during construction of the sewer/ tunneling.

Also included with this bid item will be the 2" thick 4'x8' of Styrofoam below the storm box and above the proposed sewer. Insulation shall be installed in accordance with City of Madison Standard Detail Drawing 7.05..

METHOD OF MEASUREMENT

Slurry Backfill shall be measured by the trench foot for the width of the storm box being crossed.

BASIS OF PAYMENT

Slurry Backfill shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 90075 – WASTEWATER CONTROL- HEAVY FLOW

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced) in the amount of 1000 gpm. All work and payment shall be done in conformance of Part V of the City of Madison Standard Specifications for Public Works Construction- Latest Addition.

BID ITEM 90090 – INSTALL AND MAINTAIN AND SUPPORT STRUCTURES FOR STREET LIGHTS TEMPORARY TRAFFIC SIGNALS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, and removing wood poles, guy wires, luminaries, arms and aerial cable required to maintain 100% of the existing lighting system and wood poles required for Temporary Traffic Signals. The Temporary traffic signals will be installed and maintained by the City of Madison. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor. Work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

The contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational as follows:

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area.

Furnish and install Type 4 wood poles, 35' long. Luminaries shall be 250 watt HPS or equivalent lumen output, full cutoff.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Also maintain existing lighting circuits which power lighting poles outside of the construction limits. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles and maintaining continuous lighting.

The Contractor shall keep streetlights in operation throughout the construction project until new lights are installed and operational.

Furnish and install additional wood poles and guy wires as required for temporary traffic signals to be installed and maintained by City of Madison.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

METHOD OF MEASUREMENT

Install and Maintain Support Structures for Street Lights and Temporary Traffic Signals will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures for Street Lights and Temporary Traffic Signals will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, aerial cable, luminaries, arms, guy wires, maintaining lighting units, maintaining lighting circuits, replacement of burned out lamps, replacement of knockdowns, and for furnishing and installing splice connectors.

BID ITEM 90091 – CONCRETE BASE TYPE 13

DESCRIPTION

This special provision describes installing Concrete Base Type 13 in accordance with the WisDOT standard specifications.

CONSTRUCTION METHODS

Concrete Base Type 13 shall be constructed in accordance with the WisDOT standard specifications for Concrete Base Type 13, the plan details, and as hereinafter provided.

The contractor shall confirm location and anchor bolt pattern with City of Madison Traffic Engineering electrical inspector before constructing the base. Product certifications are required for all steel products used in this base.

