

Contract Routing Form

ROUTING: Routine

printed on: 03/26/2019

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

Project: PORTAGE ROAD ASSESSMENT DIST - 2016 & EASPARK MULTI-USE PATH
 & BRIDGE AND EASTLAWN MULTI-USE BRIDGE

Contract No.: 7613
 Enactment No.: RES-19-00211
 Dollar Amount: 1,160,490.00

File No.: 54874
 Enactment Date: 03/25/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3-27-19	3-27-19
Director of Civil Rights	3/27/19	3-29-19 FNS
Risk Manager	3-29-19	3/29/19 JEN
Finance Director	03-29-2019	3/29/19 MCR
City Attorney	3-24 4-01-19	4-01-19
Mayor	4.01.19	4.01.19

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

Original + 2 Copies

03/26/2019 15:18:50 enjls - Glen Yoerger 261-9177

Dis Rights: OK / N/A Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: \$ 1,160,490
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 54874 **Version:** 1 **Name:** Awarding Public Works Contract No 7613, Portage Road Assessment District - 2016 and Eastpark Multi-Use Path & Bridge and Eastlawn Multi-Use Bridge.

Type: Resolution **Status:** Passed

File created: 2/25/2019 **In control:** Engineering Division

On agenda: 3/19/2019 **Final action:** 3/19/2019

Enactment date: 3/25/2019 **Enactment #:** RES-19-00211

Title: Awarding Public Works Contract No. 7613, Portage Road Assessment District - 2016 and Eastpark Multi-Use Path & Bridge and Eastlawn Multi-Use Bridge. (3rd, 17th & 19th ADs)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7613.pdf

Date	Ver.	Action By	Action	Result
3/19/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/6/2019	1	BOARD OF PUBLIC WORKS		
2/25/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Portage Road Eastpark multi-use path and bridge at a total estimated cost of \$1,253,330. Funding for the project is authorized in the adopted 2019 capital budget via the Bikeways Program within Engineering Bicycle Pedestrian, provided by GO Borrowing and associated utility funding as follows:

Engineering Bike Path/Street: \$1,065,880
Stormwater Utility: \$187,450

Awarding Public Works Contract No. 7613, Portage Road Assessment District - 2016 and Eastpark Multi-Use Path & Bridge and Eastlawn Multi-Use Bridge. (3rd, 17th & 19th ADs)

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

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

See attached document (Contract No. 7613) for itemization of bids.

CDO
3-26-19

CONTRACT NO. 7613
 PORTAGE ROAD ASSESSMENT DISTRICT – 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND
 EASTLAWN MULTI-USE BRIDGE

R. G. HUSTON CO., INC.

\$1,160,490.00

Acct. No. 11094-402-170 (Portage Road): 54410 (91350)	\$320,446.55
Contingency 8%±	<u>25,633.45</u>
Sub-Total	\$346,080.00

Acct. No. 11094-402-174 (Portage Road):54445 (91345)	\$19,655.00
Contingency 8%±	<u>1,575.00</u>
Sub-Total	\$21,230.00

Acct. No. 11094-84-174 (Portage Road):54445 (91345)	\$173,565.27
Contingency 8%±	<u>13,884.73</u>
Sub-Total	\$187,450.00

Acct. No. 11785-403-171 (Eastpark Path Bridge):54420 (91313)	\$351,141.50
Contingency 8%±	<u>28,088.50</u>
Sub-Total	\$379,230.00

Acct. No. 11785-403-172 (Eastpark Path):54440 (91226)	\$75,662.00
Contingency 8%±	<u>6,058.00</u>
Sub-Total	\$81,720.00

Acct. No. 11338-403-171 (Eastlawn Plat Bridge):54420 (91313)	\$220,019.68
Contingency 8%±	<u>17,600.32</u>
Sub-Total	\$237,620.00

GRAND TOTAL	<u>\$1,253,330.00</u>
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Jurisdiction: Wisconsin

Demographics

Company Name: Travelers Casualty and Surety Company of America
 SBS Company Number: 54218780
 Domicile Type: Foreign
 NAIC Group Number: 3548 - Travelers Grp
 Merger Flag: Yes

NAIC CoCode: 31194
 State of Domicile: Connecticut
 Organization Type: Stock

Short Name:
 FEIN: 06-0907370
 Country of Domicile: United States
 Date of Incorporation: 07/18/1974

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
1 TOWER SQ HARTFORD, CT 06183 United States	1 TOWER SQ HARTFORD, CT 06183 United States	1 TOWER SQ HARTFORD, CT 06183 United States	1 TOWER SQ HARTFORD, CT 06183 United States

Phone, Email, Website

Phone	Email	Website				
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> </tbody> </table>	Type	Number	Business Primary Phone	(860) 277-0111	No results found.	No results found.
Type	Number					
Business Primary Phone	(860) 277-0111					

Company Type

Company Type: Property and Casualty
 Status: Active
 Effective Date: 07/01/1997
 Issue Date: 09/10/1975
 Articles of Incorporation Received: No

Status Reason:
 Legacy State ID: 110846
 Approval Date:
 Article No:

Status Date: 09/10/1975
 File Date:
 COA Number:

Appointments

Show 10 entries Showing 1 to 2 of 4391 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	01/24/2019	03/15/2020
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	01/24/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Show 10 entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Workers Compensation Insurance	Workers Compensation Insurance	06/29/1990
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

First Previous 1 2 Next Last

Contact

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

Company Merger

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

Companies Absorbed

Name Change History

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

\$1,160,490.00
FILE

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

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE

CONTRACT NO. 7613

PROJECT NO. 11094

MUNIS NO. 11094

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MARCH 19, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE
CONTRACT NO. 7613**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: gy

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:	PORTAGE ROAD ASSESSMENT DISTRICT - 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND EASTLAWN MULTI-USE BRIDGE
CONTRACT NO.:	7613
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	02/15/19
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	02/14/19
BID SUBMISSION (2:00 P.M.)	02/21/19
BID OPEN (2:30 P.M.)	02/21/19
PUBLISHED IN WSJ	01/31/19 & 02/07/19 & 02/14/19

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

PORTAGE ROAD ASSESSMENT DISTRICT - 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND EASTLAWN MULTI-USE BRIDGE CONTRACT NO. 7613

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The project limits for the work to be done are on Portage Road from Hayes Road to Di Loreto Avenue and on adjacent properties, as shown in the plans, for construction of a multi-use path and two bike/pedestrian bridges. The project generally consists of the following:

- Widening approximately 500 lineal feet along the northbound lane of Portage Road and adding sidewalk on the east side of Portage Road from Hayes Road to Di Loreto Avenue.
- Extending the existing storm sewer box culvert at the intersection of Portage Road and Hayes Road approximately 60 feet to the east.
- Construction of a new asphalt multi-use path (Eastpark Multi-Use Path) from the intersection of Hayes Road and Portage Road approximately 1950 feet across the adjacent parcel and connecting to the future east end of Di Loreto Avenue. Construction and erection of a new prefabricated bike/pedestrian bridge is included within the limits of the Eastpark multi-use path.
- Construction and erection of a new prefabricated pedestrian bridge to be placed on existing concrete abutments within the Eastlawn Plat at 130 Rustic Drive within the City of Madison.

The work under this contract shall include but not be limited to: clearing & grubbing; grading and construction of embankments; installation of storm pipe and structures; adjustments to water main and appurtenances; adjustments to sanitary sewer structures, new concrete curb and gutter, median islands and sidewalk; base course, asphaltic paving, pavement marking, and restoration, multi-use path construction and prefabricated bridge construction and erection.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

Coordination with Adjacent Development Projects

- 1) Private Development of adjacent properties at 4603 Di Loreto Avenue and 4702 & 4708 Creekwood Lane will be ongoing throughout the duration of the project. The Contractor shall note that access to adjacent properties by others for private development work shall be maintained and work shall be coordinated so as to allow Developers access to adjacent properties for completion of the private work. Construction of the Eastpark path and bridge is located on

permanent limited easement on these properties and the Contractor shall coordinate all work with the Developer. The Contractor shall also provide Certificates of Insurance listing Hidden Creek Residences, LLC; Hidden Creek 2 Residences, LLC; and Hidden Creek 3 Residences, LLC as additional insureds. The Developer's contact for coordination is:

Scott Tebon
Director of Construction
T. Wall Enterprises Mgt, LLC
Email: Scott@twallenterprises.com
Cell Phone: (608) 416-3261

- 2) The Eastlawn Plat Multi-Use Bridge will be erected on existing concrete abutments located on the City of Madison Storm Water management parcel located at 130 Rustic Drive. Access to the 130 Rustic Drive parcel shall be from the Galileo Drive right-of-way. Coordinate access to the 130 Rustic Drive parcel with the Developer of the adjacent parcels. The Developer's contact for coordination of access to the site is:

Daniel Day, P.E.
D'Onofrio Kottke & Associates
Phone: (608) 833-5730
Email: dday@donofrio.cc

Coordination with Private Utilities

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain. 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. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

Alliant Energy (Electric)

Alliant Energy has two buried electrical lines along the east side of Portage Road that appear to be in conflict with the proposed extension of the box culvert. Alliant Energy plans to resolve this conflict by lowering these lines prior to start of the contract. Contact Jim Johnsrud, (608) 842-1704 or jimjohnsrud@alliantenergy.com with questions or to coordinate work in the vicinity of Alliant Energy electric facilities.

AT&T (Communications)

AT&T has two buried communication lines along the east side of Portage Road that appear to be in conflict with the proposed extension of the box culvert. AT&T plans to resolve this conflict by lowering these lines prior to start of the contract. The contact for coordination with AT&T is Carol Anason, (608) 252-2385.

