Contract ROUTING: Routine	Routing Form	printed on: 06/29/2018
	con Co Inc Ing Division	
Project: N Blackhawk Ave, Bruce ( AD 2018	Ct & Heather Crest Re	esurf w Utilities
Contract No.: 8191 Enactment No.: RES-18-00456 Dollar Amount: 4,513,453.48	File No.: Enactment I	51857 Date: 06/25/2018
(Please DATE before routing)		
Signatures Required	Date Received	Date Signed
City Clerk	1 6-27.2018	1 6-29-2018
Director of Civil Rights	7.2.18	17.318FND
Risk Manager	7.9.18	7.9.18 mer
Finance Director	1 7 9.18	1 7/10/18 MCR
City Attorney 799	17 - 12 - 18	1.16-2018
Mayor	67.16.18	07.16.18

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

Original + 2 Copies

06/29/2018 10:45:16 enssd - Chris Dawson, 261-5537

Dis Rights: OK / N/A / Problem - Hold Prev Wage: AA / Agency / No Contract Value: <u>4513453.48</u> AA Plan: <u>App (0)Pd</u> Amendment / Addendum #\_\_\_\_\_ Type: POS / Dvlp / Sbdv / Gov't / Grant / PW / Goal / Loan / Agrmt



# City of Madison

# Legislation Details (With Text)

File #:	51857	Version:	1	Name:	Awarding Public Works Contract No. 8191, N. Blackhawk Avenue, Bruce Court, and Heather Crest Resurfacing with Utilities Assessment District - 2018
Туре:	Resolution			Status:	Passed
File created:	5/25/2018			In control:	BOARD OF PUBLIC WORKS
On agenda:	6/19/2018			Final action:	6/19/2018
Enactment date:	6/25/2018			Enactment #:	RES-18-00456
Title:	0			ct No. 8191, N. B sment District - 2	lackhawk Avenue, Bruce Court, and Heather Crest 2018. (2nd AD)
Sponsors:	BOARD OF PI	JBLIC WO	RKS		
Indexes:					
Code sections:					
Attachments:	1. Contract 81	91 .pdf			

Date	Ver.	Action By	Action	Result
6/19/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
6/6/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
5/29/2018	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Blackhawk Avenue, Bruce Court, and Heather Crest pavement resurfacing project. In the adopted 2018 capital budget, Engineering Major Streets has budgeted \$15.5 million within the Pavement Management capital program for the resurfacing of streets throughout the City. The cost of the proposed project for the Blackhawk Avenue, Bruce Court, and Heather Crest resurfacing is estimated at \$4.87 million. Project funding is provided by GO Borrowing, Special Assessments, and associated utility funding broken out as follows:

Major Streets - \$1,253,210 Stormwater Utility - \$1,107,710 Sewer Utility - \$1,806,590 Water Utility - \$707,020

Awarding Public Works Contract No. 8191, N. Blackhawk Avenue, Bruce Court, and Heather Crest Resurfacing with Utilities Assessment District - 2018. (2nd AD)

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.

File #: 51857, Version: 1

See attached document (Contract No.8191) for itemization of bids.

# PROJECT

#### CONTRACTOR

CONTRACT NO. 8191 N. BLACKHAWK AVENUE, BRUCE COURT ASSESSMENT DISTRICT - 2018	, AND HEATHER CREST RESURFACING WITH UTIITIES
R.G. HUSTON CO., INC.	\$4,513,453.48
Acct. No. 11743-402-170: 54410 (91396)	\$975,937.10
Contingency 8% <u>+</u>	<u>78,072.90</u>
Sub-Total	\$1,054,010.00
Acct. No. 11743-40 <b>2-</b> 174:54445 (91345)	\$184,444.00
Contingency 8% <u>+</u>	<u>14,756.00</u>
Sub-Total	\$199,200.00
Acct. No. 11743-84-174:54445 (91345)	\$1,025,653.52
Contingency 8% <u>+</u>	<u>82,056.48</u>
Sub-Total	\$1,107,710.00
Acct. No. 11743-83-173:54445 (91345)	\$1,672,766.86
Contingency 8% <u>+</u>	<u>133,823.14</u>
Sub-Total	\$1,806,590.00
Acct. No. 11743-86-179:54445 (91360)	\$654,652.00
Contingency 8% <u>+</u>	<u>52,368.00</u>
Sub-Total	\$707,020.00
GRAND TOTAL	<u>\$4,874,530.00</u>

1 F:\Encommon\Misc\MARSHA\2018 Council Meeting\June 19\Contract 8191 .doc

# Jurisdiction: Wisconsin

#### Demographics

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

#### Address

**Business Address** One Tower Sq Hartford, CT 06183 United States Mailing Address ONE TOWER SQUARE HARTFORD, CT 06183 United States Statutory Home Office Address One Tower Sq Hartford, CT 06183 United States Main Administrative Office Address One Tower Sg Hartford, CT 06183 United States

#### Phone, E-mail, Website

Туре	- 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

https://sbs.naic.org/solar-external-lookup/lookup/company/summary/54218780?jurisdictio... 6/13/2018

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# Company Lookup Summary

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Status Date: 0	9/10/197	75											
Effective Date:	07/01/1	1997											
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Issue Date: 09		5											
Approval Date:					-	-							
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# Company Lookup Summary

#### Contact Filter Contact Type Preferred Name Name E-mail Phone Address Registered Agent for Other Service of Process CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States Previous First 1. Next Last Company Merger Filter SBS Company NAIC Non-Surviving Company Terminated Transferred Merger Non-Surviving Company Type CoCode Appointments Appointments Date Number Comments 54221052 22535 Property and Casualty Ν 01/02/2009 Seaboard Surety N Company **Companies Absorbed** First Previous 1 Next Last Name Change History Filter Effective Previous Name New Name 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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https://sbs.naic.org/solar-external-lookup/lookup/company/summary/54218780?jurisdictio... 6/13/2018

\$4,513,453.48 FILE

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

2018

# PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST **RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018**

CONTRACT NO. 8191

PROJECT NO. 11743

**MUNIS NO. 11743** 

IN

# MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON JUNE 19, 2018

> **CITY ENGINEERING DIVISION** 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8191

### INDEX

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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: cmb

# 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:	N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8191
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	5/18/2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	5/17/2018
BID SUBMISSION (2:00 P.M.)	5/24/2018
BID OPEN (2:30 P.M.)	5/24/2018
PUBLISHED IN WSJ	5/10/2018 & 5/17/2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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.

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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 (<u>www.bidexpress.com</u>). 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. Nothwithstanding 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 $\boxtimes$

#### **Building Demolition** 101 Asbestos Removal 110 Building Demolition House Mover 120 Street, Utility and Site Construction Asphalt Paving 201 265 Retaining Walls, Precast Modular Units Blasting 205 270 Retaining Walls, Reinforced Concrete 210 Boring/Pipe Jacking 275 🛛 Sanitary, Storm Sewer and Water Main 215 **Concrete Paving** Construction Con. Sidewalk/Curb & Gutter/Misc. Flat Work 220 276 Sawcutting 221 Concrete Bases and Other Concrete Work 280 Sewer Lateral Drain Cleaning/Internal TV Insp. Concrete Dredging Concrete Removal 285 🗌 Sewer Lining 222 225 290 🗌 Sewer Pipe Bursting 230 Fencing 295 🗍 Soil Borings Fiber Optic Cable/Conduit Installation 235 300 🔲 Soil Nailing 240 Grading and Earthwork 305 🗔 Storm & Sanitary Sewer Laterals & Water Svc. Horizontal Saw Cutting of Sidewalk 241 310 🛛 Street Construction Infrared Seamless Patching 242 315 Street Lighting Landscaping, Maintenance 245 318 Tennis Court Resurfacing Traffic Signals 246 Ecological Restoration 320 🗍 325 🗌 250 Landscaping, Site and Street Traffic Signing & Marking Parking Ramp Maintenance 332 🗍 251 Tree pruning/removal Pavement Marking 333 🗍 252 Tree, pesticide treatment of 255 Pavement Sealcoating and Crack Sealing 335 🗍 Trucking $\overline{\Box}$ 340 🗌 260 Petroleum Above/Below Ground Storage Utility Transmission Lines including Natural Gas, Tank Removal/Installation Electrical & Communications 262 Playground Installer 399 🗌 Other Bridge Construction 501 Bridge Construction and/or Repair Building Construction Floor Covering (including carpet, ceramic tile installation, 437 🗌 Metals 401 440 Painting and Wallcovering rubber, VCT Building Automation Systems 445 Plumbing 402 403 Concrete 450 🔲 Pump Repair 455 🔲 404 Doors and Windows Pump Systems D 460 🗖 Electrical - Power, Lighting & Communications Roofing and Moisture Protection 405 Elevator - Lifts 410 464 🔲 Tower Crane Operator 412 ☐ Fire Suppression 461 🔲 Solar Photovoltaic/Hot Water Systems 413 Furnishings - Furniture and Window Treatments 465 🔲 Soil/Groundwater Remediation 466 Ē 415 General Building Construction, Equal or Less than \$250,000 Warning Sirens 420 General Building Construction, \$250,000 to \$1,500,000 470 🗌 Water Supply Elevated Tanks 425 General Building Construction, Over \$1,500,000 475 🔲 Water Supply Wells 428 Glass and/or Glazing 480 🔲 Wood, Plastics & Composites - Structural & Hazardous Material Removal 429 Architectural Heating, Ventilating and Air Conditioning (HVAC) 430 499 🗌 Other Insulation - Thermal 433 435 Masonry/Tuck pointing