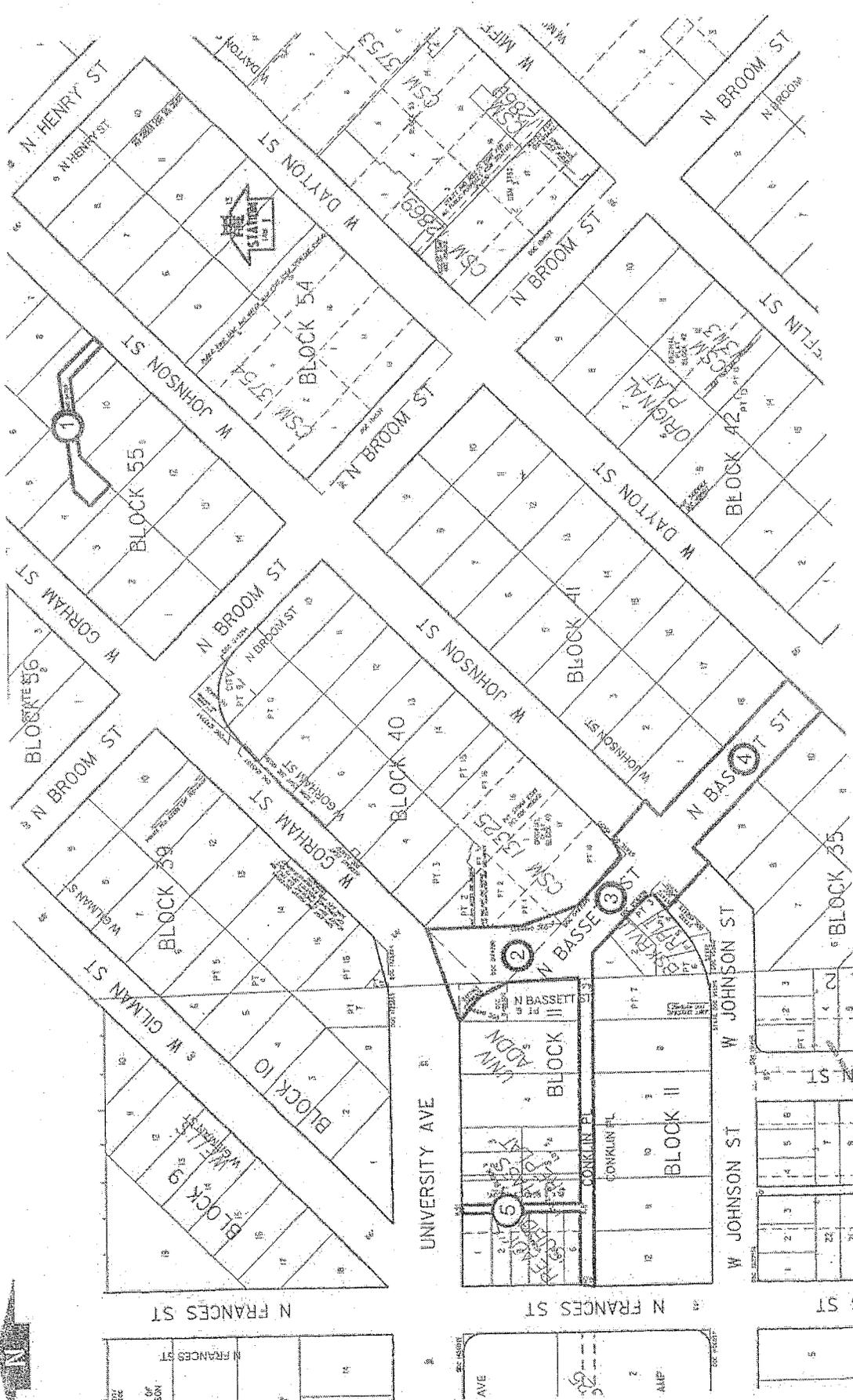
METHOD OF MEASUREMENT

Concrete Base Type 13 will be measured as a unit complete in place.

BASIS OF PAYMENT

Concrete Base Type 13 will be paid for at the contract unit price each, which price shall be payment in full for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod,

anchor bolts, anchor bolt templates, cad welding, copper grounding wire; bar steel reinforcement, and concrete masonry; for providing openings through existing pavement where required; for excavation, including hand-digging as required, backfill, and disposal of surplus materials; and for all labor, tools, equipment, and incidentals necessary to complete this item of work.



Legend

① Denotes Boring Location (approximate)

Notes

1. Soil borings performed by Badger State Drilling in September 2016

SOIL BORING LOCATION PLAN
 North Bassett Street, Henry and Conklin Alleys
 Madison, Wisconsin



DWN: - APPD: MNS Date: 10/16 C16051-13



LOG OF TEST BORING

Project N Bassett St, Henry & Conklin Alleys
 Henry Alley: 130'NW of Johnson, 275'SW of State
 Location Madison, Wisconsin

Boring No. 1
 Surface Elevation (ft) _____
 Job No. 16051-13
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE DEPTH (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	4.5 in. CONCRETE PAVEMENT/8 in. BASE COURSE				
1	12	M	10		0	FILL: Loose to Medium Dense, Light Brown Sand, Trace Silt and Gravel to 3 ft				
2	6	M	33		3	Dense, Brown Silty Sand with Gravel to 5.5 ft				
3	15	M	13		5	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)				
4	18	M	20		10					
5	18	M	27		15					
					15	End of Boring at 15 ft				
					20	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	
While Drilling <input checked="" type="checkbox"/> <u>NW</u>	Upon Completion of Drilling _____
Time After Drilling _____	_____
Depth to Water _____	_____
Depth to Cave in _____	_____

