

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 9432
HAWKS LANDING NORTH FLOOD MITIGATION

R. G. HUSTON CO., INC.

\$2,392,630.00

Sub-Total

Acct. No. 11704-84-174: 54445 (91345)
Contingency 8%±
Sub-Total

\$789,044.28
63,125.72
\$852,170.00

Acct. No. 11704-84-174-84400: 54445 (91345)
Contingency 8%±
Sub-Total

\$1,514,176.16
121,133.84
\$1,635,310.00

Acct. No. 11704-86-179; 54445 (91360)
Contingency 8%±
Sub-Total

\$89,409.56
7,150.44
\$96,560.00

GRAND TOTAL

\$2,584,040.00

Showing 1 to 10 of 11 entries

 Filter

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

Preferred Name	Name	E-mail	Phone	Address
	*			Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI United States County 53717

ing	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments
urety	Property and Casualty	N	N	01/02/2009	

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

\$2,392,630.00
FILE COPY

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

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HAWKS LANDING NORTH FLOOD MITIGATION

CONTRACT NO. 9432

PROJECT NO. 11704

MUNIS NO. 11704

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON DECEMBER 6, 2022

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**HAWKS LANDING NORTH FLOOD MITIGATION
CONTRACT NO. 9432**

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This Proposal, and Agreement have
been prepared by:

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

Christy Bachmann for:
James M. Wolfe, P.E., City Engineer

JMW: js

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:	HAWKS LANDING NORTH FLOOD MITIGATION
CONTRACT NO.:	9432
SBE GOAL	20%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	10/13/2022
BID SUBMISSION (2:00 P.M.)	10/20/2022
BID OPEN (2:30 P.M.)	10/20/2022
PUBLISHED IN WSJ	10/6/2022 & 10/13/2022

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

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

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

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney at (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2022 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, www.cityofmadison.com/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

HAWKS LANDING NORTH FLOOD MITIGATION CONTRACT NO. 9432

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 101: DEFINITION AND TERMS

The term "Engineer" shall mean the City Engineer of the City of Madison acting personally or through a duly authorized representative or MSA Professional Services, Inc. acting through the City of Madison.

SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104: SCOPE OF WORK

This contract and associated plan set describes the work necessary to construct two stormwater ponds and associated storm sewer on City of Madison owned parcel at the north end of Grassy Hallow Drive. The project also includes the grading and stabilization of approximately 280 linear feet of channel and storm sewer main, water main and street reconstruction.

SECTION 104.1: LANDS FOR WORK

The Contractor shall be aware that this parcel is adjacent to several private parcels. The Contractor shall not work outside of the defined grading limits shown on the plan set.

SECTION 104.4: INCREASE OR DECREASE QUANTITIES

The Contractor shall note that some bid item quantities may increase or decrease based on conditions encountered in the field. If the actual quantities vary from the plan quantity by more than allowed in Section 104.4 of the Standard Specifications for Public Works Construction, no additional compensation shall be given for increasing or decreasing quantities.

The bid prices for this item shall remain per the bid documents regardless of the percentage changes.

SECTION 105.12: COOPERATION OF THE CONTRACTOR

The City of Madison is not aware of other projects taking place in the vicinity of this project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, signs, utilities, street lights, and any other structures or amenities that are indicated on the plans to remain. The Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

The Contractor shall use care around existing trees to remain and as shown on the plans as protected with construction fencing. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. Several trees are noted on plans to follow the "No Root Cutting" procedures as identified in the standard specifications. The Contractor shall not store materials or equipment within in 6 ft. of any existing tree that is to remain.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating.

Site Access

Access to the pond parcels (Farm Field West Pond and Farm Field East Pond) shall be taken off of Grassy Hollow Drive or Sugar Maple Lane. Access shall not be taken from Red Tail Drive for anything other than the underground storm sewer construction within the Permanent Limited Easement (PLE).

Coordination with Utilities

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Private utility companies will also need to relocate a number of facilities within the project limits. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

The following utility conflicts have been identified and require coordination as follows:

- MG&E Gas
- Alliant Energy Electric
- TDS Fiber

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

It shall be the responsibility of the Contractor to schedule work to minimize the inconvenience to the local traffic, and/or businesses located along the project street(s).

The Contractor shall notify the adjacent residences that may be directly affected by proposed construction activities (water shutoff, access during excavation activities or pavement placement and curing, etc.). This notification shall be at least 24 hours prior to the proposed construction activity and shall be delivered either by personal contact and/or by placing a written notification in a conspicuous location at each property. The notification shall clearly indicate the type of construction activity, the start date and time, the finish date and time, and what the effect will be upon the property owner or what response the Contractor is expecting from said property owner. Additionally, the Contractor shall provide similar notice to the City of Madison, Police, Fire, EMS, solid waste pick-up contractor, etc. This work shall be incidental to construction.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall take extreme care to protect fencing, landscaping, and any structures located near the construction limits of this project.

Trees within Temporary Limited Easements (TLE) shall be protected with construction fencing during construction. No Root Cut will be required for work in close proximity to trees that will remain.

Construction fencing shall be placed to mark the limits of the TLEs during construction for the underground storm sewer work that is adjacent to the single family homes. Lathe and staking shall be required to mark the boundary of the TLE within the farm field during construction. Lath and marking of the TLE within the farm parcel is considered incidental to this project and no additional compensation shall be provided. All construction fencing will be paid for separately under bid item 21302.

During work within easements as shown on the plans, anything outside the easement damaged during construction to be restored at the expense of the Contactor.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Work within Hill Creek Drive shall be phased to maintain bus routes. Two-way traffic may be maintained via flaggers on a single lane, during working hours.

- 2 PCMS for 7 days prior to the work within Hill Creek Drive (one in each direction of travel):
 - - ROAD
 - WORK
 - BEGINS
 - -----
 - MONDAY
 - (date)

Red Tail Drive may be closed to thru traffic for the duration of construction. Sign a detour route to use Lawn Brook Drive. Stagger Type III barricades at intersections to allow local access to driveways. Maintain emergency vehicle access at all times. Maintain access to residential driveways from at least one end of the street. Notify property owners at least 48 hours in advance of any disruption to their driveway access.

Portable, Changeable Message Boards (PCMS) requirements:

- 2 PCMS for 7 days prior to the Red Tail Drive closure (one in each direction of travel):
 - THIS
 - BLOCK
 - CLOSED
 - -----
 - STARTING
 - MONDAY
 - (date)

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.

Measure traffic control as a lump sum. Payment for traffic control is full compensation for constructing, assembling, hauling, erecting, re-erecting, maintaining, restoring, and removing non-permanent traffic signs, drums, barricades, and similar control devices, for providing, placing, and maintaining work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Measure temporary pavement markings, electronic arrow boards and changeable message signs as separate bid items. Install "Type A" low intensity flashing lights on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

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

Contact Metro Transit, MetroNotice@cityofmadison.com and Madison Metropolitan School District, transportation@madison.k12.wi.us, at least seven days prior to any impacts to bus routes.

Remove on-street parking, as needed, by posting temporary "No Parking" signs. Contact John Villarreal, Parking Utility, (608) 267-8756, jvillarreal@cityofmadison.com seven days prior to needing temporary No Parking signs. Signs must be posted and verified by City Parking Enforcement at least 48 hours in advance of towing.

Do not remove existing street signs. Contact Phil Nehmer, pnehmer@cityofmadison.com, (608) 266-4769, for sign removals at least 48 hours prior to needing signs removed. There is no charge to the contractor for this service.