#### 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".

 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 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: <u>www.dhs.wisconsin.gov/Asbestos/Cert</u>. 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 <u>https://bidexpress.com</u> 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 <u>ad hoc</u> 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 <u>ad hoc</u> 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 <u>bidder</u> 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> 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

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8191

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

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

#### SECTION 102.12: BEST VALUE CONTRACTING

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

#### ARTICLE 104 <u>SCOPE OF WORK</u>

This contract consists of three (3) separate street resurfacing locations. The work shall consist of replacing sanitary and storm sewer, water main, installing new storm sewer, removing and replacing concrete curb and gutter, sidewalk, and drive aprons, excavation cut, crushed aggregate base course, pulverizing and shaping the roadway as noted in the specifications and on the plans.

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

This contract consists of three (3) separate locations:

#### N Blackhawk Ave - Bluff St to University Ave

Work shall include replacing the water main and laterals, installing new sanitary and replacing laterals, and installing new storm sewer between Bluff St and University Ave. Curb and gutter, drive aprons, and sidewalks shall be replaced where necessary to facilitate the sewer and water main work or where in poor condition. The street will be excavated, new 12" crushed aggregate base course consisting of ONLY gradation 2 and gradation 3 (top few inches for leveling purposes only). The street will be paved with 2.50" 3 LT 58-28 S lower layer and 2.00" 4 LT 58-28 S upper layer.

#### Bruce Court

Work shall include replacing the sanitary sewer on the street. Curb and gutter, drive aprons, and sidewalks shall be replaced where necessary to facilitate the sanitary sewer work or where in poor condition. The street will be pulverized, shaped, and paved with 3.50" 4 LT 58-28 S asphaltic pavement.

#### Heather Crest - N Meadow Ln to N Owen Dr

Work shall include replacing the sanitary and storm sewer on the street. Curb and gutter, drive aprons, and sidewalks shall be replaced where necessary to facilitate the sewer work or where in poor condition. The street will be pulverized, shaped, and paved with 3.50" 4 LT 58-28 S asphaltic pavement.

#### SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on what is encountered in the field. If the actual field conditions vary from the plan quantity, no additional compensation shall be given for increasing or decreasing quantities. Any overruns shall be paid for under

the appropriate bid item(s) without any penalty or change to the bid price for the associated bid item. The Contractor shall not be reimbursed for any deletions to the contract. No change to the unit bid price will be allowed for changes to the quantities.

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

#### SECTION 104.10 CLEANING UP

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

#### SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

The contractor shall coordinate the work with the City of Madison Traffic Engineering Division. The Traffic Engineering Dept. 266-4761 shall be contacted prior to construction beginning on any item noted in the plans.

#### SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

#### SECTION 107.2 <u>PROTECTION\_AND\_RESTORATION\_OF\_PROPERTY\_AND\_PROPERTY</u> OWNERS

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

#### SECTION 107.6 DUST PROOFING

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

#### SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Jeremy Nash, <u>inash@cityofmadison.com</u>, five working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

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.

Traffic Control shall be measured as a single lump sum for Traffic Control at all locations. Payment for the Traffic Control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non permanent traffic signs, drums, barricades, and similar control devices, including arrow boards, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Traffic control necessary to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

#### N Blackhawk Avenue

North Blackhawk Avenue may be closed to through traffic for the duration of construction.

#### Heather Crest

Heather Crest may be closed to through traffic between N Meadow Lane and N Owen Drive for the duration of construction. Work done in the intersection of N Meadow Lane and Heather Crest shall be done with the use of a flagger to maintain traffic at the intersection. Work at this intersection shall be completed within two calendar days to minimize impacts to traffic. The intersection shall be open to traffic on a hard surface overnight and when work is not being done.

#### Bruce Court

Two way traffic shall be maintained on Lucia Crest with one lane of traffic in each direction at least 11 feet in width while work is occurring on Bruce Court.

Construction equipment or materials shall not 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.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

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

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. One portable changeable message board will be required for each direction of traffic on N Blackhawk Avenue. Contractor shall locate the portable changeable message boards as directed by the Engineer.

The intersection of N Blackhawk Ave. and Bluff St. may be closed for up to 30 consecutive calendar days. The contractor shall maintain bus and motor vehicle access for any work required at this intersection beyond the 30 day period. Contractor shall make all efforts to ensure work in the N Blackhawk Ave/Bluff St. intersection is sufficiently completed to allow vehicular traffic between September 4, 2018 and June 11, 2019 or by September 3, 2019.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

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

http://www.cityofmadison.com/business/pw/documents/guidelines\_temporarynoparkingrestrictions.pdf

Notify residents and businesses in writing at least 2 days (48 hours) prior to restricting access to any driveway. Notify residents and businesses in writing at least 3 days (72 hours) prior to closing any access to any driveway.

Provide emergency vehicles with adequate access to all properties along the project at all times.

Provide access for mail delivery to all properties.

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, Traffic Engineering Division, <u>inash@cityofmadison.com</u>, 608-266-6585, with any questions concerning these traffic control specifications.

#### SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Water Resources Application for Project Permit (WRAPP), 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, it shall be paid for as Extra Work.

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

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

#### SECTION 109.2 PROSECUTION OF WORK

The Contractor shall have two options for completion of work on this project: (1) perform a portion of the work in 2018 and complete construction in 2019 (2) complete all portions of the construction in 2019. The Contractor shall notify City Engineering of their preferred option within seven (7) days following the award of the contract.

If Option (1) is chosen, the contract shall be suspended during the winter months and time shall not be charged against the project. There will be no additional compensation for additional mobilization payments, or any other compensation for costs associated with suspending the work for the winter months if the Contractor chooses to perform part of the work in 2018. If Option (1) is chosen, the Contractor may begin work as early as <u>July 16, 2018</u> and shall complete the contract in <u>ONE HUNDRED</u> <u>EIGHTY (180) CALENDAR DAYS</u> from the start work date. Any disturbed areas in 2018 must have final curb, driveway, and pavement installed prior to suspension of work for winter months. Cold weather protection for these items is considered incidental.

If the Contractor elects to perform all of the work in 2019, the work must be completed by **OCTOBER 11**, **2019**.

Once work begins on Bruce Court, all work on Bruce Court shall be completed within 21 working days. Once work begins on Heather Crest, all work on Heather Crest shall be completed within 21 working days.

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

#### SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages for failure to complete the work at any of the locations in section 109.2 of these Special Provisions in timeframes specified in said section shall be \$1055 per calendar day. In the event that more than one project location is not completed in the timeframe specified,

the maximum fixed, agreed, and liquidated damages shall not exceed \$1510. The fixed, agreed, and liquidated damages for failure to complete all work within the contract in the timeframe specified in Section 109.2 of these Special Provisions shall be \$1355 per calendar day.