GENERAL NOTES	
Start <u>9/23/16</u>	End <u>9/23/16</u>
Driller <u>BSD Chief</u>	MC Rig <u>CME-55</u>
Logger <u>NB/FD</u>	Editor <u>ESF</u>
Drill Method <u>2.25" HSA; Autohammer</u>	

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

LOG OF TEST BORING



Project N Bassett St, Henry & Conklin Alleys
Bassett: 65'N of Conklin, 18'W of CL
 Location Madison, Wisconsin

Boring No. 2
 Surface Elevation (ft) _____
 Job No. 16051-13
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					3 in. ASPHALT/9 in. BASE COURSE					
1	11	M	13		FILL: Medium Dense, Brown Crushed Aggregate					
2	10	M	6		Stiff, Black Organic CLAY (OL)	(1.5)				
					Stiff, Brown to Gray Lean CLAY, Trace Sand (CL)	(1.25)				
3	18	W	12		Loose to Medium Dense, Brown Fine SAND, Little to Some Silt, Occasional Thin (<1/2 in.) Clay Seams (SP-SM/SM)					
4	12	M	5							
					Very Loose to Loose, Gray SILT, Trace Sand and Plant Fibers (ML)					
5	18	M/W	4							
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Surface Patched with Asphalt					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 9/20/16 End 9/20/16
 Driller BSD Chief MC Rig CME-55
 Logger NB/FD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project N Bassett St, Henry & Conklin Alleys
Bassett: 80'SW of Johnson, 10'NE of CL
 Location Madison, Wisconsin

Boring No. 3
 Surface Elevation (ft) _____
 Job No. 16051-13
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					10 in. CONCRETE PAVEMENT/6 in. BASE COURSE					
1	12	M	16		FILL: Medium Dense, Brown Fine to Medium Sand, Some Gravel, Trace to Little Silt					
2	12	M	13		Very Soft to Medium Stiff, Blue-Gray (Mottled) Lean CLAY, Trace Sand (CL)	(0.75)				
3	16	M	4		Little to Some Sand Near 7 ft	(0.25)				
4	16	M	22		Medium Dense, Gray Fine to Medium SAND, Trace Silt, Occasional Thin (<1/2 in.) Clay Seams/Lenses (SP)					
5	18	M	5		Soft, Gray Lean CLAY, Trace to Little Sand (CL)	(0.4)				
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 9/23/16 End 9/23/16
 Driller BSD Chief MC Rig CME-55
 Logger NB/FD Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project N Bassett St, Henry & Conklin Alleys
Bassett: 75' SE of Johnson, 18' NE of CL
 Location Madison, Wisconsin

Boring No. 4
 Surface Elevation (ft) _____
 Job No. 16051-13
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					6 in. ASPHALT PAVEMENT/8 in. BASE COURSE					
IAS	0	M	10		FILL: Medium Stiff to Stiff, Brown Lean Clay					
2	7	M	4			(1.0)				
3	10	M	4		Very Soft Gray Lean CLAY, Trace Sand and Plant Fibers (CL)	(0.25)				
4	18	M	4		Loose to Very Loose, Gray SILT, Trace Sand and Plant Fibers (ML)					
5	10	M	6		Loose, Brown Fine SAND, Trace to Little Silt (SP/SP-SM)					
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 9/23/16 End 9/23/16
 Driller BSD Chief MC Rig CME-55
 Logger FD/NB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

LOG OF TEST BORING



Project N Bassett St, Henry & Conldin Alleys
 Conldin Alley: 100'S of University
 Location Madison, Wisconsin