Maintain temporary No Parking signs until all permanent signing is in place by City Traffic Engineering. Once terrace work is complete, contact Phil Nehmer, pnehmer@cityofmadison.com, (608) 266-4769, to install permanent signs. Allow at least seven days for permanent signs to be installed.

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

ARTICLE 108.2 **PERMITS**

- The City of Madison has submitted a DNR Water Resources Application for Projects Permits (WRAPP)

A City of Madison Erosion Control permit has been applied for and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events, and this work will be paid for under the appropriate bid item. A copy of the permit is available at the City of Madison, Engineering Division office.

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. If appropriate items are not included in the contract, they shall be considered Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office.

Copies of these permits will be provided to Contractor prior to start of construction. The Contractor must keep a copy of each individual permit on site at all times throughout construction.

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

SECTION 109.2 **PROSECUTION OF WORK**

The Contractor shall begin work on **JANUARY 2, 2023**. All work shall be completed on or prior to **JUNE 2, 2023**.

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

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. within the roadway or pond areas unless approved by the Engineer in writing.

City expects that all permits applied for by the City listed in Section 108.2 will be obtained prior to the named start date. If elements of work critical to the schedule are delayed beyond the agreed start date due solely to the City's failure to obtain the permits listed in Section 108.2, the Completion Date will be adjusted accordingly. However, such delays shall not be grounds for any compensation from the City or adjustment in unit prices.

Work shall begin only after the start work letter is received.

SECTION 107.13 TREE PROTECTION

The Contractor is advised to review Section 107.13 of the Standard Specifications for tree protection.

All trees shall be saved except those trees marked for removal on the plans, and with pink paint in the field. Because of the intent to save trees, there are trees to be saved that are inside the construction limits. It is recognized that grading operations and root cutting of these trees may need to occur within 5 feet of these trees in order to complete the work, but care must be taken in these areas. Roots shall be cut cleanly by using a saw, axe, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation is complete. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable. Grading within 5' of the trees within the construction area, if absolutely required, shall be minimized.

With regard to Section 107.13(f), pruning to accommodate construction equipment invading the tree crown may be done by the Contractor, with advance permission from the Construction Engineer. No pruning will be performed by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications.

With regard to Section 107.14(g), no equipment or materials will be allowed to be parked on, or piled on areas within 5 feet of a tree. Construction traffic within 5 feet of a tree will be allowed only where necessary to complete grading operations, as described above, at the discretion of the Construction Engineer.

Where noted on the plan set, trees shall be protected. The Contractor shall mark these trees, or place temporary fencing between the work area and tree. Construction Fencing shall be paid separately under Bid Item 21302.

BID ITEM 10911: MOBILIZATION

DESCRIPTION

Work under this item shall include all costs associated with mobilization of the Contractor to the site. The Contractor shall not stage equipment or materials outside of the project limits.

Damage to curb and gutter, sidewalks, streets, or other features within the Right of Way, or on adjacent property, shall be the responsibility of the Contractor to repair at no additional cost to the City. This shall include sidewalk and curb and gutter damaged due to site access.

The Construction Engineer and/or Project Engineer shall determine extents of damage and required replacement.

It is anticipated that work on the ponds will commence during the winter or spring and underground utility and street work will commence during the spring and summer. One mobilization will be awarded for this project.

METHOD OF MEASUREMENT

Mobilization shall be measured as a Lump Sum.

BASIS OF PAYMENT

Mobilization shall be measured as described above, and shall be paid at the contract unit price, which shall be considered full compensation for work as defined in this bid item.

BID ITEM 20101: EXCAVATION CUT

DESCRIPTION

Work under this item shall include all labor, equipment, materials, and incidentals necessary to excavate to grades as represented by the contours on the plan set, as shown on the cross-sections, or as defined in these Special Provisions. The bid item excludes the stripping of topsoil, which is paid under Bid Item 20221.

Cut and Fill quantities were calculated using Civil 3D Volumes Dashboard Analysis. Unless there are significant changes (>10% volume change), the plan quantity shall be the final amount for payment. No expansion or shrinkage factors have been applied to the earthwork quantities.

- Topsoil (Paid Under Bid Item 20221)
 - a. Topsoil Stripping 9911 C.Y. (Paid Under Bid Item 20221)
 - i. Assumed 8-Inch depth in farm field area and 6-Inch depth in all other non-pavement disturbed areas.
 - b. Topsoil Replacement: 8353 C.Y. (Paid Under Bid Item 20221)
 - i. Assumed 6-Inch depth in pond and roadway terrace areas; 3-Inch depth in pond maintenance access road area; 10-Inch depth in farm field TLE access area
 - c. Estimated Excess Topsoil: 1558 C.Y. (Paid Under Bid Item 20221)
- Total Cut: 73,196 C.Y.
 - d. Excavation cut (in excess of topsoil removal): 71,840 CY
 - e. Over-excavation for maintenance path access road: 1,141 CY
 - f. Pavement removal for utilities: 216 CY
- Total Fill: 2,750 C.Y.
- Utility trench material including trench spoils and trench backfill is paid for separately and not included in Excavation Cut calculations.

Topsoil segregation, temporary stockpiling, and redistribution over disturbed areas, shall be paid under Bid Item 20221 -Topsoil.

Placement of on-site fill shall be included in this bid item. Excess material generated during pond construction shall be hauled off-site and disposed of by the Contractor at a site provided by the Contractor.

If there are substantial changes in the pond grading, City crews shall survey the area and the difference in Excavation Cut over/under the existing terrain shall be calculated on an in-place basis by the Project Engineer.

All on-site stockpiles shall be enclosed with a silt fence paid under Bid Items 21022, Silt Fence - Provide, Install & Maintain; and 21023, Silt Fence - Remove and Restore. No material is permitted to be stockpiled in the pond, or the wooded areas. The Contractor shall not store Excavation Cut on site, except for topsoil, for periods longer than 1 day, without permission of the Project or Construction Engineer. The Contractor shall be mindful of predicted weather events and remove cut material accordingly.

MILL & OVERLAY/PATCHING CRITERIA

All pavement patching must be completed in accordance with Article 409 of the City of Madison Standard Specifications.

Full-depth asphalt and base removal as required for utility construction in accordance with Article 409 of the City of Madison Standard Specifications shall be considered inclusive to Excavation Cut.

METHOD OF MEASUREMENT

Excavation Cut within the limits shown in the plan set, or as defined in these Special Provisions, shall be paid based on the "Plan Quantity" without measurement thereof. No changes to this quantity shall be approved unless there are modifications to the plan that result in significant (>10%) increase or decrease in quantity.

BASIS OF PAYMENT

Excavation Cut shall be paid at the contract unit price for the work as described above, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20140: GEOTEXTILE FABRIC TYPE SAS NON WOVEN, BID ITEM 20219 BREAKER RUN & BID ITEM 40321 UNDERCUT

These bid items are undistributed quantities if poor soil conditions are discovered during pavement patching that warrant undercut operations. Undercut shall be paid for under Bid Item Undercut. Placement of Geotextile Fabric Type SAS Non-Woven shall be placed in undercut areas and paid for per Square Yard placed. No payment shall be made if these items are not used.