#### SECTION 210.1(d) STREET SWEEPING

When required by either 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 and collect 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 workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels. Sweepers used on to meet the requirements of this specification shall have the ability to collect debris, and pre-wet the pavement. Pre-wetting may be accomplished by a separate piece of equipment at the contractor's option. Equipment that simply brooms material into the air or directs it toward the terrace without physical collection of it shall not be considered adequate.

#### 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 by both 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) hours 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 30201 - TYPE 'A' CONCRETE CURB & GUTTER

Curb replacement shall match the existing curb and gutter type, and shall be measured and paid as Type 'A'. All curb not specifically noted otherwise, shall be measured and paid as Type 'A' curb & gutter.

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

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

#### **BID ITEM 40410 – CONCRETE SPEED HUMP**

All concrete speed humps shall be installed per Standard Detail Drawing 4.10 (Flow Through Gutter). The amount of excavation for the speed humps has already been included in the plan quantity for Excavation Cut, Bid Item 20101.

Concrete speed humps shall not be installed on top of any existing manholes/castings or in front of any driveways. If a conflict is discovered, contact the engineer to determine an alternate location of the speed hump.

#### ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Fadi El Musa. He may be contacted at (608) 243-5214 or at <u>felmusagonzalez@cityofmadison.com</u>.

#### SANITARY SEWER GENERAL

This project consists of the installation of 1111' of 8" diameter ASTM D3034 SDR-35/26, 2173' of 10" diameter ASTM D3034 SDR-35/26, and 2351' of sanitary sewer lateral ASTM D3034 SDR-35/26. 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 latest edition of the City of Madison Standard Specifications for Public Works Construction.

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 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.

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.

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. If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction latest edition. 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 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. In addition, contractor will be required to provide videos of the laterals being abandoned prior to them being abandoned.

Sanitary lateral locations are based upon the City television reports and the City records. 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 feet of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the Construction Engineer. The Construction Engineer will make the determination whether the lateral replacement will need to stop at the curb.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed.

#### STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 4004 feet of new storm sewer of various sizes and materials.

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 50353 - SANITARY SEWER LATERAL (SDR 26/SDR 35)

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 upon approval by the construction engineer.

#### **BID ITEM 50356 – RECONNECT**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5 feet, the amount of pipe installed shall be paid separately under Bid Item 50353-Sanitary Sewer Lateral.

The first 5 feet of lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Laterals connecting to Sewer Access Structures shall be paid for separately under Bid Item 50791-Sanitary Sewer Tap. 5 feet of sanitary sewer lateral pipe is not considered incidental to the sanitary tap connection. Sanitary Sewer Risers in this project shall be constructed per Standard Detail Drawing 5.3.1. and shall be paid for as a Reconnect.

#### BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

#### BID ITEM 50801 - UTILITY LINE OPENING (ULO)

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

#### SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water Utility designer for the project is Amanda Schockling. She may be contacted at (608) 261-9243 or <u>aschockling@madisonwater.org</u>. Adam Wiederhoeft, PE can also be contacted at (608) 266-9121 or <u>awiederhoeft@madisonwater.org</u>.

The proposed water system improvements in this Contract include furnishing and installing approximately 1,525-feet of new 8-inch diameter ductile iron water main and associated valves, hydrants and service lateral connections on N Blackhawk Ave from University Ave to Stevens St (see Sheets W-1 to W-2).

Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector and will be paid under BID ITEM: 70053 – REPLACE 1-INCH COPPER SERVICE LATERAL.

The water main construction also includes concrete work, such as curb & gutter removal and replacement at various locations, as designated on the plans. Payment shall be made only for authorized and required curb replacement in the designated areas. Additional removal and replacement work to accommodate water main construction must be authorized by the Water Utility Construction Inspector or Engineer during construction to be considered for payment.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

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

#### SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except any proposed tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping valve boxes, and the crew to perform the taps.

#### SECTION 703 CONSTRUCTION METHODS

Perform all work in accordance with these provisions and the City of Madison Standard Specifications, current edition. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

In addition to the construction methods required by the Standard Specifications, the following requirements apply to work under this Contract:

#### EXISTING WATER LATERALS LOCATED IN PROXIMITY OF PROPOSED SEWERS

Adjust elevation of existing copper laterals, as necessary, to accommodate the installation of the proposed sewer facilities. Any required adjustment of existing water laterals performed to accommodate elevations of proposed sewers is considered incidental to the construction of the sewer systems.

#### ACCESS REQUIREMENTS

During all water construction activities, vehicle driveway access must be maintained, or otherwise provided by work-phasing or other temporary access measures, to all non-residential properties located along the project. Coordinate access needs, as applicable, with contacts provided in the 'Water Shut-Off and Notification Requirements' section below. This requirement and any associated work to accommodate shall be incidental to the water main construction in this contract.

#### WATER SHUT-OFF AND NOTIFICATION REQUIREMENTS

In addition to the water shut-off and notification requirements in the Standard Specifications, the following requirements apply to water work under this Contract:

<u>Welton Enterprises – 702 N Blackhawk Ave</u> Phone: (608) 833-5590

Shell Gas Station – 3401 University Ave

Phone: (608) 238-6166

Contact Bill, Joan, or Casey before shut-off. Peak times are 6-9AM and 4-7PM, so ideally shutoff between 9AM-4PM. Call back to tell about hydrant by sign.

Exxon Mobil Gas Station – 3505 University Ave Phone: (608) 238-1088

#### WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.
- WN3 Existing service to be abandoned when water main is cut-off.

WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.

#### BID ITEM 70454 - REPLACE COPPER SERVICE LATERAL

This bid item applies to properties at 713 N Blackhawk Ave, 717 N Blackhawk Ave, and 721 N Blackhawk Ave. The existing water main is located in the right-of-way through the front yards of these properties. The replacement service laterals will include placing the new curb stop and curb box a minimum of 8-feet into the street right-of-way on N Blackhawk Ave. Coordinate the exact location of each curb stop and curb box with the Water Utility Inspector.

In addition to the Standard Specifications, the new service may be installed by alternative methods such as boring if the contractor elects to do so. Any method selected must be able to maintain a 6-foot bury depth of the new service lateral over the entire distance.

Incidental to this bid item:

All work associated with this bid item shall be covered under the Standard Specifications for tree protection, regardless if the work in the easement is outside of the street right-of-way. Contact Engineer prior to any proposed tree or shrub trimming.

All surface disturbances associated with this work are to be restored to at-least the pre-replacement condition.

Coordinate with each customer when planning and scheduling each service replacement. Ensure that each affected customer is aware of what method of replacement has been selected, the anticipated impact to the property, the anticipated duration of disturbance, and the methods of restoration.

Make all reasonable accommodations to minimize impact to the customer's property and schedules.

#### BID ITEM 90001 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

#### DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

#### METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

#### BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

#### BID ITEM 90002 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

#### DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

#### METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

#### **BASIS OF PAYMENT**

Traffic Control Flexible Tubular Marker posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

#### BID ITEM 90003 - LOWER WATER SERVICE UNDER STORM SEWER

#### DESCRIPTION

Lower Water Service under Storm Sewer includes but is not limited to provision of all materials, equipment, labor and incidentals required to lower an existing water service lateral underneath proposed storm sewer piping as described herein and shown on the plan set.

#### MATERIALS

Provide water service materials in accordance with Standard Specifications, Part VII: Water Mains and Service Laterals, Section 702.5.

Provide insulation in accordance with City of Madison Standard Specifications, Part VII: Water Mains and Service Laterals, Section 704.17.2.

#### CONSTRUCTION

Remove and replace the part of the existing water service lateral such that no portion of the lateral is closer than two feet to any outside edge of the proposed storm pipe. Where the lateral is directly below the bottom of the storm pipe, the lateral must be installed a minimum of two feet below the bottom of the storm pipe or a minimum of one foot below any storm pipe bedding.

Install insulation in accordance with Standard Specification 704.17.