TDS Telecom

There are no anticipated conflicts with TDS Telecom. Contact Jerry Myres, (608) 664-4404 or jerry.myers@tdstelecom.com if necessary to coordinate work with TDS.

Charter Communications

There are no anticipated conflicts with Charter Communications facilities. Contact Brandon Storm; office (608) 274-3822 ext. 6642, cell (608) 444-9493 if necessary to coordinate work with Charter Communications.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. The Contractor shall use care around all utilities to remain. All

costs to protect existing pipe and structures shall be incidental to construction. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

A traffic control plan is provided in the plan set. The traffic control plan is a schematic representation of the traffic control. It shall not be considered to scale. The contractor shall not use the traffic control plan to represent quantity of drums. Drums shall be spaced per M.U.T.C.D. The contractor shall maintain all lanes shown on the traffic control plan. Accomplish the construction sequence, including the associated traffic control as detailed in the traffic control section of the plans, and as described in this traffic article. Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article. Submit all traffic control change requests to the construction engineer at least 7 working days prior to an actual traffic control change. A request does not constitute approval.

One lane of traffic that is at least ten feet wide shall be maintained in either direction on Portage Rd at all times.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape. Double yellow reflective pavement marking tape shall be used whenever tubular markers are being used to separate travel lanes. Yellow four (4) inch reflective pavement marking tape shall be used whenever tubular markers are used to separate a travel lane from a work zone.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

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

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

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

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

Maintain sidewalk on one side of the street whenever possible. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

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

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

ARTICLE 108.2 **PERMITS**

The City of Madison has either submitted application for or received the following approved permits for the project:

- City of Madison Erosion Control Permit (permit applied for)
- DNR Water Resources Application for Projects Permits (WRAPP General Permit) (permit applied for)

- DNR Individual Permit for Culvert Extension, Channel Realignment and Grading (Permit Approved, Permit Number IP-SC-2017-13-01649, 01650 & 01651)
- DNR Wetland Individual Permit (Permit Approved, Permit Number IP-SC-2017-13-01652)
- DNR General Permit for a bridge over a waterway with width less than 25 feet at Ordinary High water. (Permit applied for, two locations)
- Army Corps of Engineers Transportation Regional General Permit (Permit Approved, Permit No. 2017-0161-KJH).
- WDNR & FEMA – Conditional Letter Of Map Revision (CLOMR). (Approved)

A City of Madison Erosion Control permit will be obtained for the project and weekly inspections will be completed by City Staff. Contractor may be required to complete additional inspections following storm events, and any additional work required will be paid for under the appropriate bid item under Article 210 of the Standard Specifications. A copy of the permit will be available at the City of Madison, Engineering Division office.

The Contractor shall meet the conditions of the permits by properly installing and maintaining 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.

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 **MAY 6, 2019**. The total time of completion of the contract shall be **ONE HUNDRED TWENTY (120)** calendar days. Tree removal shall occur prior to June 1 or after July 31.

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. 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.

BID ITEM 20101 – EXCAVATION CUT

The item of Excavation Cut shall apply to all excavation for street, path and channel realignment work within the project limits. Excavation for the box culvert extension and excavation for bridge substructure units will be paid under their respective bid items. This item also does not include trenching for water main, sanitary sewer or storm sewer pipes. Excavation Cut shall be in accordance with Article 201 of the Standard Specifications except as provided below.

Excavation Cut for Storm Sewer shall include excavation in the channel area, as needed to re-align and restore the stream channel and grade the new channel to match proposed grades at the site.

Suitable material, as determined by the Construction Engineer, from the cut shall be used on site to construct embankments as indicated on the plans. Placing, grading and compaction of excavated materials will be considered incidental to this bid item.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal.

METHOD OF MEASUREMENT

The quantity of Unclassified Excavation above the subgrade line as shown on the cross sections will not be measured in the field, but will be assumed to be the Plan Quantity as shown on the Plans. Excavation below Subgrade (EBS or undercut), where required by the Construction Engineer, will be measured in the field. The pay quantity for the item of Excavation Cut shall be the sum of the plan quantity for Excavation Cut and the measured quantity of EBS.

BASIS OF PAYMENT

Excavation Cut, measured as provided above, will be paid at the contract unit price per Cubic Yard, which shall be full compensation for all excavation of asphalt, granular materials or soil, compaction of the subgrade where required, removal and disposal of all excess materials of all types, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20102 – FILL BORROW

The item of Fill Borrow shall apply to soil or granular materials which have to be furnished from off site in order to construct the path and sidewalk embankments to the line and grades shown in the plans except for granular materials such as aggregate base, clear stone or breaker run for which specific bid items are included in the proposal or these special provisions. This item also does not include any required granular backfill for water main, sanitary sewer or storm sewer pipes or riprap for the channel restoration work. Fill Borrow shall be in accordance with Article 201 of the Standard Specifications except as provided below.

MATERIALS

Fill Borrow shall conform to Section 202.2(a) for Fill. Contractor may substitute other materials suitable for embankment construction only with prior written approval of the Construction Engineer.

METHODS

The Contractor shall place and compact fill, whether furnished from off-site or from excavation on site, in accordance with Section 202.3 of the Standard Specifications. These requirements shall apply to constructed embankments directly beneath and extending outward from the bottom of aggregate base on a 1:1 slope. Salvaged topsoil or other materials obtained from the excavation which do not meet requirements for Fill may be used outside the 1:1 slopes to complete the cross section.

METHOD OF MEASUREMENT

The quantity of Fill Borrow will not be measured in the field, but will be assumed to be the Plan Quantity as shown on the Plans and Proposal. This quantity was calculated from cross sections based on average end areas, without adjustment for EBS or expansion factor. It shall be the Contractor's responsibility to adjust for such factors to estimate the actual quantity, and to complete the path to the line and grade shown on plans and cross sections without adjustment to the pay quantity for Fill Borrow. Adjustments will be made only for the following cases:

1. The quantity calculated from cross sections is found to be in error

2. Contractor is directed by the Engineer to construct embankments outside the lines and grades shown on the plans

BASIS OF PAYMENT

This work, measured as provided above, will be paid at the contract unit price per Cubic Yard, for Fill Borrow, which shall be full compensation for obtaining a source of suitable material, excavating transporting and placing such material, shaping and compaction, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20217 – CLEAR STONE

Clear Stone for Storm Sewer shall include but is not limited to material required to construct a stable base for the 4'x6' concrete box culvert wingwall, as shown in City of Madison Standard Detail Drawing 5.5.1, and to construct a clear stone berm (as shown in City of Madison Standard Detail Drawing 1.05) upstream of the entrance to the new concrete box culvert during re-alignment and restoration of the stream channel.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to segregate the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be allowed.

All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a minimum thickness of six (6) inches unless otherwise shown on plans.

METHOD OF MEASUREMENT

Topsoil will be measured by the square yard, in place.

BASIS OF PAYMENT

Topsoil will be paid at the contract price per square yard, which shall be full payment for segregating, stockpiling and preparing salvaged topsoil, furnishing additional topsoil from offsite if needed, placing, grading and raking finished surface, all materials, labor and incidentals necessary to complete the work as provided.

BID ITEM 20402 and 20407 – CLEARING AND GRUBBING

DESCRIPTION

Work under these items consists of the clearing and grubbing of trees shown on the plans for removal, and any additional trees specified to be removed at the direction of the Construction Engineer or City Forester.

Tree clearing shall be completed prior to June 1, or after July 31.

Clearing and Grubbing shall be done in accordance with Article 204 of the Standard Specifications as modified in these Special Provisions.

CONSTRUCTION METHODS

Contractor shall mark the trees to be removed in the field and shall review the individual trees to be removed with the Construction Engineer or a City Forestry representative prior to removing them. The

construction Engineer and /or Forester may designate certain trees near or within the intercepts to be saved or protected. Such trees shall be clearly marked in the field.

No trees may be removed except those specifically indicated for removal on the plans or as directed by the Construction Engineer. Contractor shall not grade, excavate, store materials or equipment or otherwise disturb areas within five (5) feet of any tree to remain in accordance with Article 107.2 of the Standard Specifications. Contractor shall take care at all times to conduct operations in a way that avoids damage to any trees not designated for removal. All above precautions are considered incidental to other items of the work.

METHOD OF MEASUREMENT

Clearing and Grubbing will be measured by station as provided in the Standard Specifications.

BASIS OF PAYMENT

Clearing and Grubbing, measured as provided above, will be paid at the contract price per station, which shall be full payment for all work to complete this item in accordance with the Standard Specifications.

BID ITEM 30311 – CONCRETE MOUNTABLE MEDIAN ISLAND NOSE

DESCRIPTION

Work under this item consists of constructing mountable concrete median noses in the locations shown, and in accordance with the details provided in the plans. All work and materials shall in accordance with the applicable provisions of Article 303 of the Standard Specifications for concrete median, and as provided herein.

CONSTRUCTION METHODS

Contractor may elect to saw cut existing asphalt pavement full depth at the proposed edge of gutter flag. Carefully remove existing asphalt pavement without damaging the edge of existing asphalt, which shall be used to form the edge of the proposed curb & gutter or median island nose. Remove existing aggregate base to a minimum of 4 inches below the bottom of proposed concrete. Care shall be taken in removing the materials to not unnecessarily disturb subgrade beneath it. Place and compact base course without damaging existing pavement. Form and construct concrete median nose to the lines and grades shown on plans and details as a monolithic concrete pour.

MEASUREMENT

This item will be measured in Square Feet, which area will include both the raised portion and the gutter flag.

PAYMENT

Concrete Mountable Median Island Nose will be paid for at the contract unit price per Square Foot, which shall be considered full payment for preparation of the base, furnishing and finishing concrete to the dimensions and shapes shown on the plans and all incidentals as provided in Section 303 of the Standard Specifications.