Boring No. 5
 Surface Elevation (ft) _____
 Job No. 16051-13
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (tsf)	w	LL	PL	LI
					X	2 in. ASPHALT PAVEMENT/8 in. BASE COURSE				
1	1	M	9			FILL: Loose to Very Loose, Brown Silty Sand with Gravel and Clay				
2	17	M	4							
3	16	M	5			Loose, Brown Fine to Medium SAND, Little to Some Silt, Trace Gravel (SP-SM/SM - Possible Fill)				
4	15	M	33			Dense, Brown Fine to Coarse SAND, Trace to Little Silt (SP/SP-SM)				
5	17	M	36			Grading to Fine to Medium Sand with Depth				
				15		End of Boring at 15 ft				
						Backfilled with Bentonite Chips and Surface Patched with Asphalt				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/20/16</u> End <u>9/20/16</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>NB/FD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
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Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

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

May 17, 2017

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 7847

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY
ASSESSMENT DISTRICT - 2017

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

SPECIAL PROVISIONS:

EDITS TO SECTION 107.7 MAINTENANCE OF TRAFFIC

REMOVE THE FOLLOWING PARAGRAPHS:

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

W Dayton Street

A single lane closure is allowed on W Dayton Street only between the hours of 9:00 a.m. and 3:30 p.m. Two-way traffic on W Dayton Street shall be maintained with flaggers during the single lane closure.

INSERT THE FOLLOWING PARAGRAPHS:

W Johnson Street

In addition to the lane closures noted on the provided traffic control plan, W Johnson Street may be taken down to two lanes for seven consecutive days—except from 3:00 p.m. to 6:00 p.m. on Concerts on the Square Wednesdays when three lanes need to be maintained. Plates are an acceptable means of re-opening lanes to traffic.

May 17, 2017

Page 2

W Gorham Street / University Ave

In addition to the lane closure restriction notes on the plan sheets, University Ave may be taken down to two lanes of traffic for seven consecutive days. Plates are an acceptable means of re-opening lanes to traffic.

W Dayton Street

The Dayton Street & Bassett Street intersection may be closed during off peak hours for seven consecutive days. Off-peak shall mean 9:00 a.m. to 3:30 p.m. for weekdays and any time on weekends. Steel plates are acceptable for re-opening the intersection to peak hour traffic, and two travel lanes shall be provided on Dayton St. during peak hours. The intersection may not be closed from August 10th through August 21st or any home UW football Saturday, or Sunday, September 10th (Ironman Triathlon). The Dayton St. intersection shall have a paved surface on September 10th, which may be final pavement or trench patches.

Beyond the seven consecutive days, a single lane closure is allowed on W Dayton Street only between the hours of 9:00 a.m. and 3:30 p.m. Two-way traffic on W Dayton Street shall be maintained with flaggers during the single lane closure.

PROPOSAL:

Several items have been revised, added or removed. A summary of the changes to the proposal are as follows:

Action	Bid Item	Description	Original Quantity	New Quantity
MODIFY	90005	TERRACE SUPPORT SYSTEM	1010 C.F.	2060 C.F.

PLAN SET:

REMOVE sheets TC1-TC15

INSERT sheets TC1-TC16 (REV 5-17-17).

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.



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

RFP:jmw

SECTION E: BIDDERS ACKNOWLEDGEMENT

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7847

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.

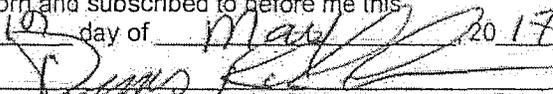
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda 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)
- 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.
- 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.
- 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).
- 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
President

 TITLE, IF ANY



Sworn and subscribed to before me this 10 day of May 2017.