Match the diameter of the existing lateral except where the existing dimeter is <sup>3</sup>/<sub>4</sub>-inch. Where the existing lateral is <sup>3</sup>/<sub>4</sub>-inch diameter, use 1-inch diameter copper for the replacement portion of the lateral.

Freeze each service lateral when performing the operation to isolate the lateral from the mainline water main. The mainline water main <u>may not</u> be taken out of service to perform the work.

Provide notification of water service shut-off per Standard Specification Section 703.8

#### METHOD OF MEASUREMENT

Lower Water Service under Storm Sewer shall be measured by each completed unit.

#### BASIS OF PAYMENT

Lower Water Service under Storm Sewer shall be paid at the contract bid price, which shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as described above.

#### BID ITEM 90004 - TEMPORARY STEEL PIPE PLUG

#### DESCRIPTION

Where shown on the plans, the Contractor shall provide a Temporary Steel Pipe Plug that consist of 3-20" wide and 1/4" thick steel plates, bolted at the connection between a sewer access structure and storm sewer pipe, with 2-3/8" ANKR-Tight bolts at each side of the plate. Water tightness is not required. The plates shall be installed parallel to each other to cover the entire inside diameter of the pipe.

#### METHOD OF MEASUREMENT

Temporary Steel Pipe Plug shall be measured as each for the multiple plates, bolts, materials, and all other incidental work needed to successfully install the temporary steel plates.

#### **BASIS OF PAYMENT**

Temporary Steel Plates shall be paid at the contract bid price, which shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as described above.

#### BID ITEM 90005 - TEMPORARY DRIVEWAY ACCESS

#### DESCRIPTION

Where shown on the plans, the Contractor shall provide temporary driveway access to 702 N Blackhawk Avenue during any full closure of the permanent driveway to the property. This temporary driveway shall allow two-way traffic and consist of a gravel surface with temporary asphalt at the private parking lot curb. Contractor shall maintain drainage in private parking lot curb flowline. Tree trimming, terrace restoration, and signage for alternative business access associated with Temporary Driveway Access shall be included in this bid item and are considered incidental.

#### **METHOD OF MEASUREMENT**

Temporary Driveway Access shall be measured by lump sum for the completed work.

#### **BASIS OF PAYMENT**

Temporary Driveway Access shall be paid at the contract bid price, which shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as described above.



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	G	С	Inc		LOG OF TEST BORING         Project       North Blackhawk Avenue Area         Blackhawk: 180'S of Owen, 10'E of Centerline         Location       Madison, Wisconsin         Perry Street, Madison, WI 53713       (608) 288-4100, FAX (608)	Job No. Sheet	o. levation (ft) C1705	1-30	
	SA	MPI	LE		VISUAL CLASSIFICATION		PROPE	RTIES	S
No.	T Y P (in.)	Moist	ท	Depth (ft)	and Remarks	qu (qa)	W LL	PL	LI
	E.			+ ⊢	3.5 in. Asphalt Pavement/9.5 in. Base Course	(tsf)			
1	12	M	8		Stiff, Brown Lean CLAY (CL)	(1.25)	· · · ·		
				Ľ L	Loose, Brown Silty Fine SAND (SM)				
2	10	M	5	└── └─ └── 5──					
3	16	M	12	F {					••
					Medium Dense to Dense, Tan SILT, Trace Sand, Occasional Cobbles (ML)				
4	17	M	47	 					
5	18	M	24	L_ 	Medium Dense, Light Brown Silty Fine SAND				
	10		24	⊢ ├─ ├-	(SM)				
6	18	M	40		Dense, Light Brown Fine SAND, Trace Silt (SP)			+	. <u></u>
				Г П 15 Г		-			
7	18	M	33	  -					
, 				- 20-			-		
					End Boring at 20 ft				
					Borehole backfilled with bentonite chips and asphalt patch				
					(N 43° 04.330', W 89° 26.782')				
				- - 25-					
				-					
				_					
			ļ	-					
l				30				Ĺ	
				<b>ATER</b>	LEVEL OBSERVATIONS	GENERA		>	
Time Deptl	e Drilli After h to Wa h to Ca	Drillir ater	<u>₹</u> N ug		Upon Completion of Drilling Start 4 	1/17/18 End BSD Chief DC Editor	4/17/18 MC F ESF SA; Autoh:		E-55
			ion 1: the ti	ines repransition	resent the approximate boundary between	iou <u>2.25</u> Π	SA, Auton:	+mmer	

•

CGC Inc.					LOG OF TEST BORINGProjectNorth Blackhawk Avenue AreaBlackhawk: 95'N of Stevens, 15'W of CenterlineLocationMadison, Wisconsin			Boring No.         9           Surface Elevation (ft)         907±           Job No.         C17051-30           Sheet         1         of         1				
	SA	MPL	E	292	VISUAL CLASSIFICATION			PRC	PEF	RTIE	S	
No.	T Rec P (in.)	Moist	N	Depth (ft)	and Remarks		qu (qa) (tsf)	W	LL	PL	LI	
				F	3 in. Asphalt Pavement/10.5 in. Base Cour	rse						
1	10	М	4		FILL: Stiff, Brown Clay, Some Sand		(1.25)					
2	12	M	7		Loose, Brown Clayey Fine SAND (SC - Possible Fill)							
3	12	M	6		Loose to Very Loose, Brown Fine to Medi SAND, Some Silt, Trace Clay and Gravel Possible Fill)							
4	14	M	4	L 10-	Medium Dense, Light Brown Fine to Coar							
					SAND, Some Gravel, Trace Silt (SP)					-		
5	8	M	15									
6	14	M	22	⊢ ↓ ↓ ↓ ↓ ↓ ↓ 20−								
					Highly Weathered, Light Brown to Reddis	h-Brown						
7	16	M	27	L L L + 25-	Sandstone Bedrock	M-DIOMII						
					End Boring at 25 ft							
					Borehole backfilled with bentonite chi asphalt patch	ps and						
					(N 43° 04.303', W 89° 26.789')							
				ATEF	_EVEL OBSERVATIONS		SENERA			5		
Time Deptl Deptl	e Drill After h to W h to C	Drillin ater ave in	-			Driller <b>B</b>	7/18         End           SD         Chief           OC         Edito           I         2.25"	r ES	C F			

	LOG OF TEST BORING	Boring No	. <b>10</b>			
(CGC Inc.)	Project North Blackhawk Avenue Area	Surface Elevation (ft) $902\pm$				
	Blackhawk: 65'S of Hillside, 10'E of Centerline	Job No. <b>C17051-30</b>				
	Location Madison, Wisconsin		1 of 1			
292	1 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608)	288-7887				
SAMPLE	VISUAL CLASSIFICATION	SOIL	PROPERTIES			
No. $\begin{array}{c} T \\ Y \\ P \\ E \\ E \\ (in.) \end{array}$ Moist N Depth (ft)	and Remarks	qu (qa) (tsf)	W LL PL LI			
	3 in. Asphalt Pavement/10 in. Base Course					
1 13 M 2	FILL: Brown Clay with Sand Medium Stiff to Stiff, Brown Lean CLAY, Trace to	(1.0)				
2 6 M 12 L	Little Fine Sand, Occasional Sand Seams (CL)					
		(1.0)				
3 16 M 4 -	Medium Stiff to Soft, Brown Lean CLAY, Trace Fine Sand (CL)					
		(0.75)				
4 18 M 2		(0.50)				
5 18 M/W 3 –	Becoming Very Soft Near 11 ft	(<0.2)				
6 16 M 83 - 15-	Weathered to Competent, Light Brown to Reddish Brown Sandstone Bedrock					
	Firm to Hard Drilling Noted Beginning at 17 ft					
7 1 M 50/1"	Well Cemented Sandstone recovered at 18.5 ft					
20-	End Boring at 20 ft	····				
	Borehole backfilled with bentonite chips and asphalt patch					
	(N 43° 04.231', W 89° 26.781')					
- 30						
WATER	LEVEL OBSERVATIONS G	ENERAL	_ NOTES			
While Drilling  ↓ NW Time After Drilling Depth to Water Depth to Cave in The stratification lines rep	Upon Completion of Drilling Start 4/17 Driller BS Logger D Drill Method	<b>C</b> Editor	4/17/18 MC Rig CME-5 ESF SA; Autohammer			

a e \* .