Saw cutting and new crushed aggregate base course will be paid for separately under the appropriate items. Removal of asphalt and existing base to subgrade line will be considered included in Excavation Cut.

ARTICLE 501 – SEWER AND SEWER STRUCTURES GENERAL

BID ITEM 50434 – 18 INCH TYPE II PAVEMENT STORM SEWER PIPE

Acceptable materials, work, measure and payment under these items shall be per Article 504 of the 2019 edition of the Standard Specifications for Public Works Construction. All elbows and fittings shall be included in this bid item.

ARTICLE 701 – PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

WATER UTILITY CONTACT INFORMATION

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing a new hydrant on Portage Road at Hayes Road and adjustment of water valve box sections within the project limits. The project also includes abandoning a minor quantity of existing water main and including a hydrant.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

Be aware of traffic control requirements while performing any work that closes or partially closes any intersection. Refer to traffic control specifications for details.

Note the existing normally-closed boundary valve off Portage Road at approximately STA 53+18 RT 49'. See Sheet W-1. This valve is to remain closed.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.
- WN3 Existing service to be abandoned when water main is cut-off.
- WN4 Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
- WN5 Relocate the existing fire hydrant.
- WN6 Abandon water valve access structure.
- WN7 Furnish and install the new top section for the water access structure.
- WN8 Abandon the valve box.

WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90000 – PREFABRICATED STEEL TRUSS BRIDGE FURNISHED AND INSTALLED – EASTPARK PATH BRIDGE – TYPE H-10 LOADING

DESCRIPTION

The work shall consist of furnishing a fully-engineered, fabricated steel truss pedestrian bridge structure, including bearings, and transporting and erecting it on abutments, as shown in the plans, in accordance with Part 5 of the WisDOT 2019 Standard Specifications and as provided herein. These specifications shall be regarded as minimum standards for design and construction. The work includes reinforced concrete deck, stay-in-place formwork, bearings, shim plates, leveling grout, masonry anchor bolts, rail connections, and sliding plate at expansion joints as shown in the plans and described herein.

Approved Manufacturers

The superstructure shall be designed and manufactured by one of the following:

Continental Bridge
8301 State Hwy. 29N
Alexandria, MN 56308
(800) 328-2047

Echo Bridge, Inc.
P.O. Box 89
Elmira, NY 14902
(607) 734-9456

Steadfast Bridge Company
4021 Gault Ave. South
Fort Payne, AL 35967
(800) 749-7515

Big R Manufacturing LLC
P.O. Box 1290
Greeley, CO 80632-1290
(800) 234-0734

Wheeler Lumber LLC
9330 James Ave. South
Bloomington, MN 55431
(800) 328-3986

Anderson Bridges
111 Willow St.
Colfax, WI 54730
(715) 962-2800

To be eligible for this project, pre-fabricated bridges from other manufacturers must be pre-approved prior to the bid opening date.

Plan Requirements and Submittals

Submit four sets of prints of the superstructure plans and one set of design computations to the engineer for acceptance. Make submittals to:

City of Madison, Engineering Division
Attn: Glen Yoerger
210 Martin Luther King Jr Blvd, Room 115
Madison, WI 53703
gyoerger@cityofmadison.com

Make submittal no later than **four (4) weeks** after date of notice of contract approval. Allow the following time period in the construction schedule: 10 working days after the first receipt of plans by the City of Madison for a complete initial review of the design and plans submittal, and an additional 5 working days for any necessary revisions and/or corrections.

Include in the submittal the following:

1. Basic design criteria shown on the design plans.
2. Complete detailed drawings of all structural steel connections, sizes of members, span lengths between bearing points, skews, walkway widths, bearing assembly details, anchor bolt locations, concrete deck reinforcement, design data, materials data, and dead and live load bearing reactions.
3. Engineer's certification. The plans shall be sealed, signed and dated by a Professional Engineer registered in the State of Wisconsin.
4. One set of design calculations with independent checks.

One set of prints from this submittal, and any subsequent submittals, will be returned to the Contractor, either indicating acceptance or marked with required revisions and/or corrections. Provide the engineer copies of final plans to be used in fabrication and construction.

MATERIALS

Prefabricated Steel Truss Bridge Superstructure

Structural design of the pedestrian steel truss superstructure shall be by a Professional Engineer registered in the State of Wisconsin.

Design the superstructure in accordance with the 17th Edition of the AASHTO Standard Specifications for Highway Bridges, all current interims, and the AASHTO Guide Specifications for Design of Pedestrian Bridges, except as modified herein.

The bridge superstructure shall be a "Half-H" shape truss with profile as shown on the plans with one diagonal per panel and square end vertical members. The top of the finished concrete deck surface shall match the profile as supplied in the plans plus a minimal camber for dead load as described below. An underhung pony truss with floor beams hung under the lower chords will not be allowed.

The bridge shall be constructed of unpainted weathering steel.

All fabrications shall be produced from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing, ASTM A606 sheet, and/or ASTM A588, ASTM A242, or ASTM A709 Grade 50W plate and structural steel shapes ($F_y=50,000$ psi) with a minimum corrosion index of 5.8 per ASTM G101.

Design welded tubular connections in accordance with the Structural Welding Code-Steel ANSI/AWS D1.1. The fracture critical requirements of ANSI/AWS D1.5 do not apply, and Charpy V-notch impact testing will not be required. Loading shall be as stated in Article 1.2 of the AASHTO Guide Specifications for Design of Pedestrian Bridges. The bridge superstructure shall be a half-through truss. Chords, diagonals, verticals and bracing may be tube steel. Tube steel shall have a minimum thickness of 1/4-inch. All other steel shapes shall have a minimum thickness of 5/16-inch. Field splices shall be bolted with ASTM A325 high strength bolts in accordance with the "Specifications for Structural Joints Using ASTM A325 or A490 Bolts". Type 3 bolts are required for weathering steel. For top and bottom chord field splices, splice plates are required on both the inside and outside surface of the spliced tubing so that

each bolt will be acting in double shear. Nuts may be welded to the splice plates to hold them in place during installation. When the collection of water inside a structural tube is a possibility, either during construction or during service, provide the tube with a drain hole at its lowest point. The truss floor beams shall consist of wide flange beams. Tube steel sections are not allowed for floor beams.

Camber the bridge to offset the calculated dead load deflection plus an amount equal to 1% of the bridge length.

Concrete bridge decks shall be continuous over the floor beams and supported by 20-gauge, 1.5 to 2.0 inch deep corrugated galvanized steel stay-in-place deck forms. The minimum slab thickness shall be 5.5 inches measured from the bottom of the deck form. Design the longitudinal reinforcing steel in the slab based on a wheel load from the design truck located one foot from the face of the curb or toe plate, or a pedestrian live load of 90 psf, whichever controls. The design truck shall be a 20,000-pound four-wheeled vehicle (no impact allowance is required) with 60% to rear axle loading, 120" wheelbase, and 72" tire track.

The total depth of the structure measured from top of the finished concrete deck to the bottom of the bearing pad shall not exceed 3'-4". This dimension shall be verified by the contractor.

Concrete strength (f'_c) shall be 4,000 psi and F_y of bar steel shall be 60,000 psi. The maximum unit weight of the deck concrete shall be 120 pcf. Use a design dead load of 120 pcf. Use load factors of 1.3 for dead load and 1.75 for live load for the design of the concrete slab. Minimum concrete cover shall be 2 inches for top reinforcement and 1 inch for bottom reinforcement. Design the bridge for expansion and contraction with a temperature range of -30° F to 120° F. Utilize teflon slip pads or other approved material on the sliding surface of the expansion bearing assembly.

The top chords and end verticals shall be offset 1-1/2" from the interior verticals and diagonals so that the rails and rub rail are flush with the top chords and end verticals.

HSS horizontal rails shall be incorporated into the truss as shown on the plans.

The bridge fabricator shall provide an lpe rub rail under this bid item. The rub rail shall be a 1"x 5-1/2" (actual size) naturally durable hardwood lpe (Tabebuia Spp Lapacho Group) rubrail. Rubrail shall be partially air dried to a moisture content of 15% to 20%, shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8". Measured at 30% moisture content, the width and thickness shall not vary from specified dimensions by more than ± 0.04 inches. Ends of each piece shall be sealed with "Anchorseal" Mobil CER-M or an equal aqueous wax log sealer. Connections for the rail shall be provided under this bid item. Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened with two carriage bolts at each support location. The height of the rubrail shall be centered at 36" above the top of the deck. The span of the rubrail from centerline to centerline of support shall not exceed 6'-6".

The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of unstiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".

The bridge shall be supplied with steel sliding plates at the ends of the bridge as shown on the plans, to be installed by the contractor when the concrete deck is poured. The cover plates are to bridge the gap between the concrete deck and the concrete abutments. A notch shall be provided in the concrete abutment so the steel plate is flush with the top of the abutment backwall.

Shim plates shall be provided by the contractor in order to level the bridge. The shim plates shall be supplied of varying thicknesses and shall match the size of the bearing plate and bolt pattern on the bearing plate.

Anchor bolts shall be supplied and installed by the contractor as recommended by the prefabricated bridge manufacturer.

Weld Testing

An independent agency shall perform nondestructive weld testing; the manufacturer shall pay for this testing. All welds are to be visually inspected.

Ten percent of all fillet welds shall be magnetic particle tested.

All full penetration welds of chords shall be ultrasonically or radiographically tested.

Bottom chord welded tube splices for tube thicknesses less than 3/8-inches thick shall be radiographically tested or covered with fillet welded splice plates with non-intersecting welds which develop 75% of the spliced member strength.

Submit a written testing report upon completion.

CONSTRUCTION

Delivery and Erection:

Deliver the bridge by truck to the location that is nearest to the site and accessible by road. The Contractor is responsible for unloading the bridge from the truck at the time of arrival.