BID ITEM 20221: TOPSOIL

DESCRIPTION

This bid item shall include all work, material, equipment, and incidentals required to segregate existing topsoil, stockpile sufficient topsoil for site restoration, and redistribute topsoil over disturbed areas that are not otherwise stabilized or under water. Topsoil thickness shall be as follows:

- Topsoil
 - a. Topsoil Stripping 9911 C.Y. (Paid Under Bid Item 20221)
 - i. Assumed 8-Inch depth in farm field area and 6-Inch depth in all other non-pavement disturbed areas.
 - b. Topsoil Replacement: 8353 C.Y. (Paid Under Bid Item 20221)
 - i. Assumed 6-Inch depth in pond and roadway terrace areas; 3-Inch depth in pond maintenance access road area; 10-Inch depth in farm field TLE access area
 - c. Estimated Excess Topsoil: 1558 C.Y. (Paid Under Bid Item 20221)

It is anticipated that all necessary topsoil to complete this bid item will be generated on-site; import is not anticipated. The final contours shown on the plan set include grades after topsoil placement. Grading shall be planned accordingly.

The Contractor and Construction Engineer or Project Engineer shall agree on a method and location for topsoil stockpiling.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard, based on "Plan Quantity" without measurement thereof. The quantity was determined by measuring the non-pavement restoration limits and then adding 5% for overage.

BASIS OF PAYMENT

Topsoil shall be paid at the contract unit price for work as defined above, which shall be considered full compensation for work, materials, labor, and incidentals necessary to complete the work.

BID ITEM 20404: CLEARING

Work under this bid item shall include all work, equipment, and incidentals necessary to remove trees, brush, and fallen material as shown on the contract drawings.

TREES TO REMAIN

No tree clearing shall occur between June 1 and July 31.
The Contractor shall note that many trees within the project limits are to remain. These trees are individually identified in the plans. The Contractor shall locate the trees to remain and mark them appropriately so that they are not removed.

TREE REMOVAL AND STUMP MANAGEMENT

Any tree or shrub not identified to remain, shall be cut and fully removed from the site, to a location provided by the Contractor. The Contractor shall haul this material off site and dispose of it appropriately.

- Estimated Quantity of Tree Removal: 13 trees, totaling 91 inches DBH, plus a contingency of 10% for growth since measurements were taken

PROTECTION OF TREES TO REMAIN

Trees identified to remain shall be protected from damage. Limbing and pruning may be permitted to facilitate adjacent tree removal. Prior to limbing trees to remain, the Contractor shall receive permission from the Project Engineer or Construction Engineer to do so.
Any questions pertaining to tree removal or tree limbing shall be brought to the immediate attention of the Project Engineer.

METHOD OF MEASUREMENT

Clearing shall be measured per Inch Diameter measured at Breast Height for all work defined in this Special Provision.

BASIS OF PAYMENT

Clearing shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to remove the trees and brush as described above, treat stumps outside the grading limits, and remove all fallen trees. This bid item also includes hauling all materials off site and disposing of them properly.

BID ITEM 20406: GRUBBING

Work under this bid item shall include all work, equipment, and incidentals necessary to remove trees, brush, and fallen material as shown on the contract drawings.

TREES TO REMAIN

No grubbing shall occur between June 1 and July 31.

TREE REMOVAL AND STUMP MANAGEMENT

Any tree or shrub not identified to remain, shall be cut and fully removed from the site, to a location provided by the Contractor.

Stumps shall be fully grubbed to accommodate earth moving. Material generated from grubbing shall be the responsibility of the Contractor. The Contractor shall haul this material off site and dispose of it appropriately.

Trees, stumps and brush outside of the grading limits shall NOT be grubbed. The Contractor shall limit soil disturbance outside of the grading limits, and therefore shall not remove trees or brush in this area by pulling the vegetation, or by pulling stumps.

METHOD OF MEASUREMENT

Grubbing shall be measured per Inch Diameter measured at Breast Height for all work defined in this Special Provision.

BASIS OF PAYMENT

Grubbing shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to

remove the trees and brush as described above, grub stumps within the grading limits, and remove all fallen trees. This bid item also includes hauling all materials off site and disposing of them properly.

ARTICLE 409 MILL & OVERLAY/PATCHING CRITERIA

Where asphalt pavement replacement is shown on plans, typical section is to conform to design criteria of a Type A roadway as shown on City of Madison Standard Detail Drawings 4.02 and 4.06.

ARTICLE 501 SEWER AND SEWER STRUCTURES GENERAL

STORM SEWER GENERAL

The Storm Sewer Designer for this project is MSA Professional Services. If you have questions on the storm sewer design contact Janet Schmidt. She may be reached at jschmidt@cityofmadison.com or 608-261-9688.

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 ULOs are completed and approval of the design engineer has been received. All precast structure shop drawing approvals shall be sent to jschmidt@cityofmadison.com.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water contact for this project is Jeff Belshaw. Jeff may be reached at (608) 206-3856 or jbelshaw@madisonwater.org.

BID ITEM 70005: FURNISH AND INSTALL 12 IN PIPE & FITTINGS

Backfill for water main shall be paid separately and will not be included in Furnish and Install 12 In Pipe & Fittings Bid Item.

**BID ITEM 90001: SLOPE PROTECTION TREATMENT
DESCRIPTION**

This work shall consist of furnishing and placing the Flexamat, or similar approved tied concrete block erosion control mat, system in accordance with this specification and conforming with the lines, grades, design, and dimensions shown on the plans.

MATERIALS

Flexamat is manufactured from individual concrete blocks tied together with high strength polypropylene bi-axial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

Tied Concrete Block Mats shall be Flexamat, manufactured by Motz Enterprises, Inc. or approved equal (See Section 3, Alternative Products).

Blocks. Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Meet a minimum compressive strength of 5,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart. Exterior of the blocks shall have a coarse, non-slip surface, with no noticeable protrusions or bumps.

Polypropylene Bi-Axial Geogrid. Provide revetment mat that is constructed of a high tenacity, low elongating, and continuous filament polypropylene fibers that is securely cast into and embedded within the base of the concrete blocks and obtains connection strength greater than that of the geogrid. Ensure the geogrid meets the requirements of Table 1:

Table 1
Polypropylene Bi-Axial Geogrid

Description	Requirement
UV Stabilization	2% Carbon Black
Ultimate Tensile Strength	2055 lb./lf

Leno Weave Five-Pick Netting

GSM	g/m ²	
		118 (-3 ~ +3)
Density	Picks/10cm	62 x 24 (+/- 2)
Warp Strength	N/5cm	>350
Warp Elongation	%	20-50
Weft Strength	N/5cm	>280
Weft Elongation	%	20 - 50
Warp Shrinkage	%	<7
Weft Shrinkage	%	<9

Underlayment Materials – Three backing options:

- Standard Flexamat – Includes Curlex® II backing
 - Flexamat Plus – Includes both Curlex® II and Recyclex TRM-V
 - Flexamat with Filter Fabric – Includes non-woven filter fabric backing.
- The backing material shall be packaged within roll of Flexamat.

Curlex® II:

Curlex II erosion control blanket (ECB) consists of a specific cut of naturally seed free Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket is covered with degradable polypropylene netting.

<u>Index Property</u>	<u>Test Method</u>	<u>Value</u>
Thickness	ASTM D 6525	0.418 in (10.62 mm)
Light Penetration	ASTM D 6567	34.6%
Resiliency	ASTM D 6524	64%
Mass per Unit Area	ASTM D 6475	0.57 lb/yd ² (309 g/m ²)
MD-Tensile Strength Max.	ASTM D 6818	127.0 lb/ft (1.9 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	50.9 lb/ft (0.7 kN/m)
MD-Elongation	ASTM D 6818	28.64%
TD-Elongation	ASTM D 6818	29.84%

Swell	ECTC Procedure	89%
Water Absorption	ASTM D 1117/ECTC	199%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.84 @ 2 in/hr ^{2,3}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.19 @ 4 in/hr ^{2,3}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.56 @ 6 in/hr ^{2,3}
Bench-Scale Shear	ECTC Method 3	2.6 lb/ft ² @ 0.5 in soil loss ³
Germination Improvement	ECTC Method 4	645%

¹ Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen excelsior is 22%.

² SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. ³ Bench-scale index values should not be used for design purposes.

Recyclex® TRM:

Recyclex TRM – V is a permanent non-degradable Turf Reinforcement Mat (TRM), consists of 100% post-consumer recycled polyester (green or brown bottles) with 80% five-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the TRM. The top and bottom of each TRM is covered with heavy duty polypropylene net. Fibers are tightly crimped and curled to allow fiber interlock, and to retain 95% memory of the original shape after loading by hydraulic events. Fibers have a specific gravity greater than 1.0; therefore, the blanket will not float during hydraulic events. Recyclex TRM – V meets Federal Government Executive Order initiatives for use of products made from, or incorporating, recycled materials. Recyclex TRM – V shall be manufactured in the U.S.A. and the fibers shall be made from 100a% recycled post-consumer goods.

<u>Index Property</u>	<u>Test Method</u>	<u>Value</u>
Thickness	ASTM D 6525	0.294 in (7.47 mm)
Light Penetration	ASTM D 6567	57%
Resiliency	ASTM D 6524	86%
Mass per Unit Area	ASTM D 6566	0.50 lb/yd ² (271 g/m ²)
MD-Tensile Strength Max.	ASTM D 6818	295.2 lb/ft (4.32 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	194.4 lb/ft (2.85 kN/m)
MD-Elongation	ASTM D 6818	32.2%
TD-Elongation	ASTM D 6818	40.8%
Swell	ECTC Procedure	8%
Water Absorption	ASTM D 1117/ECTC	33.8%
Specific Gravity	ASTM D 792	1.21
UV Stability	ASTM D 4355 (1,000 hr)	80% minimum
Porosity	Calculated	97.5%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 4.13 @ 2 in/hr ^{1,2}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 4.97 @ 4 in/hr ^{1,2}
Bench-Scale Rain Splash	ECTC Method 2	SLR = 5.99 @ 6 in/hr ^{1,2}
Bench-Scale Shear	ECTC Method 3	2.40 lb/ft ² @ 0.5 in soil loss ²
Germination Improvement	ECTC Method 4	353%

¹ SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. ² Bench-scale index values should not be used for design purposes

10oz non-woven filter fabric:

The underlayment material shall be packaged in roll of Flexamat and shall meet the following characteristics:

Property	Test Method	English	Metric
Weight - Typical	ASTM D-5261	10 oz/sy	339 g/sm
Tensile Strength	ASTM D-4632	250 lbs	1,112 N
Elongation @ Break	ASTM D-4632	50%	50%
Mullen Burst*	ASTM D-3786*	500 psi	3,447 kPa
Puncture Strength*	ASTM D-4833*	155 lbs	690 N
CBR Puncture	ASTM D-6241	700 lbs	3,115 N
Trapezoidal Tear	ASTM D-4533	100 lbs	444 N
Apparent Opening Size	ASTM D-4751	100 US Sieve	0.150 mm
Permittivity	ASTM D-4491	1.20 Sec-1	1.20 Sec-1
Water Flow Rate	ASTM D-4491	80 g/min/sf	3,251 l/min/sm
UV Resistance @ 500 Hours	ASTM D-4355	70%	70%

Cover the mat or otherwise protect it during long periods of storage to protect against degradation of the backing material as recommended by the manufacturer.

Mats will be rolled for shipment and are packaged with handling straps. These handling straps shall only be used for lifting below 2 ft. to place heavy duty lifting straps under rolls. Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, cover or tarp the rolls to minimize UV exposure.

All mats to be inspected upon delivery. Assure that all units are sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction.

Chipping or missing concrete resulting in a weight loss exceeding 15% of the average weight of a concrete unit is grounds for rejection by the engineer. Replace, repair or patch the damaged areas per the manufacturer's recommendations.

Alternative products may be considered if composition matches the materials detailed in Section 2. Such products must be pre-approved in writing by the Engineer prior to bid date. Alternative product packages must be submitted to the Engineer a minimum of fifteen (15) days prior to bid date. Submittal packages for alternate products must include, as a minimum, the following:

- a. Product Properties – Composition of materials, stating product is comprised of the following components:
 - i. Concrete Blocks - minimum compressive strength of 5,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart.
 - ii. Polypropylene Bi-Axial Geogrid – minimum tensile strength of 2055lbs
 - iii. Leno Weave Five-Pick Netting – packaged within roll, between concrete blocks and the underlayment.
 - iv. Underlayment - Minimum of a double-net excelsior (wood fiber) blanket, plus additional turf reinforcement or filter fabric as specified by design engineer. Underlayment must be packaged within the Tied Concrete Block Mat rolls.
- b. Full-Scale laboratory testing performed by an independent 3rd party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed Tied-Concrete Block Erosion Control Mat meets the performance requirements listed in Section 3 of this specification.
- c. A list of 15 comparable projects in terms of project size, application and material dimensions in the United States, where the results of the specific alternative material's use can be verified and reviewed for system integrity and sustained after a minimum of 10 years of service life.

CONSTRUCTION

Prior to installing Flexamat, prepare the subgrade as detailed in the plans. All subgrade surfaces to be smooth and free of all rocks, stones, sticks, roots, and other protrusions or debris of any kind that would result in an individual block being raised more than 3/4 in. above the adjoining blocks. When seeding is shown on the plans, provide subgrade material that can sustain growth.

Ensure the prepared subgrade provides a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape to concentrate flow to middle of mat or mats.

When vegetation is required, distribute seed on the prepared topsoil subgrade before installation of the concrete mats in accordance with the specifications.

Install mats to the line and grade shown on the plans and per the manufacturer's guidelines. The manufacturer or authorized representative will provide technical assistance during the slope preparation and installation of the concrete block mats as needed.

Provide a minimum 18 in. deep concrete mat embedment toe trench at all edges exposed to concentrated flows. Recess exterior edges subject to sheet flow a minimum of 3 in.

When needed, provide fastening or anchoring as recommended by the manufacturer or engineer for the site conditions.

For seams parallel to the flow line in ditch or channel applications, center a minimum 3 ft. wide strip of soil retention blanket under the seam. Fasten along the seam at 5 ft. maximum spacing. Parallel seams in the center of the ditch shall be avoided when possible.

Shingle seams perpendicular to the flow line with the downstream mat recessed a minimum of 2 blocks under the upstream mat and fastened together along the seam at 2 ft. maximum spacing if required by manufacturer or engineer.

MEASUREMENT

This Item will be measured by the square yard, as shown on the plans, complete in place.

BASIS OF PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexamat". This price is full compensation for loading and transporting, placing concrete block mats; excavation and disposal; furnishing topsoil and bedding; and equipment, labor, materials, tools, and incidentals.

BID ITEM 90002: S-2 OUTLET STRUCTURE

S-2 Outlet Structure shall include all work, equipment, and incidentals necessary to furnish and install the Precast Reinforced Outlet Control Structure S-2 as indicated in the contract drawings. The contract price shall include furnishing all labor and materials necessary to perform the work, including access door, gate, chain lock bracket, excavation; installation and removal of sheeting and bracing; removal of water from the excavation; disposal of surplus material from the excavation; backfilling the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, reconnection of all existing pipes, connection of new pipes, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of outlet structure.