LOG OF TEST BORING General Notes

# DESCRIPTIVE SOIL CLASSIFICATION

# Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders Cobbles	•	**
Gravel: Coarse Fine	%" to 3" 4.76 mm to %"	
Sand: Coarse Medium	2.00 mm to 4.76 mm 0.42 to mm to 2.00 mm	
Silt		Smaller than #200
Clay	Smaller than 0.005 mm	n Smaller than #200

Plasticity characteristics differentiate between silt and clay.

# General Terminology

### Physical Characteristics Color, moisture, grain shape, fineness, etc. Major Constituents Clay, silt, sand, gravel Structure Laminated, varved, fibrous, stratified, cemented, fissured, etc. Geologic Origin Glacial, alluvial, eolian, residual, etc.

# Relative Proportions Of Cohesionless Soils

Proportional	Defining Range by
Term	Percentage of Weight
Trace	
Some	
And	

# Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic	Less than 4%
Organic Silt/Clay	4 – 12%
Sedimentary Peat	
Fibrous and Woody F	Peat More than 50%

# **Relative Density**

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Term	"N" Value
Very Loose	
Loose	4 - 10
Medium Dens	e10 - 30
Dense	
Very Dense	Over 50

# Consistency

# Plasticity

<u>Term</u>	<u>Plastic Index</u>
None to Slight	0 - 4
Slight	
Medium	8 - 22
High to Very High	i Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

# SYMBOLS

# **Drilling and Sampling**

CS - Continuous Sampling RC - Rock Coring: Size AW, BW, NW, 2"W RQD - Rock Quality Designation RB - Rock Bit/Roller Bit FT - Fish Tail DC - Drove Casing C - Casing: Size 2 1/2", NW, 4", HW CW - Clear Water DM - Drilling Mud HSA - Hollow Stem Auger FA – Flight Auger HA - Hand Auger COA - Clean-Out Auger SS - 2" Dia. Split-Barrel Sample 2ST - 2" Dia. Thin-Walled Tube Sample 3ST - 3" Dia. Thin-Walled Tube Sample PT – 3" Dia. Piston Tube Sample AS – Auger Sample WS - Wash Sample PTS – Peat Sample **PS** – Pitcher Sample NR - No Recovery S – Sounding PMT – Borehole Pressuremeter Test VS -- Vane Shear Test WPT - Water Pressure Test

# Laboratory Tests

q<sub>a</sub> - Penetrometer Reading, tons/sq ft
q<sub>a</sub> - Unconfined Strength, tons/sq ft
W - Moisture Content, %
LL - Liquid Limit, %
PL - Plastic Limit, %
SL - Shrinkage Limit, %
LI - Loss on Ignition
D - Dry Unit Weight, Ibs/cu ft
pH - Measure of Soil Alkalinity or Acidity
FS - Free Swell, %

# Water Level Measurement

✓ - Water Level at Time Shown
 NW – No Water Encountered
 WD – While Drilling
 BCR – Before Casing Removal
 ACR – After Casing Removal
 CW – Cave and Wet
 CM – Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

								-
N. S. A.	C	G	C	>	In	c	*	
	···							***

# Madison - Milwaukee

UNIFIED SO		ASSIF	ICATION AND SYMBOL CHART
		COARS	E-GRAINED SOILS
(more that	n 50%	of mater	rial is larger than No. 200 sieve size)
	<u>.</u>	Clean G	Gravels (Less than 5% fines)
		GW	Well-graded gravels, gravel-sand mixtures, little or no fines
GRAVELS fore than 50% of		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
coarse fraction arger than No. 4		Gravels	with fines (More than 12% fines)
sieve size		GM	Silty gravels, gravel-sand-silt mixtures
u		GC	Clayey gravels, gravel-sand-clay mixtures
		Clean S	ands (Less than 5% fines)
		sw	Well-graded sands, gravelly sands, little or no fines
SANDS 50% or more of		SP	Poorly graded sands, gravelly sands, little or no fines
coarse fraction maller than No. 4		Sands v	with fines (More than 12% fines)
sieve size		SM	Silty sands, sand-silt mixtures
		sc	Clayey sands, sand-clay mixtures
(50% or m	ore of		GRAINED SOILS is smaller than No. 200 sieve size.)
SILTS AND		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
CLAYS Liquid limit less than 50%		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL	Organic silts and organic silty clays of low plasticity
SILTS AND	Π	MH	Inorganic sills, micaceous or diatomaceous fine sandy or silty soils, elastic silts
CLAYS iquid limit 50% or		СН	Inorganic clays of high plasticity, fat clays
greater		ОН	Organic clays of medium to high plasticity, organic silts
HIGHLY DRGANIC SOILS	લે <sup>સ</sup> સે સં  સ્  સે	₽Ť	Peat and other highly organic soils

# Unified Soil Classification System

	LABORAT		LASE	SIFICA	TION	GRII	ERIA	
				~	****		-	
GW	$C_u = \frac{D_{60}}{D_{10}} gr$	reater tha	ın 4; (	$C_{\rm C} = \frac{1}{D_1}$	$D_{30} = 0 \times D_{60}$	betwe	en 1 a	nd 3
GP	Not meeting	all gradat	ion re	quireme	ents for	GW		
GM		Atterberg limts below "A" line or P.I. less than 4		Above "A" line with P.I. between 4				
GC	Atterberg lim line or P.I. gr			ł	dual sy		cases	requiring
SW	$C_u = \frac{D_{60}}{D_{10}} \text{ gr}$	eater tha	in 4; C	$C = \overline{D_{10}}$	$\frac{D_{30}}{0 \times D_{60}}$	betwe	en 1 ai	nd 3
SP	Not meeting :	all gradat	ion ree	lnireme	nts for (	ЗW	*****	
SM	Atterberg limits below "A" line or P.I. less than 4			Limits plotting in shaded zone with				
SC	Atterberg limi line with P.I. (			-P.J. between 4 and 7 are borderline cases requiring use of dual symbols				
i percen ained so ess than ore than	e percentages o tage of fines (fr bils are classifie 5 percent 12 percent rcent	action sm d as follo	naller t ws: Bord	han No	200 sid	eve siz GV Gi	e), coa V, GP, V, GC,	rse- SW, SP SM, SC
				T				
<sup>60</sup>	1 1			1	6 8		1	
					СН		A LIN	
59) 40 300		CL			СН	F	A LIN 1=0.73{1	
\$9	(CL-AAU)	CL ML8			СН	F		



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

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

Assistant City Engineer Gregory T. Fries, P.E.

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

Principal Engineer 1 Christina M. Bachmann, P.E. Eric L. Dundee, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager

> Operations Manager Kathleen M. Cryan

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

> Financial Manager Steven B. Danner-Rivers

May 22, 2018

# NOTICE OF ADDENDUM ADDENDUM NO. 1

# CONTRACT NO. 8191, PROJECT NO. 11743 N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT – 2018

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

# PLANS:

# REMOVE

Remove Sheets SN1-SN5, SN-9

# INSERT

Insert Sheets SN1-SN5, SN-9 (Revised 5-18-18)

Proposed sanitary sewer main on N Blackhawk Street is upsized from 10" to 12". No changes in pipe length or pipe depth were made.

### SPECIAL PROVISIONS:

### REVISE

# SECTION 109.2 PROSECUTION OF WORK

Replace Section 109.2 with the following:

The Contractor may begin work as early as <u>July 16, 2018</u> and may elect to perform a portion of the work in 2018 and complete construction in 2019 or complete all portions of the construction in 2019. The Contractor shall notify City Engineering of their preferred option within seven (7) days following the award of the contract.