The manufacturer shall notify the Contractor in advance of the expected arrival time. Information regarding delays after the trucks depart the plant such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances shall be passed on to the Contractor as soon as possible.

The manufacturer shall advise the Contractor of the actual lifting weights, attachment points, anchor bolt size, length, embedment depth, pattern and all other pertinent information needed to install the bridge. Unloading, splicing, bolting, and providing proper lifting equipment as well as all tools, equipment, labor, and miscellaneous items required to complete the work is the responsibility of the Contractor. The procedure for bolting field splices shall be given to the Contractor by the manufacturer.

The sliding plate on each end of the bridge shall be placed after the concrete deck has been poured and before initial set unless it can be held in place prior to the concrete pour and concrete can be placed under the cover plate sufficiently.

Shim plates shall be used at the bearing pads in order to provide level placement of the bridge. Some grinding of the bearing area at the existing abutments may be required to provide a smooth and level bearing area.

Anchor bolt pattern shall be supplied by the prefabricated bridge manufacturer. Anchor bolts shall be installed per manufacturer's recommendations and to the proper embedment depth.

Finishes:

The steel for the prefabricated steel truss shall be unpainted A588 Weathering Steel.

Blast-clean all exposed surfaces of weathering steel in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning (SSPC-SP7), latest edition. Exposed surfaces of weathering steel shall be defined as those surfaces seen from the deck and from outside the structure. Stringers if used, floor beams, lower brace diagonals and the inside face of the truss below the deck, and bottom of the bottom chord do not need to be blasted.

METHOD OF MEASUREMENT

Prefabricated Steel Truss Bridge Furnished and Installed - Eastpark Path Bridge – Type H10 Loading will be measured as single lump sum units, completed and accepted.

PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90000	Prefabricated Steel Truss Bridge Furnished And Installed - Eastpark Path Bridge – Type H10 Loading	LS

Payment is full compensation for designing, manufacturing, weld testing, blast cleaning, transporting and erecting the steel truss, providing and installing sliding plates, providing and installing stay-in-place formwork and reinforced concrete deck, providing and installing shim plates as required, furnishing bearing plates, pads, anchor bolts, anchors bolts, and grout, providing and installing connections for railings; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

ITEM 90001 - REINFORCED CONCRETE BRIDGE ABUTMENTS AND WINGWALLS

DESCRIPTION

The work shall consist of providing reinforced concrete abutments and wingwalls as shown on the drawings. This bid item includes Excavation for Structures; Backfill Structure, Concrete Masonry Bridges, Bar Steel Reinforcement HS Bridges, Rubberized Membrane Waterproofing, and Pipe Underdrain Wrapped 6-Inch.

MATERIALS

EXCAVATION FOR STRUCTURES: Excavation for Structures shall conform to Section 206 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition.

BACKFILL STRUCTURE: Backfill Structure shall conform to Section 210 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition.

CONCRETE: Concrete shall conform to Sections 501 and 502 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition. Dewatering the formwork prior to the footing pour, if necessary, shall be included in this bid item.

BAR STEEL REINFORCEMENT HS COATED BRIDGES: High strength bar steel reinforcement shall conform to Section 505 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition.

RUBBERIZED MEMBRANE WATERPROOFING: Rubberized Membrane Waterproofing shall conform to Section 516 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition.

PIPE UNDERDRAIN WRAPPED 6-INCH: Pipe Underdrain Wrapped 6-Inch shall conform to Section 612 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition.

MEASUREMENT

The City will measure "Reinforced Concrete Bridge Abutments and Wingwalls" as single lump sum unit for each structure where the abutments and wingwalls are satisfactorily furnished and installed.

PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90001	Reinforced Concrete Bridge Abutments And Wingwalls	LS

Payment is full compensation for Excavation for Structures; Backfill Structures, furnishing and installing Concrete Masonry Bridges including providing forms and falsework; for furnishing, placing, finishing, curing, and protecting concrete and for measuring and evaluating concrete strength including fabricating and testing cylinders, and evaluating maturity; furnishing and installing Bar Steel Reinforcement HS Coated Bridges; furnishing and installing Rubberized Membrane Waterproofing; and furnishing and installing Pipe Underdrain Wrapped 6-Inch; and for furnishing all labor, tools, equipment, materials and incidentals necessary to satisfactorily complete the work.

BID ITEM 90002 – PILING STEEL HP 10-INCH X 42 LB

DESCRIPTION

The work shall consist of providing and installing Piling Steel HP 10-Inch X 42 LB for the bridge as shown on the drawings.

MATERIALS

Piling Steel HP 10-Inch X 42 LB shall conform to Section 550 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

CONSTRUCTION METHODS

Piling Steel HP 10-Inch X 42 LB shall be constructed as shown on the drawings and as specified in Section 550 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

METHOD OF MEASUREMENT

The City will measure "Piling Steel HP 10-Inch X 42 LB" by the linear foot acceptably completed.

BASIS OF PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90002	Piling Steel HP 10-Inch X 42 LB	LF

Payment is full compensation for providing piling and splices including fabricating, delivering, preparing, splicing, cutting of piling, and disposing of pile cutoffs not used; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 90003 - STEEL RAILING APPROACHES

DESCRIPTION

This special provision describes fabricating, galvanizing, and installing steel railing on the concrete abutment and concrete footing in accordance with Sections 506, 513 and 517 of the Standard Specifications and the plan details, as directed by the Engineer, and as hereinafter provided.

The steel railing shall be compatible with the bridge and concrete footing and shall be furnished by the bridge manufacturer.

MATERIALS

All materials for the steel railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized. Bubbles, blisters and flaking in the coating will be a basis for rejection.

The maximum opening in the rail shall be 5 inches. The top of rail height shall be 4'-0" feet above the deck surface.

This item includes the rail at the bridge approaches and shall include base plates and masonry anchors.

Adhesive Anchors shall meet the requirements of Section 502 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

Coating System

Galvanizing: After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

CONSTRUCTION

Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, Contractor shall repair or replace railing assemblies to the approval of the Engineer at no additional cost to the Owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling will be permitted without the approval of the Engineer.

Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the Owner. The Contractor shall provide the Engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Installation

The top of rail height shall be 4'-0" feet above the deck surface. The rail will be attached to the steel bridge with connections provided by the bridge manufacturer.

The rail attached to the existing concrete abutments shall be installed with adhesive anchors. Adhesive Anchors shall be installed according to Section 502 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition. Except the two rail sections furnished for the west end of the Eastlawn Plat Bridge. The two rail sections at the west end of the Eastlawn Plat Bridge shall

be attached to the bridge using chain sections and a padlock at each side of the bridge truss to prevent access to the bridge from the west end. These rails will be permanently installed by others when the Eastlawm Plat Path is constructed on the west side of the bridge.

MEASUREMENT

The City will measure "Steel Railing Approaches" along the top member of each segment of railing on the bridge wingwalls or approaches, where railing is satisfactorily furnished and installed. Pay quantity shall be the sum of the individual lengths.

PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90003	Steel Railing Approaches	L.F.

Payment is full compensation for fabricating, galvanizing, painting, transporting, and installing the railing, including any touch-up and repairs; furnishing and installing base plates and adhesive anchors, and for furnishing all labor, tools, equipment, materials and incidentals necessary to satisfactorily complete the work.

ITEM 90004 - RAILING CONCRETE FOOTING

DESCRIPTION

The work shall consist of providing Railing Concrete Footing as shown on the drawings. This bid item includes drilling the hole; Concrete Masonry Bridges, and Bar Steel Reinforcement Coated HS Bridges.

MATERIALS

CONCRETE: Concrete shall conform to Sections 501 and 502 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition. Dewatering the formwork prior to the footing pour, if necessary, shall be included in this bid item.

BAR STEEL REINFORCEMENT HS COATED BRIDGES: Coated high strength bar steel reinforcement shall conform to Section 505 of the State of Wisconsin Standard Specifications for Highway and Bridge Construction, 2019 Edition.

CONSTRUCTION METHODS

The concrete for the footings shall be designed to meet a min. compressive strength of 3500 psi.

MEASUREMENT

The City will measure "Railing Concrete Footing" as individual units for each location where the footings are satisfactorily furnished and installed.

PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90004	Railing Concrete Footing	EA

Payment is full compensation for drilling hole; furnishing and installing Concrete Masonry Bridges including providing forms and falsework; for furnishing, placing, finishing, curing, and protecting concrete and for measuring and evaluating concrete strength including fabricating and testing cylinders, and evaluating maturity; furnishing and installing Bar Steel Reinforcement HS Bridges; and for furnishing all labor, tools, equipment, materials and incidentals necessary to satisfactorily complete the work.

BID ITEM 90005 – REINFORCED CONCRETE APPROACH SLABS

DESCRIPTION

The work shall consist of providing concrete pavement approach slabs as shown on the drawings.

MATERIALS

Reinforced Concrete Approach Slabs shall conform to Section 415 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

CONSTRUCTION METHODS

Reinforced Concrete Approach Slabs shall be constructed as shown on the drawings and as specified in Section 415 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

METHOD OF MEASUREMENT

The City will measure "Reinforced Concrete Approach Slabs" by the square yard acceptably completed.

BASIS OF PAYMENT

The City will pay for the measured quantity at the contract unit price per Square Yard for Reinforced Concrete Approach Slabs for Bridge. Payment is full compensation for providing the concrete, coated bar steel reinforcement, and jointing materials; and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

BID ITEM 90006 – PRE-BORING ROCK OR CONSOLIDATED MATERIALS

DESCRIPTION

The work shall consist of providing and installing Pre-boring Rock or Consolidated Materials for the bridge as shown on the drawings.