(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1-10-20

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

DENNIS RICHARDSON
 Notary Public
 State of Wisconsin

Contract 7847 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

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

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

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

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND
HENRY-BROOM
ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT 7847

Small Business Enterprise Compliance Report
Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

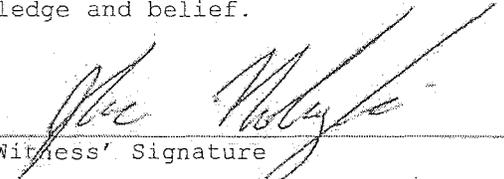
Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

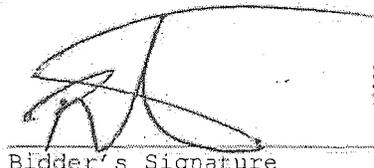
Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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



Witness' Signature



Bidder's Signature



5-19-2017

Date

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND
HENRY-BROOM
ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT 7847

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Bullet	Trucking	1%
Hard Rock	Sawcut	0.1%

Subtotal SBE who are not suppliers: 1.1%
_____ %

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: 1.1% %

NORTH BASSETT STREET, CONKLIN-UNIVERSTIY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT
DISTRICT - 2017

CONTRACT NO. 7847

DATE: 5/19/17

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.1 - TRAFFIC CONTROL (N. BASSETT ST.) - LUMP SUM	1.00	\$49,150.00	\$49,150.00
10701.2 - TRAFFIC CONTROL (CONKLIN ALLEY) - LUMP SUM	1.00	\$9,725.00	\$9,725.00
10701.3 - TRAFFIC CONTROL (HENRY ALLEY) - LUMP SUM	1.00	\$9,725.00	\$9,725.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	100.00	\$20.00	\$2,000.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$100.00	\$1,400.00
10911.1 - MOBILIZATION (N. BASSETT ST.) - LUMP SUM	1.00	\$127,000.00	\$127,000.00
10911.2 - MOBILIZATION (CONKLIN ALLEY) - LUMP SUM	1.00	\$9,000.00	\$9,000.00
10911.3 - MOBILIZATION (HENRY ALLEY) - LUMP SUM	1.00	\$7,250.00	\$7,250.00
20101.0 - EXCAVATION CUT C.Y.	1610.00	\$42.50	\$68,425.00
20130.0 - UNDERDRAIN - L.F.	950.00	\$21.00	\$19,950.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	800.00	\$3.50	\$2,800.00
20219.0 - BREAKER RUN - TON	520.00	\$6.90	\$3,588.00
20221.0 - TOPSOIL - S.Y.	495.00	\$11.00	\$5,445.00
20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	625.00	\$1.85	\$1,156.25
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	100.00	\$1.25	\$125.00
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	2000.00	\$13.60	\$27,200.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1700.00	\$4.40	\$7,480.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	10000.00	\$3.70	\$37,000.00
20327.0 - REMOVE TREE GRATE - EACH	5.00	\$385.00	\$1,925.00
20401.0 - CLEARING - I.D.	95.00	\$25.00	\$2,375.00
20402.0 - GRUBBING - I.D.	95.00	\$25.00	\$2,375.00
20801.0 - SODDING - S.Y.	460.00	\$8.90	\$4,094.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	35.00	\$2.00	\$70.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	1595.00	\$26.25	\$41,868.75
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	95.00	\$37.90	\$3,600.50
30206.0 - TYPE 'G' CONCRETE CURB & GUTTER - L.F.	70.00	\$37.90	\$2,653.00
30208.0 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	40.00	\$37.90	\$1,516.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	4450.00	\$7.80	\$34,710.00
30302.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	6900.00	\$8.00	\$55,200.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	172.00	\$30.30	\$5,211.60
30342.0 - TREE GRATE 4'X8' (INCLUDING FRAME) - EACH	8.00	\$4,640.00	\$37,120.00
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	750.00	\$23.75	\$17,812.50
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	1300.00	\$29.50	\$38,350.00
40202.0 - HMA PAVEMENT TYPE E-1 - TON	70.00	\$106.06	\$7,424.20
40203.0 - HMA PAVEMENT TYPE E-3 - TON	270.00	\$69.44	\$18,748.80
40301.0 - FULL WIDTH GRINDING - S.Y.	270.00	\$20.61	\$5,564.70
40311.0 - PULVERIZE AND SHAPE - S.Y.	290.00	\$18.50	\$5,365.00
40401.0 - 8 INCH CONCRETE PAVEMENT - S.Y.	275.00	\$100.00	\$27,500.00
40402.0 - 9 INCH CONCRETE PAVEMENT - S.Y.	780.00	\$102.02	\$79,575.60
40403.0 - 10 INCH CONCRETE PAVEMENT - S.Y.	750.00	\$111.11	\$83,332.50
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	140.00	\$1.25	\$175.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	2010.00	\$1.50	\$3,015.00
60810.0 - PAVEMENT MARKING EPOXY, DIAGONAL LINE, 8-INCH - L.F. - L.F.	50.00	\$2.00	\$100.00