The Contractor shall complete all work on N Blackhawk Avenue in <u>ONE HUNDRED EIGHTY (180)</u> <u>CALENDAR DAYS</u> and all work within the contract must be completed by <u>OCTOBER 11, 2019</u>. If a portion of the work is performed in 2018, the contract shall be suspended during the winter months and time shall not be charged against the project. There will be no additional compensation for additional mobilization payments, or any other compensation for costs associated with suspending the work for the winter months. Any disturbed areas in 2018 must have final curb, driveway, and pavement installed prior to suspension of work for winter months. Cold weather protection for these items is considered incidental. May 22, 2018 Page 2

The Contractor shall complete all work on Bruce Court in **TWENTY EIGHT (28) CALENDARY DAYS** and all work on Heather Crest in **FOURTY FIVE (45) CALENDAR DAYS**. All work within the contract must be completed by **OCTOBER 11, 2019**. If work begins on Bruce Court or Heather Crest in 2018, all work must be completed entirely in 2018. No winter suspension of work will be allowed for work on Bruce Court and Heather Crest.

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

# BID ITEM 70454 - REPLACE COPPER SERVICE LATERAL

Bid item number should be changed to BID ITEM 70053 - REPLACE COPPER SERVICE LATERAL

### SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

Replace Section 701 with the following:

The Water Utility designer for the project is Amanda Schockling. She may be contacted at (608) 261-9243 or aschockling@madisonwater.org. Adam Wiederhoeft, PE can also be contacted at (608) 266-9121 or awiederhoeft@madisonwater.org.

The proposed water system improvements in this Contract include furnishing and installing approximately 2,340-feet of new 8-inch diameter ductile iron water main and associated valves, hydrants and service lateral connections on N Blackhawk Ave from University Ave to Bluff St (see Sheets W-1 to W-5). Once the new systems have passed the required pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains (unless the service is to be abandoned). Services will be reconnected to the new main as shown on the plans. Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector and will be paid under BID ITEM: 70053 – Replace 1-Inch Copper Service Lateral.

The water main construction also includes concrete work, such as curb & gutter removal and replacement at various locations, as designated on the plans. Payment shall be made only for authorized and required curb replacement in the designated areas. Additional removal and replacement work to accommodate water main construction must be authorized by the Water Utility Construction Inspector or Engineer during construction to be considered for payment.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction.

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

# ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

Revise first paragraph to read: This project consists of the installation of 1111' of 8" diameter ASTM D3034 SDR-35/26, 2173' of 12" diameter ASTM D3034 SDR-35/26, and 2351' of sanitary sewer lateral ASTM

May 22, 2018 Page 3

D3034 SDR-35/26. 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 latest edition of the City of Madison Standard Specifications for Public Works Construction.

### BID ITEM 90005 – TEMPORARY DRIVEWAY ACCESS

Revise Description to read:

Where shown on the plans, the Contractor shall provide temporary driveway access to 702 N Blackhawk Avenue during any full closure of the permanent driveway to the property. This temporary driveway shall allow two-way traffic and consist of a gravel surface with temporary asphalt at the private parking lot curb. Contractor shall maintain drainage in private parking lot curb flowline. Tree trimming, restoration, and signage for alternative business access associated with Temporary Driveway Access shall be included in this bid item and are considered incidental.

# PROPOSAL

the change to the proposal is as follows.					
Action	Bid Item	Description			
REMOVE	50302	10" PVC SANITARY SEWER PIPE SDR- 35/26			
ADD	50303	12" PVC SANITARY SEWER PIPE SDR- 35/26			
MODIFY	30201	TYPE "A" CONCRETE CURB & GUTTER			
MODIFY	30203	TYPE "X" CONCRETE CURB & GUTTER			
MODIFY	30208	HAND FORMED CURB AND GUTTER			

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

Please see Bid Express for revised bid item quantities.

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

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

### http://www.bidexpress.com

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

Sincerely,

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

Cc: Greg Fries



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ORIGINATOR: CITY OF MADISON, STREETS DIVISION

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PLOT NAME:

REV. DATE:





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REV. DATE:

N BLACKHAWK, BRUCE, & HEATHER 2018

PROJECT NO. 11743

\*ADDENDUM 5 / 17 / 2018

# SANITARY SEWER SCHEDULE

CITY OF MADISON

SHEET NO. SN-9

		•					0111	
	WER PIPES						~	
TO SAS (UPSTREAM)	E.I. (DOWNSTREAM)	E.I. (UPSTREAM)	LENGTH (FT)	SLOPE (%)	SIZE	PVC TYPE	NOTES	
		(UFSTREAM)	(1)	(70)				
Ē								
SAS #1	872.57	872.78	74	0.28%	12"	SDR-26	-	
SAS #2	872.88	873.09	74	0.28%	12"	SDR-26	-	
SAS #3	873.19	873.48	102	0.28%	12"	SDR-26	-	
SAS #4	873.58	873.81	82	0.28%	12"	SDR-26	-	
SAS #5	873.91	874.23	115	0.28%	12"	SDR-26	-	
SAS #6	874.33	874.76	153	0.28%	12"	SDR-26		
SAS #7	874.86	880.13	355	1.48%	12"	SDR-26	-	
SAS #6A	875.05	877.07	62	3.26%	8"	SDR-26	-	
SAS #9	880.23	882.40	443	0.49%	12"	SDR-26	-	
SAS #7A	880.23	880.59	44	0.82%	8"	SDR-26	-	
SAS #10	882.50	882.64	39	0.36%	12"	SDR-26	-	
SAS #11	882.74	883.59	270	0.31%	12"	SDR-26	-	
SAS #12	883.69	884.40	208	0.34%	12"	SDR-26	-	
SAS #13	884.50	885.23	214	0.34%	12"	SDR-26	-	
SAS #14	885.33	885.48	44	0.34%	12"	SDR-26	-	
010 //04	001.00	005 00		0.0001	011	000.05		
SAS #21	884.60	895.00	360	2.89%	8"	SDR-35	-	
SAS #31	882.49	883.23	82	0.90%	8"	SDR-35	-	
SAS #32	883.33	886.01	86	3.12%	8"	SDR-35	-	
SAS #33	886.11	889.49	104	3.25%	8"	SDR-35	-	
SAS #34	889.59	892.24	197	1.35%	8"	SDR-26	-	
SAS #35	892.34	892.69	88	0.40%	8"	SDR-26	-	
SAS #36	892.79	893.14	88	0.40%	8"	SDR-26	-	
		200111		0.1070	5	001120		



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		N BLACKHAWK, BRUCE, & HE PROJECT NO. 1174	ATHER 2018 SHEET NO. 13 SN-5
572	PROPOSED WATER MAI	SANITARY S PLAN AND PF	EWER ROFILE
		N BLACKHAWK AVENUE	CITY OF MADISON
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	0709/201-0201-2 3850-0 SCHMPED, WILLIAM D		
	& ANNE E SCHMIED 3401 University Ave		
	EX.SAS 3850- STA 31+20.04		
905	RIM=883.17 EI=872.67(SE) EI=874.37(S) &		
•	El=872.47(N) El=872.47(N) El=872.47(N) f RECONSTRU(		
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	EI=874.42(S) ABAN.E EI=874.40(NW)ABAN.		
890	PROPOSED WATER MAIN		
885	PROPOSED STORM SEWE		
000			<u> </u>
880			
875			
	*10"- 102' *10"- 74' @ 0.2		
870	0.28%SAS #2STA-30+31.90 RT-0.92"		
	RIM=882.98 El=873.29(NE) *6" TAP		
	EI=873.19(SE) *10" EI=873:09(N) *10"		

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REV. DATE:

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

# N BLACKHAWK, BRUCE, & HEATHER 2018 SHEET NO. SN-9

PROJECT NO. 11743

# SANITARY SEWER SCHEDULE

# CITY OF MADISON

							CITYOF	MADISON
RY SEWE	ER PIPES					· · · · · · · · · · · · · · · · · · ·		
S	E.I.	E.I.	LENGTH	SLOPE	SIZE	PVC	NOTES	
REAM)	(DOWNSTREAM)	(UPSTREAM)	(FT)	(%)		TYPE	•	
1	872.57	872.78	74	0.28%	10"	SDR-26	-	
2	872.88	873.09	74	0.28%	10"	SDR-26	-	
3	873.19	873.48	102	0.28%	10"	SDR-26	-	
4.	873.58	873.81	82	0.28%	10"	SDR-26	-	
5	873.91	874.23	115	0.28%	10"	SDR-26	-	
5	874.33	874.76	153	0.28%	10"	SDR-26	-	
7	874.86	880.13	355	1.48%	10"	SDR-26	-	
бA	875.05	877.07	62	3.26%	8"	SDR-26	-	
Э	880.23	882.40	443	0.49%	10"	SDR-26	-	
7A	880.23	880.59	44	0.82%	8"	SDR-26	-	
10	882.50	882.64	39	0.36%	10"	SDR-26	-	
11	882.74	883.59	270	0.31%	10"	SDR-26	-	
12	883.69	884.40	208	0.34%	10"	SDR-26	_	
13	884.50	885.23	214	0.34%	10"	SDR-26	-	
14	885.33	885.48	44	0.34%	10"	SDR-26	-	
21	884.60	895.00	360	2.89%	8"	SDR-35	-	
31	882.49	883.23	82	0.90%	8"	SDR-35	-	
32	883.33	886.01	86	3.12%	8"	SDR-35	-	
33	886.11	889.49	104	3.25%	8"	SDR-35	-	
34	889.59	892.24	197	1.35%	8"	SDR-26	-	
35	892.34	892.69	88	0,40%	8"	SDR-26	-	-
36	892.79	893.14	88	0.40%	8"	SDR-26	-	
								1

# SECTION E: BIDDERS ACKNOWLEDGEMENT

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST **RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8191**

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 1. Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through to the Contract, at the prices for said work as contained in this proposal. (Electronic bids

submittals shall acknowledge addendum under Section E and shall not acknowledge here)

- If awarded the Contract, we will initiate action within seven (7) days after notification or in 2. 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, 3. 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. 4. (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).
- certify that all statements herein are made 5. hereby on behalf of Pi.G. HUSTON Co., Zwc. (name of corporation, partnership, or person submitting bid) WESCONSEN a corporation organized and existing under the laws of the State of a partnership consisting of ; an individual trading as

: of the City gfmmm State 

THUN I Ø THE STATE SIGNATURE BAAS USTON RESIDENT TITLE, IF ANY

Sworn and subscribed to before me this

19 day of IND

(Notary Public or other officer authorized to administer oaths) My Commission Expires  $\int -f d r d d$ Bidders shall not add any conditions or gualifying statements to this Proposal. DENNIS RICHARDSON Notary Public State of Wisconsin

Contract 8191 – 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
- ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE
- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- INSULATION WORKER (HEAT and FROST)
- IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER

- ROOFER and WATER PROOFER
- SPRINKLER FITTER
- STEAMFITTER
- STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT No. 8191

# Small Business Enterprise Compliance Report

### Cover Sheet

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

### Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road Cottage Grove, WI 53527

Telephone Number: (608) 255-9223 Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

### Prime Bidder Certification:

I, Brad Huston, President of R.G. Huston Company, Inc. certify that the information

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

knowledge and belief.

Signature

24 - 18

Date

Signatuye Bidd



# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT No. 8191

# 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

Name(S) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bullet	Trucking	3.00%
ASTI	Sawcut	0.02%
JR's Construction	Landscaping	0.95%

Subtotal SBE who are not suppliers:

3.97

### SBE SUBCONTRACTORS WHO ARE SUPPLIERS

Name(S) of SBEs Utilized	Type of Work	. 8	of	Total	Bid	Amount

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

Total Percentage of SBE Utilization: 3.97 %

SBE-2

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8191 DATE: 5/24/18

		R.G. Husto	on Co., Inc.
	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$6,000.00	\$6,000.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION -	1.00	<b>#5</b> 00.00	<b>A</b> 500.00
LUMP SUM 10703.0 - TRAFFIC CONTROL FOR WATER MAIN INSTALLATION - LUMP	1.00	\$500.00	\$500.00
SUM	1.00	\$500.00	\$500.00
10704.0 - TRAFFIC CONTROL FOR SANITARY SEWER INSTALLATION -	1.00	φ300.00	\$300.00
LUMP SUM	1.00	\$50.00	\$50.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD -		<i>+•••••</i>	<i><b>4</b>00.00</i>
DAYS	20.00	\$25.00	\$500.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE			
MESSAGE - DAYS	21.00	\$65.00	\$1,365.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) -			
L.F.	500.00	\$1.00	\$500.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	250.00	\$1.00	\$250.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$393,000.00	\$393,000.00
20101.0 - EXCAVATION CUT - C.Y. 20217.0 - CLEAR STONE - TON	4250.00 2400.00	\$29.35 \$12.65	\$124,737.50
20219.0 - BREAKER RUN - TON	2400.00 1060.00	\$12.55	\$30,360.00 \$13,303.00
20221.0 - TOPSOIL - S.Y.	4000.00	\$7.90	\$31,600.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	754.00	\$1.25	\$942.50
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	23.00	\$1,320.00	\$30,360.00
20312.0 - REMOVE CATCHBASIN - EACH	1.00	\$550.00	\$550.00
20313.0 - REMOVE INLET - EACH	14.00	\$500.00	\$7,000.00
20314.0 - REMOVE PIPE - L.F.	1767.00	\$8.55	\$15,107.85
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	5965.00	\$4.15	\$24,754.75
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	14400.00	\$2.35	\$33,840.00
20336.0 - PIPE PLUG - EACH	31.00	\$80.65	\$2,500.15
20401.0 - CLEARING - I.D.	370.00	\$23.44	\$8,672.80
20403.0 - GRUBBING - I.D. 20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	370.00	\$15.99	\$5,916.30
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH 20503.0 - ADJUST INLET - EACH	1.00 1.00	\$468.00 \$468.00	\$468.00 \$468.00
20701.0 - TERRACE SEEDING - S.Y.	4000.00	\$408.00 \$2.40	\$468.00 \$9,600.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$550.00	\$2,750.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	11.00	\$550.00	\$6,050.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$325.00	\$975.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,000.00	\$4,000.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	22.00	\$325.00	\$7,150.00
21017.0 - SILT SOCK (8INCH) - COMPLETE - L.F.	135.00	\$10.00	\$1,350.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	22.00	\$80.00	\$1,760.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	44.00	\$65.00	\$2,860.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	22.00	\$40.00	\$880.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL -			
EACH	31.00	\$180.00	\$5,580.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	62.00	\$80.00	\$4,960.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	31.00	\$40.00	\$1,240.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	4000.00	\$3.00	\$12,000.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	4992.00	\$15.35	\$76,627.20
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	155.00	\$20.00	\$3,100.00

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018

R.G. Huston Co., Inc.