MATERIALS

Pre-boring Rock or Consolidated Materials shall conform to Section 550 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

CONSTRUCTION METHODS

Pre-boring Rock or Consolidated Materials shall be constructed as shown on the drawings and as specified in Section 550 of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2019 Edition.

METHOD OF MEASUREMENT

The City will measure "Pre-boring Rock or Consolidated Materials" by the linear foot acceptably completed.

BASIS OF PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90006	Pre-boring Rock Or Consolidated Materials	LF

Payment is full compensation for drilling the pre-boring holes; for furnishing; installing and removing casing; for backfilling; and for disposing of excess material. The department will not pay for pre-boring the contract does not require or for repairing damage to adjacent structures caused by the contractor's pre-boring operations.

BID ITEM 90007 – PREFABRICATED STEEL TRUSS BRIDGE FURNISHED AND INSTALLED – EASTLAWN PLAT BRIDGE – TYPE H-5 LOADING

DESCRIPTION

The work shall consist of furnishing a fully-engineered, fabricated steel truss pedestrian bridge structure, including bearings, and transporting and erecting it on abutments, as shown in the plans, in accordance with Part 5 of the WisDOT 2019 Standard Specifications and as provided herein. These specifications shall be regarded as minimum standards for design and construction. The work includes reinforced concrete deck, stay-in-place formwork, bearings, shim plates, leveling grout, masonry anchor bolts, rail connections, and sliding plate at expansion joints as shown in the plans and described herein.

Approved Manufacturers

The superstructure shall be designed and manufactured by one of the following:

Continental Bridge
8301 State Hwy. 29N
Alexandria, MN 56308
(800) 328-2047

Echo Bridge, Inc.
P.O. Box 89
Elmira, NY 14902
(607) 734-9456

Steadfast Bridge Company
4021 Gault Ave. South
Fort Payne, AL 35967
(800) 749-7515

Big R Manufacturing LLC
P.O. Box 1290
Greeley, CO 80632-1290
(800) 234-0734

Wheeler Lumber LLC
9330 James Ave. South
Bloomington, MN 55431
(800) 328-3986

Anderson Bridges
111 Willow St.
Colfax, WI 54730

(715) 962-2800

To be eligible for this project, pre-fabricated bridges from other manufacturers must be pre-approved prior to the bid opening date.

Plan Requirements and Submittals

Submit four sets of prints of the superstructure plans and one set of design computations to the engineer for acceptance. Make submittals to:

City of Madison, Engineering Division
Attn: Glen Yoerger
210 Martin Luther King Jr Blvd, Room 115
Madison, WI 53703
gyoerger@cityofmadison.com

Make submittal no later than **four (4) weeks** after date of notice of contract approval. Allow the following time period in the construction schedule: 10 working days after the first receipt of plans by the City of Madison for a complete initial review of the design and plans submittal, and an additional 5 working days for any necessary revisions and/or corrections.

Include in the submittal the following:

5. Basic design criteria shown on the design plans.
6. Complete detailed drawings of all structural steel connections, sizes of members, span lengths between bearing points, skews, walkway widths, bearing assembly details, anchor bolt locations, concrete deck reinforcement, design data, materials data, and dead and live load bearing reactions.
7. Engineer's certification. The plans shall be sealed, signed and dated by a Professional Engineer registered in the State of Wisconsin.
8. One set of design calculations with independent checks.

One set of prints from this submittal, and any subsequent submittals, will be returned to the Contractor, either indicating acceptance or marked with required revisions and/or corrections. Provide the engineer copies of final plans to be used in fabrication and construction.

MATERIALS

Prefabricated Steel Truss Bridge Superstructure

Structural design of the pedestrian steel truss superstructure shall be by a Professional Engineer registered in the State of Wisconsin.

Design the superstructure in accordance with the 17th Edition of the AASHTO Standard Specifications for Highway Bridges, all current interims, and the AASHTO Guide Specifications for Design of Pedestrian Bridges, except as modified herein.

The bridge superstructure shall be a "Half-H" shape truss with profile as shown on the plans with one diagonal per panel and square end vertical members. The top of the finished concrete deck surface shall match the profile as supplied in the plans plus a minimal camber for dead load as described below. An underhung pony truss with floor beams hung under the lower chords will not be allowed.

The bridge shall be constructed of unpainted weathering steel.

All fabrications shall be produced from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing, ASTM A606 sheet, and/or ASTM A588, ASTM A242, or ASTM A709 Grade 50W plate and structural steel shapes ($F_y=50,000$ psi) with a minimum corrosion index of 5.8 per ASTM G101.

Design welded tubular connections in accordance with the Structural Welding Code-Steel ANSI/AWS D1.1. The fracture critical requirements of ANSI/AWS D1.5 do not apply, and Charpy V-notch impact

testing will not be required. Loading shall be as stated in Article 1.2 of the AASHTO Guide Specifications for Design of Pedestrian Bridges. The bridge superstructure shall be a half-through truss. Chords, diagonals, verticals and bracing may be tube steel. Tube steel shall have a minimum thickness of 1/4-inch. All other steel shapes shall have a minimum thickness of 5/16-inch. Field splices shall be bolted with ASTM A325 high strength bolts in accordance with the "Specifications for Structural Joints Using ASTM A325 or A490 Bolts". Type 3 bolts are required for weathering steel. For top and bottom chord field splices, splice plates are required on both the inside and outside surface of the spliced tubing so that each bolt will be acting in double shear. Nuts may be welded to the splice plates to hold them in place during installation. When the collection of water inside a structural tube is a possibility, either during construction or during service, provide the tube with a drain hole at its lowest point. The truss floor beams shall consist of wide flange beams. Tube steel sections are not allowed for floor beams.

Camber the bridge to offset the calculated dead load deflection plus an amount equal to 1% of the bridge length.

Concrete bridge decks shall be continuous over the floor beams and supported by 20-gauge, 1.5 to 2.0 inch deep corrugated galvanized steel stay-in-place deck forms. The minimum slab thickness shall be 5.5 inches measured from the bottom of the deck form. Design the longitudinal reinforcing steel in the slab based on a wheel load from the design truck located one foot from the face of the curb or toe plate, or a pedestrian live load of 90 psf, whichever controls. The design truck shall be a 10,000-pound four-wheeled vehicle (no impact allowance is required) with 60% to rear axle loading, 120" wheelbase, and 72" tire track.

The total depth of the structure measured from top of the finished concrete deck to the bottom of the bearing pad shall not exceed 3'-4". This dimension shall be verified by the contractor.

Concrete strength (f'_c) shall be 4,000 psi and F_y of bar steel shall be 60,000 psi. The maximum unit weight of the deck concrete shall be 120 pcf. Use a design dead load of 120 pcf. Use load factors of 1.3 for dead load and 1.75 for live load for the design of the concrete slab. Minimum concrete cover shall be 2 inches for top reinforcement and 1 inch for bottom reinforcement. Design the bridge for expansion and contraction with a temperature range of -30° F to 120° F. Utilize teflon slip pads or other approved material on the sliding surface of the expansion bearing assembly.

The top chords and end verticals shall be offset 1-1/2" from the interior verticals and diagonals so that the rails and rub rail are flush with the top chords and end verticals.

HSS horizontal rails shall be incorporated into the truss as shown on the plans.

The bridge fabricator shall provide an Ipe rub rail under this bid item. The rub rail shall be a 1"x 5-1/2" (actual size) naturally durable hardwood Ipe (*Tabebuia* Spp Lapacho Group) rubrail. Rubrail shall be partially air dried to a moisture content of 15% to 20%, shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8". Measured at 30% moisture content, the width and thickness shall not vary from specified dimensions by more than ± 0.04 inches. Ends of each piece shall be sealed with "Anchorseal" Mobil CER-M or an equal aqueous wax log sealer. Connections for the rail shall be provided under this bid item. Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened with two carriage bolts at each support location. The height of the rubrail shall be centered at 36" above the top of the deck. The span of the rubrail from centerline to centerline of support shall not exceed 6'-6".

The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of unstiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".

The bridge shall be supplied with steel sliding plates at the ends of the bridge as shown on the plans, to be installed by the contractor when the concrete deck is poured. The cover plates are to bridge the gap

between the concrete deck and the concrete abutments. A notch shall be provided in the concrete abutment so the steel plate is flush with the top of the abutment backwall.

Shim plates shall be provided by the contractor in order to level the bridge. The shim plates shall be supplied of varying thicknesses and shall match the size of the bearing plate and bolt pattern on the bearing plate.

Anchor bolts shall be supplied and installed by the contractor as recommended by the prefabricated bridge manufacturer.

Weld Testing

An independent agency shall perform nondestructive weld testing; the manufacturer shall pay for this testing. All welds are to be visually inspected.

Ten percent of all fillet welds shall be magnetic particle tested.

All full penetration welds of chords shall be ultrasonically or radiographically tested.

Bottom chord welded tube splices for tube thicknesses less than 3/8-inches thick shall be radiographically tested or covered with fillet welded splice plates with non-intersecting welds which develop 75% of the spliced member strength.

Submit a written testing report upon completion.

CONSTRUCTION

Delivery and Erection:

Deliver the bridge by truck to the location that is nearest to the site and accessible by road. The Contractor is responsible for unloading the bridge from the truck at the time of arrival.

The manufacturer shall notify the Contractor in advance of the expected arrival time. Information regarding delays after the trucks depart the plant such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances shall be passed on to the Contractor as soon as possible.

The manufacturer shall advise the Contractor of the actual lifting weights, attachment points, anchor bolt size, length, embedment depth, pattern and all other pertinent information needed to install the bridge. Unloading, splicing, bolting, and providing proper lifting equipment as well as all tools, equipment, labor, and miscellaneous items required to complete the work is the responsibility of the Contractor. The procedure for bolting field splices shall be given to the Contractor by the manufacturer.