BID ITEM 90003: HAALA SF 1849986 18-IN X 49-IN, OR APPROVED EQUAL

Work under this item shall include all work, equipment, and incidentals necessary to furnish and install the HAALA SF 1849986 18-in x 49-in Side Flow Grate, or approved equal, as indicated on the contract drawings. Side flow grates to be installed in pond facing wall of SAS S-3, per manufacturer's specifications. Invert of grates to match invert of 18-Inch RCP outlet pipe.

BID ITEM 90005: TERRACE SEED MIX & FERTILIZER

Work under this item shall include all work, equipment and incidentals necessary to place Shade or Sun Terrace Mix and fertilizer in the disturbed areas outside of the stormwater basin limits. The seeding and fertilizer work shall conform to the specifications in Article 207 – Seeding.

All topsoil placement and grading shall be paid under bid item 20221 TOPSOIL and is not included in the Terrace Seed Mix & Fertilizer item.

METHOD OF MEASUREMENT

Terrace Seed Mix & Fertilizer shall be measured per Square Yard for all work defined in this Special Provision.

BASIS OF PAYMENT

Grubbing shall be measured as described above and shall be paid for at the contract unit price which shall be considered full compensation for all work, materials, equipment, and incidentals necessary to place terrace seed mix and fertilizer as described above.

BID ITEM 90030: STORM CONTROL PLAN

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to prepare a storm control plan and to implement the approved plan. The Storm Control Plan shall control dry and wet weather flow within the channel and pond area for the duration of the project, including any storm sewer rerouting necessary for the sewer installation, pond construction, and channel grading. The Contractor shall take all necessary steps to protect the new and existing structures, as well as grading, from damage during construction rain events. Any work, materials, and incidentals necessary to repair and restore the site due to the Storm Control Plan and Implementation shall be considered incidental to this bid item. The Contractor shall be prepared to manage storm flow and secure construction materials and grading during rain events.

The Contractor shall be prepared to discuss their storm control plan in detail at the pre-construction meeting. Any additional equipment, erosion control devices, stone, etc. as required to manage storm events shall be included with this bid item.

The Contractor shall be aware that any storm sewer dewatering, including trench dewatering or pumping of accumulated storm water, shall include treatment for sediment removal prior to discharge off-site. At a minimum, this treatment shall include filtering the water via a sediment bag prior to discharge. The geotextile bag shall have a 0.040 mm apparent opening size (AOS).

If, at the determination of the Construction Engineer, this treatment process is not providing sufficient sediment removal, the Contractor shall add polymer to the sediment bag. These polymers shall comply with the WDOT standards for Polyacrylamide Soil Stabilizers and shall conform to the WDOT's Product Acceptability List (PAL) for Soil Stabilizers, Type B and shall be included in this bid item.

METHOD OF MEASUREMENT

Storm Control shall be measured as a Lump Sum for all storm control necessary throughout construction.

BASIS OF PAYMENT

Storm Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for all labor, materials, equipment, and incidentals necessary to control storm flows, divert stormwater, and treat stormwater prior to discharge for the duration of the project.

BID ITEM 90071: FURNISH AND INSTALL CURB BOX

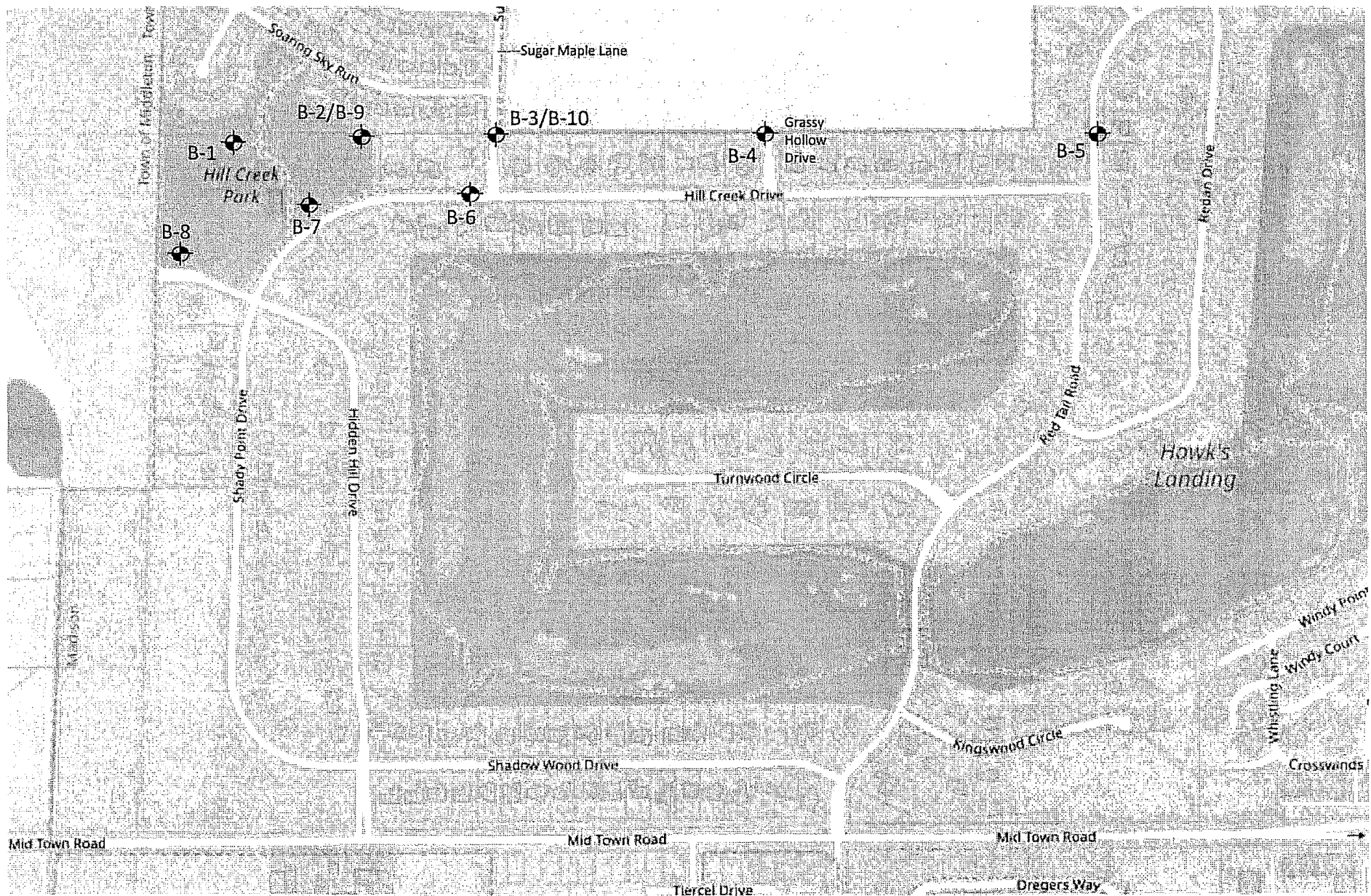
Work under this item will be paid for in accordance with section 704.27 of the City of Madison Standard Specifications for Public Works Construction -2022.

BID ITEM 90072: FURNIISH AND INSTALL 1-IN CURB STOP


Work under this item will be paid for in accordance with section 704.28 of the City of Madison Standard Specifications for Public Works Construction -2022.

BID ITEM 90073: ABANDON EXISTING CURB BOX

Work under this item will be paid for in accordance with section 704.29 of the City of Madison Standard Specifications for Public Works Construction -2022.