NORTH BASSETT STREET, CONKLIN-UNIVERSTIY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT
DISTRICT - 2017

CONTRACT NO. 7847

DATE: 5/19/17

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
90074.0 - SLURRY BACKFILL - T.F.	17.00	\$380.00	\$6,460.00
90075.0 - HEAVY WASTEWATER CONTROL - LUMP SUM	1.00	\$29,000.00	\$29,000.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	50.00	\$190.00	\$9,500.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	680.00	\$154.00	\$104,720.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	2.00	\$1,340.00	\$2,680.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	1.00	\$1,700.00	\$1,700.00
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	3.00	\$2,230.00	\$6,690.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	9.00	\$6,350.00	\$57,150.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$4,120.00	\$24,720.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	4.00	\$2,840.00	\$11,360.00
70090.0 - ABANDON WATER VALVE BOX - EACH	5.00	\$165.00	\$825.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	40.00	\$26.50	\$1,060.00
70104.0 - ADJUST WATER VALVE BOX - EACH	3.00	\$350.00	\$1,050.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	4.00	\$1,990.00	\$7,960.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	900.00	\$6.40	\$5,760.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	1700.00	\$5.75	\$9,775.00
60236.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	70.00	\$6.00	\$420.00
60238.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	10.00	\$8.00	\$80.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	1.00	\$936.00	\$936.00
60409.0 - CONSTRUCT OFFSET BASE - EACH	1.00	\$1,550.00	\$1,550.00
60411.0 - CONSTRUCT TYPE "G" BASE - EACH	7.00	\$785.00	\$5,495.00
60413.0 - CONSTRUCT TYPE "P" BASE - EACH	1.00	\$1,350.00	\$1,350.00
60423.0 - REMOVE TRAFFIC SIGNAL BASE - EACH	4.00	\$710.00	\$2,840.00
60441.0 - AUGER CONCRETE ELECTRICAL BASE - EACH	1.00	\$350.00	\$350.00
60704.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	2.00	\$400.00	\$800.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	6.00	\$1,200.00	\$7,200.00
60708.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	5.00	\$1,975.00	\$9,875.00
90091.0 - CONCRETE BASE TYPE 13 - EACH	1.00	\$8,000.00	\$8,000.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	650.00	\$5.65	\$3,672.50
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	800.00	\$5.25	\$4,200.00
60401.0 - CONSTRUCT LB-1 BASE - EACH	9.00	\$836.00	\$7,524.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	8.00	\$940.00	\$7,520.00
90090.0 - INSTALL AND MAINTAIN SUPPORT STRUCTURES - LUMP SUM	1.00	\$45,635.00	\$45,635.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	13.00	\$1,450.00	\$18,850.00
20314.0 - REMOVE PIPE - L.F.	552.00	\$21.00	\$11,592.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	210.00	\$88.00	\$18,480.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	28.00	\$700.00	\$19,600.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	45.00	\$45.00	\$2,025.00
60261.0 - ELECTRICAL TRENCH - L.F.	1800.00	\$4.25	\$7,650.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	5.00	\$886.00	\$4,430.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	4.00	\$210.00	\$840.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	7.00	\$850.00	\$5,950.00
162 Items	Totals		\$2,213,459.62



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

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

Principal Engineers
Michael R. Dalley, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.
Operations Manager
Kathleen M. Cryan
GIS Manager
David A. Davis, R.L.S.
Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

R.G. Huston Co., Inc.