The sliding plate on each end of the bridge shall be placed after the concrete deck has been poured and before initial set unless it can be held in place prior to the concrete pour and concrete can be placed under the cover plate sufficiently.

Shim plates shall be used at the bearing pads in order to provide level placement of the bridge. Some grinding of the bearing area at the existing abutments may be required to provide a smooth and level bearing area.

Anchor bolt pattern shall be supplied by the prefabricated bridge manufacturer. Anchor bolts shall be installed per manufacturer's recommendations and to the proper embedment depth.

Finishes:

The steel for the prefabricated steel truss shall be unpainted A588 Weathering Steel.

Blast-clean all exposed surfaces of weathering steel in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning (SSPC-SP7), latest edition. Exposed surfaces of weathering steel shall be defined as those surfaces seen from the deck and from outside the structure. Stringers if used, floor beams, lower brace diagonals and the inside face of the truss below the deck, and bottom of the bottom chord do not need to be blasted.

METHOD OF MEASUREMENT

Prefabricated Steel Truss Bridge Furnished and Installed - Eastlawn Plat Bridge – Type H5 Loading will be measured as single lump sum units, completed and accepted.

PAYMENT

The City will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
90007	Prefabricated Steel Truss Bridge Furnished And Installed - Eastlawn Plat Bridge – Type H5 Loading	LS

Payment is full compensation for designing, manufacturing, weld testing, blast cleaning, transporting and erecting the steel truss, providing and installing sliding plates, providing and installing stay-in-place formwork and reinforced concrete deck, providing and installing shim plates as required, furnishing bearing plates, pads, anchor bolts, anchors bolts, and grout, providing and installing connections for railings; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

BID ITEM 90008 – 5” STAMPED & COLORED CONCRETE

DESCRIPTION

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

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

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

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

MATERIALS

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

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

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

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

Imprinting Pattern: Use a 6” x 6” cobblestone pattern.

CONSTRUCTION

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

Protect all adjoining areas of concrete prior to pouring colored concrete. Perform any finishing work as necessary to prepare the colored concrete for stamping as recommended by the pattern manufacturer.

Set stamp pattern in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling and finishing as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting.

Joint the concrete in accordance with the standard specifications amended as follows: Saw joints such that the saw joint follows the concrete recess.

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

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

METHOD OF MEASUREMENT

5" Stamped & Colored Concrete shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

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

BID ITEM 90009 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90010 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 – PRECAST 48 INCH X 72 INCH REINFORCED CONCRETE BOX CULVERT

DESCRIPTION

This item shall include all work and coordination necessary to provide and install the 48"x72" (4'x6') box culvert as shown on the plan set, and as detailed here. This includes all joint material, bedding and backfill as described. The box shall meet ASTM C-1433 Table #1 for HS-20 loading. The box shall be manufactured, provided and installed with the appropriate amount of reinforcing steel based on the depth of cover provided along the profile of the box. If the box steel is varied along the length of box installation the Manufacturer and the Contractor shall provide a plan to the Construction Engineer to assure that the appropriate box sections are installed in the appropriate locations along the box run.

This item includes all necessary removal and disposal of, off site at a location to be provided by the Contractor, excess trench excavation. Further, the work under this item includes stockpiling and reuse of trench spoils for backfill of the trench.

The Contractor shall be responsible for coordinating delivery of the box, unloading and other incidentals associated with the installation.

The Contractor shall abide by the following guidelines when installing the box culverts:

- 1) The subgrade for the boxes shall have filter fabric (paid under **BID ITEM 20233 - RIPRAP FILTER FABRIC, TYPE HR**) placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes.
- 2) One (1) foot of three (3) inch clear stone shall then be placed on the geotextile as bedding stone. Three (3) inch clear stone for box culvert bedding is included in the price of box culvert installation.
- 3) Those portions of the box culvert under the pavement structure backfill shall be in accord with SDD 5.2.1 & SDD 5.2.2. Provision and placement of backfill is included in the price of this bid item.
- 4) Three sections of pipe closest to connection with existing 48"x72" concrete box culvert (S-1 on Sheets U-1 and CH-2) shall be tied using joint ties. At the point of connection with the existing box culvert (S-1), it is allowable to use four (4) joint ties – two on the top edge of the box culvert, and two on the side of the box culvert furthest from the excavation boundaries. Tied joints will be sealed with concrete collars, paid for under **BID ITEM 50499 – CONCRETE COLLAR**.

METHOD OF MEASUREMENT

Precast 48 inch x 72 inch Reinforced Concrete Box Culvert shall be measured by the linear foot for box culvert provided and installed.

BASIS OF PAYMENT

Precast 48 inch x 72 inch Reinforced Concrete Box Culvert, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031 – CAST-IN-PLACE 48 INCH X 72 INCH CONCRETE BOX CULVERT WINGWALL

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to construct and install a full cast-in-place concrete box culvert wingwall per the City of Madison's Standard Detail Drawing 5.5.1. Clear stone bedding shall be installed as shown in S.D.D. 5.5.1 and shall be paid for under bid item 20217.

METHOD OF MEASUREMENT

Cast-in-Place 48-inch x 72 inch Concrete Box Culvert Wingwall shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

Cast-in-Place 48-inch x 72 inch Concrete Box Culvert Wingwall shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90032 – AGGRESSIVE SEEDING FOR WEEDY AREAS

DESCRIPTION

Work under this bid item shall include seeding with an Aggressive Seed Mix along the restored channel, as shown in the storm detail sheet (Sheet U-1). This work shall be in accordance with Article 207 of the Standard Specifications, except as provided below.

Seed Mix shall be custom mixed or a modified pre-designed mix from an approved native seed supplier. The native mix shall include at least 8 aggressive forbs and 2 aggressive grasses from the lists included below. The mix shall include a cover crop as recommended by the native seed supplier or other approved cover crop, per Section 207.3(b). No cover crop is necessary with this seed mix.

Seed at the rate recommended by the manufacturer. Submit the final mix and seed application rate to the Engineer for approval. Maddie Dumas from City of Madison Engineering Division (266-9525) shall inspect and approve the seed prior to placement.

Seed shall be native ecotypes. No improved varieties shall be allowed. Seed source shall be native ecotypes from Southeast Minnesota, Eastern Iowa, Southern Wisconsin, or Northern Illinois.

Forbs

Sawtooth sunflower (*Helianthus grosseserratus*)

Ox-eye sunflower (*Heliopsis helianthoides*)

Glade mallow (*Napea dioica*)

Cup plant (*Silphium perfoliatum*)

Old field thistle (*Cirsium discolor*)

Evening primrose (*Oenothera biennis*)

Ironweed (*Vernonia fasciculata*)

Gray-headed coneflower (*Ratibida pinnata*)
Bergamot (*Monarda fistulosa*)
Purple coneflower (*Echinacea purpurea*)
Sneezeweed (*Helenium autumnale*)
Cow parsnip (*Heracleum maximum*)
Black-eyed Susan (*Rudbeckia hirta*)
Sweet black-eyed Susan (*Rudbeckia subtomentosa*)
New England aster (*Symphotrichum novae-angliae*)
Blue vervain (*Verbena hastata*)
Marsh milkweed (*Asclepias incarnata*)
Common milkweed (*Asclepias syriaca*)

Grasses

Indian grass (*Sorghastrum nutans*)
Prairie cordgrass (*Spartina pectinata*)
Big bluestem (*Andropogon gerardii*)
Canada wild rye (*Elymus canadensis*)
Switchgrass (*Panicum virgatum*)

For the Contractor's information, a custom seed mix meeting these specifications (City of Madison Aggressive Seed Mix) is available from Agrecol LLC, Evansville, WI (608-223-3571). If not using this specific mix, please submit the mix design to the Engineer for approval.

This bid item shall include placement of soil stabilizer on all areas seeded in accordance with Section 207.2(d) of the Standard Specifications.

METHOD OF MEASUREMENT

Aggressive Seeding for Weedy Areas shall be measured by the Square Yard based on the plan area. No adjustment will be made for slope.

BASIS OF PAYMENT

Aggressive Seeding for Weedy Areas will be paid for at the contract price per square yard of seeding, which shall be payment in full for furnishing, handling, and storing all seed; for preparing the seed bed and sowing the seed; for furnishing, hauling, and placing soil stabilizers; for maintenance of the work and repair of all damaged areas; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Topsoil and ECRM shall be paid separately under bid items 20221, 21064 and 21073.

BID ITEM 90033 – REMOVE, SALVAGE & REPLACE HEAVY RIPRAP

DESCRIPTION

Remove, Salvage and Replace Heavy Riprap shall include the removal and placement of salvaged riprap at the locations specified on the plan set and in accord with these Special Provisions. Specifically, heavy rip rap shall be removed and salvaged from the existing box culvert intake and replaced in the rip rap pad at the new concrete box culvert wingwall. Stone shall be laid with close, broken joints and shall be firmly bedded in the slope and against the adjoining stones. The stones shall be laid perpendicular to the slopes with ends in contact. The riprap shall be thoroughly compacted as construction progresses and the finished surface shall present an even, tight surface. The larger stone shall be placed in lower course. Interstices between stones shall be chinked with spalls firmly rammed into places.

As part of salvaging and replacement activity, it is assumed some loss of material will occur. This item shall include providing and installing new heavy riprap to account for construction activity loss. Any

difference between the estimated quantity included in Remove, Salvage & Replace Heavy Riprap and the riprap quantity to be placed around the concrete box culvert wingwall shall be paid under Bid Item 20230.

The riprap shall be placed as shown on the plan, as directed by the Engineer or Construction Inspector in the field, and as called out in these Special Provisions. Unless otherwise provided, the riprap bed shall be at least 24 inches thick, measured perpendicular to the slope.