Legend


 Denotes Boring Location



Notes

1. Boring locations are approximate
2. Soil Borings performed by Badger State Drilling in March and April 2019

Scale: Reduced

Date: 4/2019	
Job No. C19051-5	

**Soil Boring Location Plan
Hill Creek Storm Sewer
Madison, WI**



LOG OF TEST BORING

Project Hill Creek Storm Sewer
N 43.0385°, W 89.5587°
 Location Madison, WI

Boring No. B-3
 Surface Elevation (ft) 1103±
 Job No. C19051-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					9 in. Base Course					
1	6	M	7		FILL: Stiff to Very Stiff Brown Clay to 3 ft	(2.0)				
2	10	M	5		Loose Dark Brown Sand to 5 ft					
3	12	M	26		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	14	M	25							
5	16	M	31							
6	14	M	20		Medium Dense, Brown Fine to Coarse SAND, Little to Some Silt and Gravel (SP-SM/SM)					
					Medium Dense, Reddish-Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
					Rough Drilling Noted by Drillers Beginning at 21 ft End Boring at 22 ft Due to Auger Refusal					
					Backfilled with Bentonite Chips					

WATER LEVEL OBSERVATIONS					GENERAL NOTES	
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling	<input type="checkbox"/> NW		Start	3/18/19 End 3/18/19
Time After Drilling					Driller	BSD Chief MC Rig CME-45
Depth to Water					Logger	JF Editor ESF
Depth to Cave in					Drill Method	2 1/4" HSA, Autohammer
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.						



LOG OF TEST BORING

Project Hill Creek Storm Sewer
N 43.0384°, W 89.5576°
 Location Madison, WI

Boring No. B-4
 Surface Elevation (ft) 1084±
 Job No. C19051-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
1	6	M	14	0-6	FILL: Stiff, Dark Brown/Gray Clay over Medium Dense Sand and Gravel	(1.5)				
2	12	M	6	6-12	Medium Stiff, Brown Lean CLAY, Trace Sand (CL)	(0.75)				
3	12	M	27	12-27	Medium Dense, Light Brown Fine SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)					
4	16	M	39	27-39	Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5	18	M	40	39-40	Hard Drilling Noted by Drillers Beginning at 15 ft					
6	0		50/1"	40-50/1"	End Boring at 18.5 ft Due to Spoon/Auger Refusal Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 3/18/19 End 3/18/19
 Driller BSD Chief MC Rig CME-45
 Logger JF Editor ESF
 Drill Method 2 1/4" HSA, Autohammer

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



LOG OF TEST BORING

Project Hill Creek Storm Sewer
N 43.0385°, W 89.5492°
 Location Madison, WI

Boring No. B-5
 Surface Elevation (ft) 1098±
 Job No. C19051-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (tsf)	W	LL	PL	LI
					X	4 in. Asphalt Pavement/12 in. Base Course				
1	14	M	31		X	FILL: Dense Brown Silty Sand and Gravel				
2	14	M	10		5	Stiff to Very Stiff, Brown Silty Lean CLAY (CL)				
3	14	M	8			(2.75)				
4	18	M	7			(1.5)				
					10	Loose, Brown SILT, Little to Some Sand and Gravel (ML)				
						Medium Dense, Brown Fine to Medium SAND, Some Gravel, Little to Some Silt (SP-SM/SM)				
5	16	W	22		15					
6	16	W	20		20					
7	16	W	24		25					
8	0		50/1"		30	End Boring at 28.6 ft Due to Spoon Refusal on Possible Bedrock or Boulder				
						Borehole backfilled with bentonite chips and asphalt patch				
					35					
					40					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 13.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 4/9/19 End 4/9/19
 Driller BSD Chief DB Rig D-50
 Logger DD Editor ESF
 Drill Method 2 1/4" HSA, Autohammer

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



LOG OF TEST BORING

Project Hill Creek Storm Sewer
 Location Madison, WI

Boring No. B-10
 Surface Elevation (ft) 1103±
 Job No. C19051-5
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					9 in. Base Course					
1	6	M	7		FILL: Stiff to Very Stiff Brown Clay to 3 ft	(2.0)				
2	10	M	5		Loose Dark Brown Sand to 5 ft					
3	12	M	26		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	14	M	25							
5	16	M	31							
6	14	M	20		Medium Dense, Brown Fine to Coarse SAND, Little to Some Silt and Gravel (SP-SM/SM)					
					Medium Dense, Reddish-Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
7	3	M	50/4"		Rough Drilling Beginning Near 21 ft Weathered to Competent Sandstone Bedrock					
					Auger Refusal at 25.5 ft Core Run #1 (25.5-30.5) Recovery: 20" (33%) RQD: 30%					
					End Boring at 30.5 ft					
					Backfilled with Bentonite Slurry and Chips					
					Log for B10 is a Composite of 2 Borings (B3, Performed 3/18, and B10, Performed 4/9 and 4/10)					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 4/9/19 End 4/9/19
 Driller BSD Chief DB Rig D-50
 Logger DD Editor ESF
 Drill Method 2 1/4" HSA, 4 1/4" HSA,
Autohammer

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



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer

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

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

Deputy Division Manager
Kathleen M. Cryan

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

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

Financial Manager
Steven B. Danner-Rivers

October 18, 2022

**NOTICE OF ADDENDUM
ADDENDUM 1**

**CONTRACT NO. 9432
HAWKS LANDING NORTH FLOOD MITIGATION**

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

PROPOSAL

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

Added quantities for the following items:

- 20217 CLEAR STONE
- 50225 UTILITY TRENCH PATCH TYPE III (UNDISTRIBUTED)
- 50227 UTILITY TRENCH PATCH TYPE IV (UNDISTRIBUTED)

SPECIAL PROVISIONS: SECTION D:

REPLACE: Bid Item 90002 with the following:

BID ITEM 90002: S-2 OUTLET STRUCTURE

DESCRIPTION

S-2 Outlet Structure shall include all work, equipment, and incidentals necessary to furnish and install the Precast Reinforced Outlet Control Structure S-2 as indicated in the contract drawings. The access door shall be Halliday #H2W4242 (or approved equal) with a channel frame and H-20 loading. All work shall be constructed in accordance with the details in the plans, or as approved by the Engineer.

MEASUREMENT

S-2 Outlet Structure shall be measured by each structure constructed and accepted and as defined in this Special Provision.

BASIS OF PAYMENT

The contract price shall include furnishing all labor and materials necessary to perform the work, including access door, gate, chain lock bracket, excavation; installation and removal of sheeting and bracing; removal of

water from the excavation; disposal of surplus material from the excavation; backfilling the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, reconnection of all existing pipes, connection of new pipes, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of outlet structure.

QUESTION AND ANSWER:

Q. Can the farm lands be used to respreads excess materials? Can contractors enter the pond property for test pits?

A. The Contractor shall not assume the ability to respreads materials on lands that are not owned by the City. They may contact the property owner to discuss this as an option however there is no express permission to do so.

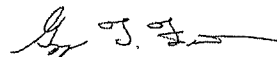
The lands that the City will be purchasing as part of the pond construction are not deeded to the City at the time of the project letting. The lands will be acquired before the start of construction. The City can not provide express permission to do any investigative work on the lands at this time.

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 website 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.