(a corporation of the State of Wisconsin)

(individually or collectively) (hereinafter referred to as the "Principal") and
Travelers Casualty and Surety Company of America

a corporation of the State of Conn (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 March 20, 2017 through February 1, 2018.

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

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

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

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

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

PRINCIPAL

R.G. HUSTON CO., INC.
COMPANY NAME AFFIX SEAL

March 20, 2017
DATE

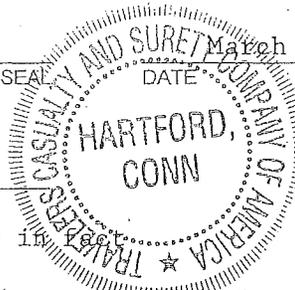


By: [Signature]
SIGNATURE AND TITLE *Sec/Treas.*

SURETY

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
COMPANY NAME AFFIX SEAL

March 20, 2017
DATE



By: [Signature]
SIGNATURE AND TITLE
Dennis M. Barton, Attorney in fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 283633 for the year 2017-2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

March 20, 2017
DATE

[Signature]
AGENT Dennis M. Barton

18550 W. Observatory Rd
ADDRESS

New Berlin, Wisconsin 53146

CITY, STATE AND ZIP CODE

414-491-5313
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 219817

Certificate No. 002293954

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

Elizabeth M. Fedyn, Joseph L. Vigna, Dennis M. Barton, Daniel G. Johnson, and Michael T. Burg

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of March, 2008.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 27th day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2017.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 21 day of JUNE in the year Two Thousand and Seventeen between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 20, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7847

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 TWO MILLION TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FIFTY-NINE AND 62/100 (\$2,213,459.62) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM
ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7847**

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

Countersigned:

R. G. HUSTON CO., INC.

[Signature] 6/12/17
Witness Date

[Signature] 6/12/17
Witness Date

[Signature] 6/12/17
Company Name President Date

[Signature] 6/12/17
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 27th day of June, 2017

[Signature]
Witness

[Signature] 27 June 2017
Mayor Date

[Signature]
Witness

[Signature] 6-22-2017
City Clerk Date



SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC., as principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FIFTY-NINE AND 62/100 (\$2,213,459.62)** 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:

**NORTH BASSETT STREET, CONKLIN-UNIVERSITY ALLEY, AND HENRY-BROOM ALLEY ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7847**

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 21st day of June, 2017

Countersigned:

[Signature]

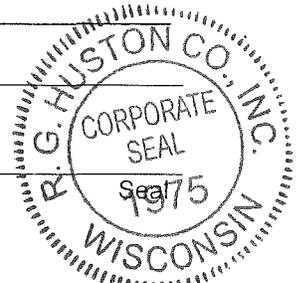
Witness

[Signature]

Secretary

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

[Signature]
President



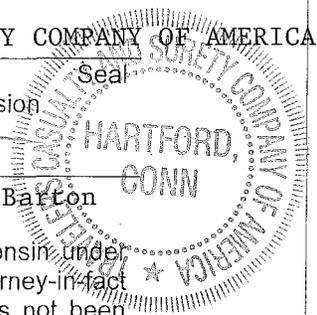
Approved as to form:

[Signature]
City Attorney

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety
 Salary Employee Commission Seal

By [Signature]
Attorney-in-Fact Dennis M. Barton



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 283633 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 21, 2017
Date

[Signature]
Agent Signature Dennis M. Barton



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007201627

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

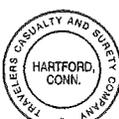
Anthony S. Von Rueden, Todd Looker, Robert E Flath, Dennis M Barton, Joseph L Vigna, and Elizabeth M Fedyn

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 24th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

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

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

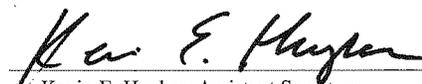
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of June, 2017.


Kevin E. Hughes, Assistant Secretary



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