METHOD OF MEASUREMENT

Remove, Salvage and Replace Heavy Riprap shall be measured as a lump sum for all material segregated, stockpiled, and reused on site.

BASIS OF PAYMENT

Remove, Salvage and Replace Heavy Riprap shall be paid at the contract price for work as described and measured above which shall be full compensation for all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90034 – STREAM & STORM CONTROL PLAN & IMPLEMENTATION

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to prepare a storm control plan and to implement the approved plan. The stream and storm control plan shall include dry weather, wet weather and backwater flow control contingencies. The Contractor shall submit to the project engineer a plan that details how stream water and storm flows will be managed and/or diverted during placement of the new 48"x72" storm sewer box culvert and grading and restoration associated with the re-alignment and restoration of the stream channel. The approved methodology shall be installed prior to any storm sewer work. Any work, materials, and incidentals necessary to repair and restore the site due to the Stream & Storm Control Implementation shall be considered incidental to this bid item.

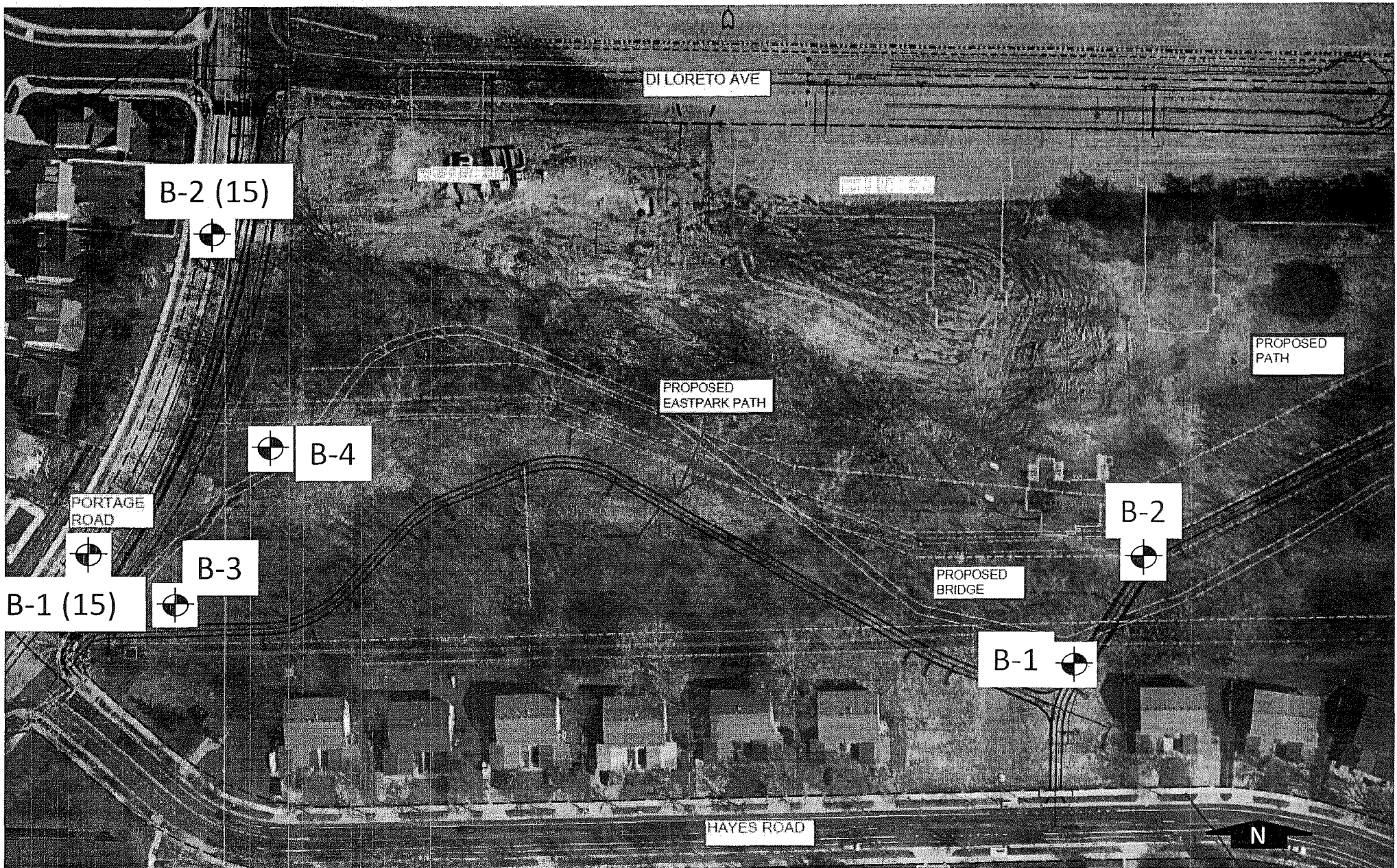
If phasing will be required to properly control the storm flows on site during project construction, this shall be defined and detailed in the Storm Control Plan. The Contractor shall provide appropriate storm control measures during the entire duration of the project. Removal of all equipment and materials used for storm control shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Stream & Storm Control Plan & Implementation shall be measured as a lump sum bid item.

BASIS OF PAYMENT

Stream & Storm Control Plan & Implementation, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.



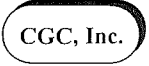
Legend

⊕ Denotes Boring Location and Number.

Notes

- 1. Soil borings completed by Badger State Drilling May 10 and 14, 2018.
- 2. Boring locations approximate.
- 3. Base map provided by City of Madison Engineering.

Scale: Reduced

Date: 8/2018	
Job No.	

BORING LOCATION EXHIBIT
 Proposed Eastpark Path and Bridge
 Portage Road Widening
 Madison, WI



LOG OF TEST BORING

Project Eastpark Path & Bridge
with Portage Rd. Widening
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 892±
 Job No. C18051-7
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Depth (ft)	Rec (in.)	Moist	N		q _u (tsf)	W	LL	PL	LI
					10 in. TOPSOIL					
1	18	M	5		FILL: Loose, Brown Silty Sand with Gravel and Clay					
2	18	M/W	19		Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)					
3	10	W	20							
4	14	W	25							
					Very Dense, Apparent Weathered to Increasingly Competent Dolomitic Limestone Bedrock					
5	1	W	100/3'		End of Boring at 14 ft due to Auger Refusal on Apparent Fairly Competent Bedrock					
					Backfilled with bentonite chips (N 43° 08.566', W 89° 18.154')					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<u>∇ 6.0'</u>	Upon Completion of Drilling	_____		Start	<u>5/14/18</u>	End	<u>5/14/18</u>	
Time After Drilling	_____		_____		Driller	<u>BSD</u>	Chief	<u>KD</u>	Rig <u>D-50</u>
Depth to Water	_____		_____		Logger	<u>DB</u>	Editor	<u>ESF</u>	
Depth to Cave in	_____		_____		Drill Method	<u>2.25" HSA; Autohammer</u>			
<small>The stratification lines represent the approximate boundary between soil types and the transition may be gradual.</small>									



LOG OF TEST BORING

Project Eastpark Path & Bridge
with Portage Rd. Widening
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 890±
 Job No. C18051-7
 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	10	M	17	14 in.	TOPSOIL					
2	12	M	19	5	FILL: Stiff, Brown Clay with Sand and Gravel	(1.5)				
3	12	W	19	5	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles & Boulders (SM)					
4	16	W	13	10						
5	8	W	23	15						
6	14	W	17	20						
7	14	W	75/8"	25	Very Dense, Weathered to Increasingly Competent, Greenish-Brown Sandstone Bedrock					
8	18	W	60	30						
9	4	W	50/4"	35						
10	4	W	50/3"	40						
11	2	W	50/3"	45						
End of Boring at 45 ft										
Backfilled with bentonite chips										
(N 43° 08.584', W 89° 18.188')										

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling ∇ <u>6.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>5/10/18</u> End <u>5/10/18</u> Driller <u>BSD</u> Chief <u>DB</u> Rig <u>D-50</u> Logger <u>DD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Eastpark Path & Bridge
with Portage Rd. Widening
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 878±
 Job No. C18051-7
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	DEPTH (ft)	Rec (in.)	Moist	N		qu (tsf)	W	LL	PL	LI
					12 in. TOPSOIL					
1		18	M/W	0	Very Soft/Very Loose, Dark Brown Sandy CLAY to Clayey SAND (SC/CL - Possible Fill)	(<0.2)				
					Stiff, Brown Lean CLAY, Trace Sand (CL)					
2		12	M	5		(1.25)				
					Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Little Silt (SP-SM)					
3		12	W	28						
					Dense, Highly Weathered to Weathered, Light Orange-Brown Sandstone Bedrock					
4		6	W	42						
5		18	W	34						
					End of Boring at 15 ft					
					Backfilled with bentonite chips					
					(N 43° 08.576', W 89° 18.353')					