For:

James M. Wolfe, City Engineer

CC:

Greg Fries

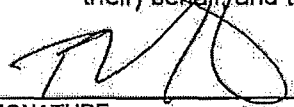
Janet Schmidt

SECTION E: BIDDERS ACKNOWLEDGEMENT

**HAWKS LANDING NORTH FLOOD MITIGATION
CONTRACT NO. 9432**

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

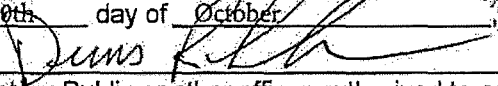
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. Huston Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE

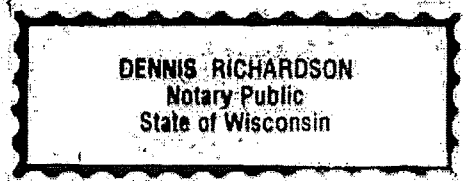
Brad Huston - President
TITLE, IF ANY



Sworn and subscribed to before me this 20th day of October


(Notary Public or other officer authorized to administer oaths)

My Commission Expires 1/10/2024
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 9432 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) *
I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

3. The Contractor shall indicate on the following section which apprenticeable trades are to be used on this contract. Compliance with active apprenticeship, to the extent required by M.G.O. 33.07(7), shall be satisfied by documentation from an applicable trade training body; an apprenticeship contract with the Wisconsin Department of Workforce Development or a similar agency in another state; or the U.S Department of Labor. This documentation is required prior to the Contractor beginning work on the project site.

The Contractor has reviewed the list and shall not use any apprenticeable trades on this project.

LIST APPRENTICABLE TRADES (check all that apply to your work to be performed on this contract)

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

Hawks Landing North Flood Mitigation
CONTRACT NO. 9432
Small Business Enterprise Compliance Report
Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

Telephone Number: (608) 255-9223

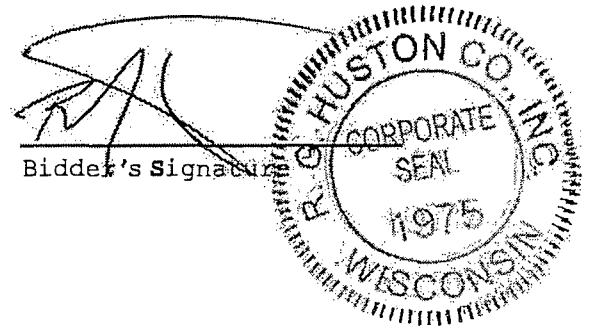
Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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


Witness' Signature Branden Drews
ESTIMATOR



10/20/2022
Date

**Hawks Landing North Flood Mitigation
 CONTRACT NO. 9432
 Small Business Enterprise Compliance Report
 Summary Sheet**

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

"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
JR'S Construction & Landscaping RG Huston is awarding JR's a portion of our own work (Flagging) to increase JR's SBE commitment.	Landscaping	9.1
ASTI Sawing Inc.	Sawcutting	0.03
Bullet Transit Company, Inc. RG Huston is awarding Bullet a portion of our own trucking.	Trucking	5.9
Subtotal SBE who are not suppliers:		<u>15.03</u> %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

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

Total Percentage of SBE Utilization: 15.03 %

HAWKS LANDING NORTH FLOOD MITIGATION

CONTRACT NO. 9432

DATE: 10/20/22

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,300.00	\$4,300.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$70.00	\$1,960.00
10770 - MAINTAIN RESIDENTIAL DRIVEWAY ACCESS - EACH	5.00	\$400.00	\$2,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$56,916.13	\$56,916.13
20101 - EXCAVATION CUT - CY	73200.00	\$17.00	\$1,244,400.00
20109 - FINISH GRADING - LUMP SUM	1.00	\$2,000.00	\$2,000.00
20140 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - SY	1425.00	\$1.70	\$2,422.50
20217 - CLEAR STONE - TON	625.00	\$14.50	\$9,062.50
20219 - BREAKER RUN - TON	950.00	\$12.10	\$11,495.00
20221 - TOPSOIL - SY	47290.00	\$0.10	\$4,729.00
20303 - SAWCUT ASPHALT PAVEMENT - LF	325.00	\$2.00	\$650.00
20313 - REMOVE INLET - EACH	6.00	\$400.00	\$2,400.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	760.00	\$6.80	\$5,168.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	840.00	\$2.75	\$2,310.00
20401 - CLEARING - ID	100.00	\$50.00	\$5,000.00
20406 - GRUBBING - ID	100.00	\$50.00	\$5,000.00
20335 - ABANDON SEWER PIPE WITH SLURRY - CY	19.00	\$1,000.00	\$19,000.00
20506 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	2.00	\$300.00	\$600.00
20706 - TALL GRASS PRAIRIE SEEDING - SY	21435.00	\$1.95	\$41,798.25
21002 - EROSION CONTROL INSPECTION - EACH	15.00	\$350.00	\$5,250.00
21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH	5.00	\$250.00	\$1,250.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$12,600.00	\$12,600.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	4.00	\$165.00	\$660.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	4.00	\$240.00	\$960.00
21022 - SILT FENCE - PROVIDE, INSTALL & MAINTAIN - LF	1870.00	\$3.25	\$6,077.50
21023 - SILT FENCE - REMOVE AND RESTORE - LF	1870.00	\$1.00	\$1,870.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	32.00	\$350.00	\$11,200.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	32.00	\$100.00	\$3,200.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	32.00	\$50.00	\$1,600.00
21024 - SILT SOCK (12-INCH) - COMPLETE - LF	14.00	\$20.00	\$280.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - SY	45680.00	\$2.00	\$91,360.00
21071 - EROSION MATTING, CLASS II, TYPE A - ORGANIC - SY	1610.00	\$3.50	\$5,635.00
21301 - REMOVE AND REPLACE MAILBOX - EACH	2.00	\$100.00	\$200.00
21302 - CONSTRUCTION FENCING (PLASTIC) - LF	481.00	\$7.00	\$3,367.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - LF	760.00	\$35.65	\$27,094.00
30301 - 5 INCH CONCRETE SIDEWALK - SF	220.00	\$8.10	\$1,782.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - SF	620.00	\$9.10	\$5,642.00
30340 - CURB RAMP DETECTABLE WARNING FIELDS - SF	24.00	\$40.40	\$969.60
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	1310.00	\$17.80	\$23,318.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	275.00	\$101.01	\$27,777.75
40301 - FULL WIDTH GRINDING - SY	1525.00	\$6.36	\$9,699.00
40321 - UNDERCUT - CY	665.00	\$26.00	\$17,290.00
50211 - SELECT BACKFILL FOR STORM SEWER - TF	593.00	\$0.01	\$5.93
50225 - UTILITY TRENCH PATCH, TYPE III (UNDISTRIBUTED) - TF	150.00	\$104.00	\$15,600.00