CONTRACT NO. 8191 DATE: 5/24/18

		100111001	
Item	Quantity	Price	Extension
30208.0 - HAND FORMED CURB AND GUTTER - L.F.	1058.00	\$30.00	\$31,740.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	6740.00	\$5.60	\$37,744.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	8835.00	\$6.15	\$54,335.25
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	80.00	\$25.00	\$2,000.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3		φ20.00	ψ2,000.00
TON	6560.00	\$18.90	\$123,984.00
40201.0 - HMA PAVEMENT 3 LT 58-28S - TON	1200.00	\$63.64	\$76,368.00
40202.0 - HMA PAVEMENT & LT 58-28S - TON	1925.00	\$68.69	\$132,228.25
40202.0 - HMA FAVEMENT 4 ET 30-203 - TON 40218.0 - TACK COAT - GAL	1160.00	\$3.03	\$3,514.80
40218.0 - FACK COAT - GAL 40311.0 - PULVERIZE AND SHAPE - SY	4200.00	\$3.05 \$2.45	\$10,290.00
	315.00	\$75.00	\$23,625.00
40410.0 - CONCRETE SPEED HUMP - S.Y.			
50103.0 - RECONSTRUCT BENCH & FLOWLINES - EACH	2.00	\$2,035.00	\$4,070.00
50201.0 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	500.00	\$0.50	\$250.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	4004.00	\$0.01	\$40.04
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	5635.00	\$0.01	\$56.35
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	100.00	\$110.00	\$11,000.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	1910.00	\$21.85	\$41,733.50
50301.0 - 8 INCH PVC SANITARY SEWER PIPE (SDR-35/26) - L.F.	1111.00	\$144.90	\$160,983.90
50303.0 - 12" PVC SANITARY SEWER PIPE SDR-35/26 - L.F.	2173.00	\$306.20	\$665,372.60
50321.0 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	190.00	\$104.65	\$19,883.50
50325.0 - 18 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	53.00	\$152.05	\$8,058.65
50353.0 - SANITARY SEWER LATERAL (SDR-35/26) - L.F.	2351.00	\$28.26	\$66,439.26
50356.0 - RECONNECT - EACH	80.00	\$4,550.00	\$364,000.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$27,530.00	\$27,530.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	180.00	\$54.00	\$9,720.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	445.00	\$96.20	\$42,809.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	86.00	\$99.00	\$8,514.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	664.00	\$97.75	\$64,906.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	74.50	\$114.05	\$8,496.73
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	79.00	\$115.75	\$9,144.25
50411.0 - 48 INCH TYPE I RCP STORM SEWER PIPE - L.F.	2052.00	\$293.80	\$602,877.60
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	362,50	\$126.70	\$45,928.75
50701.0 - 4' DIA SANITARY SAS - EACH	23.00	\$4,310.00	\$99,130.00
50723.0 - 3'X3' STORM SAS - EACH	10.00	\$3,310.00	\$33,100.00
50724.0 - 4'X4' STORM SAS - EACH	6.00	\$3,720.00	\$22,320.00
50725.0 - 5'X5' STORM SAS - EACH	12.00	\$7,615.00	\$91,380.00
50741.0 - TYPE H INLET - EACH	22.00	\$2,540.00	\$55,880.00
50766.0 - TERRACE INLET TYPE 1 - EACH	3.00	\$6,700.00	\$20,100.00
50768.0 - TERRACE INLET TYPE 3 - EACH	1.00	\$4,900.00	\$4,900.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$320.00	\$960.00
50781.0 - 8 INCH SANITARY SEWER OUTSIDE DROP - V.F.	2.20	\$550.00	\$1,210.00
50791.0 - SANITARY SEWER TAP - EACH	9.00	\$1,125.00	\$10,125.00
50792.0 - STORM SEWER TAP - EACH	3.00	\$1,550.00	\$4,650.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	23.00	\$720.00	\$16,560.00
50802.0 - CONCRETE SUPPORTS - EACH	1.00	\$3,635.00	\$3,635.00
60970.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE,		ψ0,000.00	ψ0,000.00
REFLECTIVE, LINE, 4-INCH - L.F.	100.00	\$1.00	\$100.00
	100.00	ψ1.00	ψ100.00

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
60971.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE,			
DOUBLE LINE, 4-INCH - L.F.	100.00	\$2.00	\$200.00
60975.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE,			
LINE, 24-INCH - L.F.	75.00	\$6.00	\$450.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	340.00	\$123.00	\$41,820.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	2340.00	\$127.25	\$297,765.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	11.00	\$1,455.00	\$16,005.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	11.00	\$1,850.00	\$20,350.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	7.00	\$4,150.00	\$29,050.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	7.00	\$4,500.00	\$31,500.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	43.00	\$2,535.00	\$109,005.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$3,505.00	\$3,505.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	6.00	\$3,315.00	\$19,890.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,400.00	\$1,400.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$1,000.00	\$3,000.00
70090.0 - ABANDON WATER VALVE BOX - EACH	10.00	\$170.00	\$1,700.00
70091.0 - ABANDON WATER VALVE ACCESS STRUCTURE - EACH	1.00	\$1,015.00	\$1,015.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	328.00	\$14.00	\$4,592.00
70104.0 - ADJUST WATER VALVE BOX - EACH	10.00	\$270.00	\$2,700.00
90001.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS -			• • • • • • • •
	50.00	\$25.00	\$1,250.00
90002.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES -			
EACH	50.00	\$6.00	\$300.00
90003.0 - LOWER WATER SERVICE UNDER STORM SEWER - EACH	7.00	\$2,040.00	\$14,280.00
90004.0 - TEMPORARY STEEL PIPE PLUG - EACH	1.00	\$4,670.00	\$4,670.00
90005.0 - TEMPORARY DRIVEWAY ACCESS - LUMP SUM	1.00	\$13,185.00	\$13,185.00
108 Items	Totals		\$4,513,453.48



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

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

Assistant City Engineer Gregory T. Fries, P.E. Kathleen M. Cryan

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

Principal Engineer 1 Christina M. Bachmann, P.E. Eric L. Dundee, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager

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

Steven B, Danner-Rivers

R.G. Huston Co., Inc.

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

BIENNIAL BID BOND

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

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

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

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

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

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

NUMULUSTON PRINCIPAL 7018 Ø R.G. Huston Co., Inc. Land Land COMPANY NAME **EXARPORATE** SEAL SIGNATURE AND TITLE SURETY 11111*1111* SUPJapuary 4, 2018 Travelers Casualty and Surety Company of And AFFIX SEA COMPANY NAME ARIFOR CONN By: SIGNATURE AND TITLE Attorney-in-Fac 1 & AN This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National 283633

for the year 2018 and appointed as attorney in fact with Provider No. authority to execute this bid bond, which power of attorney has not been revoked.

January 4, 2018 DATE

AGENT SIGNATURE

20975 Swenson Drive - Suite 175 ADDRESS

Waukesha, Wisconsin 53186 CITY, STATE AND ZIP CODE

262-317-8044 **TELEPHONE NUMBER** 

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



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



aris C. Jetreau

58440-5-16 Printed in U.S.A.

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

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, and 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 \_\_\_\_\_\_ day of \_\_\_\_\_\_

Kar E. Hugen















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  $2\partial$  day of 5we in the year Two Thousand and Eighteen between **R. G. HUSTON CO., INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>JUNE 19, 2018</u>, 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:

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8191

- 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 <u>SEE SPECIAL PROVISIONS</u>, 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 <u>FOUR MILLION FIVE HUNDRED</u> <u>THIRTEEN THOUSAND FOUR HUNDRED FIFTY-THREE AND 48/100</u> (\$4,513,453,48) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
- 4. Affirmative Action. In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

### Articles of Agreement Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

### Article VIII

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

### Article IX

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

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

### 6. **Contractor Hiring Practices.**

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

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

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

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

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

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

- 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- 2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- 3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- 4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- 5. Comply with all other provisions of Sec. 39.08, MGO.
- c. Exemptions: This section shall not apply when:
  - 1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  - 2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in guestion.

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.

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8191

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. Company Name
denaestert 6718	A 6/7/18
Date Date	President Date
Vutness pale	Secretary
CITY OF MADISON, WISCONSIN	Secretary Secretary Approved as to form: Seconstructure Seconstruc
Provisions have been made to pay the liability that will accrue under this contract.	Approved as to form:
philipping	
Finance Director	City Attorney
Xan Cim	Mayor 16 July 2018 Maiboth Witzel-Bell 6-29-2018
Witness	Mayor Date Date Maishoff Witzel-Bell 6-29-2018
Witness	City Clerk Date

H-5

# 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 <u>Hartford, Connecticut</u> as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of <u>FOUR MILLION FIVE HUNDRED THIRTEEN THOUSAND FOUR</u> <u>HUNDRED FIFTY-THREE AND 48/100</u> (\$4,513,453.48)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:

# N. BLACKHAWK AVENUE, BRUCE COURT, AND HEATHER CREST RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8191

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 this20thday	/ ofJune, 2018	MAMMINI
Countersigned:	R. G. HUSTON CO., INC. Company Name (Principal) President	CORPORATE SEAL 1970
Approved as to form: City Attorney	By HALTAL	ety Company of America Seal Commission HAR FORD, ennis M. Barton
This certifies that I have been duly licensed as an National Producer Number <u>283633</u> for with authority to execute this payment and perform revoked. June 20, 2018	the year and appointe	d as attorne y fact. Will have been

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			- <b>G</b>

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

### POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DENNIS M BARTON** of **MILWAUKEE** 

Wisconsin , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.



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

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

My Commission expires the 30th day of June, 2021



morie c Intreault

Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 20th day of June , 2018

Kevin E. Hughes, Assistant Secretary

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