HAWKS LANDING NORTH FLOOD MITIGATION

CONTRACT NO. 9432
 DATE: 10/20/22

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
50227 - UTILITY TRENCH PATCH, TYPE IV (UNDISTRIBUTED) - TF	150.00	\$15.00	\$2,250.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - LF	103.00	\$149.00	\$15,347.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - LF	91.00	\$153.00	\$13,923.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	151.00	\$100.00	\$15,100.00
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - LF	213.00	\$145.00	\$30,885.00
50409 - 36 INCH TYPE I RCP STORM SEWER PIPE - LF	39.00	\$172.00	\$6,708.00
50411 - 48 INCH TYPE I RCP STORM SEWER PIPE - LF	105.00	\$245.00	\$25,725.00
50423 - 38 INCH X 60 INCH TYPE I HERCP STORM SEWER PIPE - LF	182.00	\$312.00	\$56,784.00
50435 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	127.00	\$179.00	\$22,733.00
50435.1 - 27 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	33.00	\$191.00	\$6,303.00
50436 - 30 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	49.00	\$208.00	\$10,192.00
50437 - 36 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	135.00	\$220.00	\$29,700.00
50438 - 48 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	246.00	\$243.00	\$59,778.00
50438.1 - 48 INCH TYPE II 11.25 DEG BEND - EACH	2.00	\$3,050.00	\$6,100.00
50455 - 4' DIA. STORM SAS W/ HAALA FLAT TOP GRATE - EACH	1.00	\$4,620.00	\$4,620.00
50723 - 3'X3' STORM SAS W/CASTING - EACH	1.00	\$5,175.00	\$5,175.00
50724 - 4'X4' STORM SAS - EACH	5.00	\$5,400.00	\$27,000.00
50725 - 5'X5' STORM SAS - EACH	5.00	\$7,715.00	\$38,575.00
50726 - 6'X6' STORM SAS - EACH	2.00	\$12,730.00	\$25,460.00
50728 - 8'X8' STORM SAS - EACH	5.00	\$16,260.00	\$81,300.00
50462 - 15 INCH RCP AE - EACH	1.00	\$1,265.00	\$1,265.00
50467 - 30 INCH RCP AE - EACH	2.00	\$1,655.00	\$3,310.00
50470 - 48 INCH RCP AE - EACH	1.00	\$2,910.00	\$2,910.00
50602 - 15 INCH RCP AE GATE - EACH	1.00	\$555.00	\$555.00
50610 - 48 INCH RCP AE GATE - EACH	1.00	\$3,275.00	\$3,275.00
50741 - TYPE "H" INLET - EACH	5.00	\$2,760.00	\$13,800.00
50761 - SADDLED INLET TYPE I - EACH	6.00	\$4,325.00	\$25,950.00
50766 - TERRACE INLET TYPE 1 - EACH	1.00	\$8,375.00	\$8,375.00
50767 - TERRACE INLET TYPE 2 - EACH	1.00	\$8,150.00	\$8,150.00
50801 - UTILITY LINE OPENING (ULO) - EACH	16.00	\$600.00	\$9,600.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - LF	190.00	\$234.00	\$44,460.00
70022 - FURNISH AND INSTALL 24 INCH CASING - LF	43.00	\$395.00	\$16,985.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	2.00	\$5,280.00	\$10,560.00
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	3.00	\$2,060.00	\$6,180.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	2.00	\$2,370.00	\$4,740.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	18.00	\$120.00	\$2,160.00
70104 - ADJUST WATER VALVE BOX - EACH	1.00	\$115.00	\$115.00
70105 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$1,250.33	\$2,500.66
90001 - SLOPE PROTECTION TREATMENT - SY	95.00	\$25.00	\$2,375.00
90002 - S-2 OUTLET STRUCTURE - EACH	1.00	\$20,595.44	\$20,595.44
90003 - HAALA SF 1849986 18-IN X 49-IN, OR APPROVED EQUAL - EACH	2.00	\$1,783.80	\$3,567.60
90005 - TERRACE SEED MIX & FERTILIZER - SY	24785.00	\$0.80	\$19,828.00
90030 - STORM CONTROL PLAN - LUMP SUM	1.00	\$107.24	\$107.24
90071 - FURNISH AND INSTALL CURB BOX - EACH	2.00	\$383.01	\$766.02
90072 - FURNISH AND INSTALL 1-IN CURB STOP - EACH	2.00	\$391.04	\$782.08
90073 - ABANDON EXISTING CURB BOX - EACH	2.00	\$80.40	\$160.80
90 Items	Totals		\$2,392,630.00



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

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

BIENNIAL BID BOND

R. G. Huston Co., Inc.

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

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

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

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

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

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

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

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

PRINCIPAL

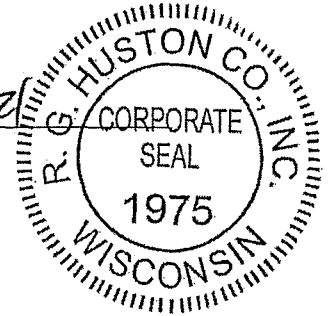
R. G. Huston Co., Inc.

COMPANY NAME

AFFIX SEAL

DATE

December 23, 2021



By:

SIGNATURE AND TITLE

[Signature] - secy/treas.

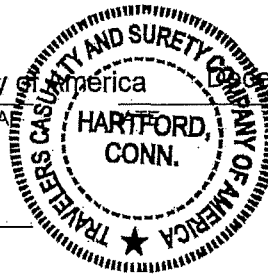
SURETY

Travelers Casualty and Surety Company of America

COMPANY NAME

AFFIX SEAL

December 21, 2021



By:

SIGNATURE AND TITLE

[Signature]
Jonathan Lucas, Attorney-In-Fact

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

December 21, 2021

DATE

AGENT SIGNATURE

[Signature]

20975 Swenson Drive - Suite 175

ADDRESS

Waukesha, Wisconsin 53186

CITY, STATE AND ZIP CODE

262-317-8045

TELEPHONE NUMBER

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

TRAVELERS

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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

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

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

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


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

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

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

Dated this 21st day of December, 2021.




Kevin E. Hughes, Assistant Secretary

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of December in the year Two Thousand and Twenty-Two 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 DECEMBER 6, 2022, 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:

HAWKS LANDING NORTH FLOOD MITIGATION CONTRACT NO. 9432

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO MILLION THREE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED THIRTY AND NO/100 (\$2,392,630.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**HAWKS LANDING NORTH FLOOD MITIGATION
CONTRACT NO. 9432**

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

Countersigned:

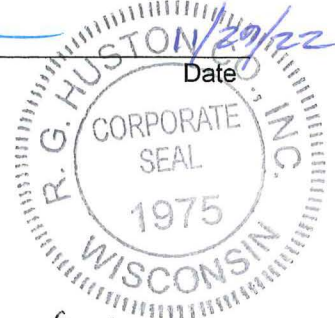
Dennis R. K... 11/20/22
Witness Date

Teneo Higbee 11/20/22
Witness Date

R. G. HUSTON CO., INC.
Company Name

[Signature] 11/20/22
President Date

[Signature] 11/20/22
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 12/19/2022
Finance Director Date

[Signature] 12/20/22
Witness Date

[Signature] 12/12/22
Witness Date

[Signature] 12-20-22
City Attorney Date

[Signature] 12/20/22
Mayor Date

[Signature] for 12.12.22
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we R. G. HUSTON CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION THREE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED THIRTY AND NO/100 (\$2,392,630.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**HAWKS LANDING NORTH FLOOD MITIGATION
CONTRACT NO. 9432**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 7th day of December, 2022

Countersigned:

[Signature]
Witness

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

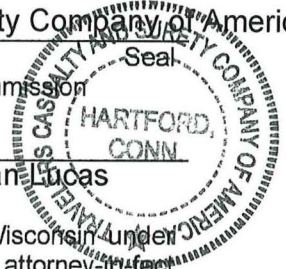


Secretary

Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety
 Salary Employee Commission
By [Signature]
Attorney-in-Fact Jonathan Lucas



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 20049489 for the year 2022, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

December 7, 2022
Date

[Signature]
Agent Signature Jonathan Lucas



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

POWER OF ATTORNEY


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

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



State of Connecticut

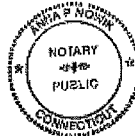
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

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

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

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

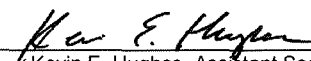
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **7th** day of **December**, 2022




Kevin E. Hughes, Assistant Secretary

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