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling ∇ <u>6.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>5/14/18</u> End <u>5/14/18</u> Driller <u>BSD</u> Chief <u>KD</u> Rig <u>D-50</u> Logger <u>DB</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Eastpark Path & Bridge
with Portage Rd. Widening
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 878±
 Job No. C18051-7
 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
				0	12 in. TOPSOIL					
1	12	M	12	12	Stiff, Dark Gray to Dark Brown Lean CLAY, Trace Sand (CL - Possible Fill)	(1.75)				
2	18	M	4	4	Loose to Very Loose, Dark Brown Clayey Fine SAND (SC)					
3	4	M/W	23	23	Medium Dense, Highly Weathered to Weathered, Light Orangish-Brown to White Sandstone Bedrock					
4	12	W	25	25						
5	12	W	24	24						
End of Boring at 15 ft										
Backfilled with bentonite chips										
(N 43° 08.599', W 89° 18.337')										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 8.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 5/14/18 End 5/14/18
 Driller BSD Chief KD Rig D-50
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Portage Road
150' N of Hayes, Near Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 879±
 Job No. C15051-29
 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.	EXHAUST Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					8 in. Asphalt Pavement / 8 in. Base Course					
1	16	M	23		FILL: Brown Silty Sand with Gravel to 3'					
					Dark Brown Clay with Sand to 5.5'					
2	6	M	7			(0.75)				
					Brown Silty Sand with Gravel and Clay to 10'					
3	10	W	12							
					Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
4	4	W	3							
					End Boring at 15 ft					
5	10	W	12		Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	6.0'	Upon Completion of Drilling		Start	11/17/15	End	11/17/15	
Time After Drilling				15 min.	Driller	BSD	Chief	MC	Rig
Depth to Water					Logger	JR	Editor	ESF	
Depth to Cave in				6'	Drill Method	2.25" HSA; Autohammer			

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



LOG OF TEST BORING

Project Portage Road
105'S of DiLoreto, 10'E of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 884.0
 Job No. C15051-29
 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
					X	8 in. Asphalt Pavement / 5 in. Base Course				
1	8	M	8		X	FILL: Dark Brown Clay with Trace Sand to 3'	(0.75)			
					X	Dark Brown Silt with Trace Sand to 5.5'				
2	6	M	7		X					
				5	X					
3	14	M	4		X	Very Loose, Brown Fine to Medium SAND, Some Silt and Clay, Trace Gravel (SM/SC)				
					X					
4	14	M	7		X	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)				
				10	X					
5	8	W	11		X					
				15	X	End Boring at 15 ft				
					X	Backfilled with Bentonite Chips and Asphalt Patch				
				20	X					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling ∇ 13.5' Upon Completion of Drilling _____
 Time After Drilling _____ 15 min.
 Depth to Water _____
 Depth to Cave in _____ 11'

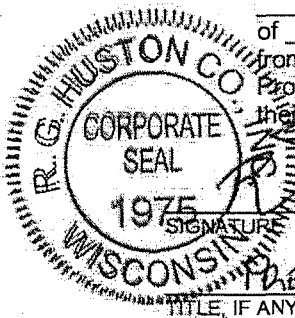
Start 11/17/15 End 11/17/15
 Driller BSD Chief MC Rig CME-55
 Logger JR Editor ESF
 Drill Method 2.25" HSA; Autohammer

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

SECTION E: BIDDERS ACKNOWLEDGEMENT
PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE
CONTRACT NO. 7613

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.

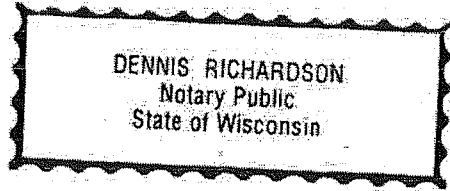
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued 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. through to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of 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.



PRESIDENT - BRAD HUSTON
 TITLE, IF ANY

Sworn and subscribed to before me this 21st day of FEBRUARY, 20 19.

(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 1-10-20
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 7613 – 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

PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE
CONTRACT No. 7613

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

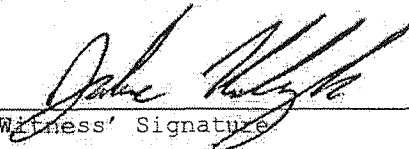
Telephone Number: (608) 255-9223

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



Bidder's Signature



Date

**PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE
CONTRACT No. 7613**

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Bullet	Trucking	0.50%
ASTI	Sawcut	0.08%
Crowley	Pavmement Marking	0.91%
JR's	Landscape	4.64%
		6.13
Subtotal SBE who are not suppliers:		<u>6.13</u> %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
USSI	Railing Supplier	1.19%

Subtotal SBE who are suppliers: 1.19 % X 0.6 = 0.71 % (discounted to 60%)

Total Percentage of SBE Utilization: 6.84 %

**PORTAGE ROAD ASSESSMENT DISTRICT - 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND
EASTLAWN MULTI-USE BRIDGE**

CONTRACT NO. 8386

DATE: 2/21/19

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$6,100.00	\$6,100.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	60.00	\$20.00	\$1,200.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	14.00	\$75.00	\$1,050.00
10802.0 - ROOT CUTTING - SIDEWALK - LF	100.00	\$10.10	\$1,010.00
10911.0 - MOBILIZATION - LS	1.00	\$81,998.34	\$81,998.34
20101.0 - EXCAVATION CUT	- CY 4217.00	\$10.00	\$42,170.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - SY	250.00	\$3.25	\$812.50
20202.0 - FILL BORROW - CY	829.00	\$20.40	\$16,911.60
20217.0 - CLEAR STONE - TON	439.00	\$11.85	\$5,202.15
20219.0 - BREAKER RUN - TON	870.00	\$11.50	\$10,005.00
20221.0 - TOPSOIL - SY	8674.00	\$3.00	\$26,022.00
20230.0 - HEAVY RIPRAP - TON	164.00	\$45.00	\$7,380.00
20232.0 - EXTRA HEAVY RIPRAP - TON	190.00	\$45.00	\$8,550.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - SY	451.00	\$3.00	\$1,353.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	750.00	\$1.30	\$975.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$850.00	\$850.00
20313.0 - REMOVE INLET - EACH	1.00	\$850.00	\$850.00
20314.0 - REMOVE PIPE - LF	7.00	\$74.00	\$518.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - LF	240.00	\$3.70	\$888.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	1500.00	\$3.15	\$4,725.00
20402.0 - CLEARING - STA	24.90	\$401.22	\$9,990.38
20407.0 - GRUBBING - STA	24.90	\$133.74	\$3,330.13
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	3.00	\$400.00	\$1,200.00
20701.0 - TERRACE SEEDING - SY	6200.00	\$1.20	\$7,440.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$535.00	\$1,070.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$150.00	\$150.00
21014.0 - CLEAR STONE BERM (DITCH CHECK) - EACH	2.00	\$300.00	\$600.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	3177.00	\$3.50	\$11,119.50
21019.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	3177.00	\$1.00	\$3,177.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	2.00	\$100.00	\$200.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	2.00	\$65.00	\$130.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	2.00	\$40.00	\$80.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	2.00	\$200.00	\$400.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	2.00	\$100.00	\$200.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	2.00	\$50.00	\$100.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	6200.00	\$1.80	\$11,160.00
21064.0 - EROSION MATTING, CLASS I, TYPE B - ORGANIC - SY	730.00	\$2.25	\$1,642.50
21073.0 - EROSION MATTING, CLASS II, TYPE C - ORGANIC - SY	2889.00	\$4.25	\$12,278.25
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	702.00	\$19.29	\$13,541.58
30203.0 - TYPE 'E' CONCRETE CURB & GUTTER - LF	180.00	\$30.30	\$5,454.00
30301.0 - 5" CONCRETE SIDEWALK - SF	3075.00	\$5.66	\$17,404.50
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - SF	1735.00	\$6.37	\$11,051.95
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	220.00	\$9.09	\$1,999.80
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	120.00	\$30.30	\$3,636.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	590.00	\$18.30	\$10,797.00

**PORTAGE ROAD ASSESSMENT DISTRICT - 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND
EASTLAWN MULTI-USE BRIDGE**

CONTRACT NO. 8386
DATE: 2/21/19

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	2100.00	\$26.20	\$55,020.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	452.00	\$79.00	\$35,708.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	355.00	\$66.50	\$23,607.50
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	180.00	\$74.85	\$13,473.00
40211.0 - BITUMINOUS TACK COAT - GAL	100.00	\$2.25	\$225.00
40301.0 - FULL WIDTH GRINDING - SY	915.00	\$5.70	\$5,215.50
50211.0 - SELECT BACKFILL FOR STORM SEWER - TF	452.00	\$0.01	\$4.52
50390.0 - SEWER ELECTRONIC MARKERS - EACH	3.00	\$50.00	\$150.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - LF	15.00	\$134.00	\$2,010.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - LF	63.00	\$78.00	\$4,914.00
50434.0 - 18 INCH TYPE II PAVEMENT STORM SEWER PIPE - LF	319.00	\$67.00	\$21,373.00
50463.0 - 18 INCH RCP AE - EACH	2.00	\$1,570.00	\$3,140.00
50499.0 - CONCRETE COLLAR - EACH	5.00	\$600.00	\$3,000.00
50723.0 - 3'X3' STORM SAS - EACH	4.00	\$3,120.00	\$12,480.00
50741.0 - TYPE H INLET - EACH	1.00	\$2,370.00	\$2,370.00
50792.0 - STORM SEWER TAP - EACH	2.00	\$2,160.00	\$4,320.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	2.00	\$615.00	\$1,230.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	200.00	\$1.35	\$270.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	1300.00	\$2.85	\$3,705.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	1400.00	\$2.25	\$3,150.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	130.00	\$2.85	\$370.50
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	500.00	\$2.25	\$1,125.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	100.00	\$6.65	\$665.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	60.00	\$6.85	\$411.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	4.00	\$95.00	\$380.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	3.00	\$150.00	\$450.00
60880.0 - PAVEMENT MARKING REMOVAL, 4-INCH - L.F.	2300.00	\$0.70	\$1,610.00
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	750.00	\$1.00	\$750.00
60882.0 - PAVEMENT MARKING REMOVAL, 8-INCH - L.F.	200.00	\$1.00	\$200.00
60885.0 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	50.00	\$5.00	\$250.00
60940.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, LINE, 4-INCH - L.F.	1000.00	\$1.00	\$1,000.00
60941.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	1200.00	\$2.00	\$2,400.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	8.00	\$230.00	\$1,840.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	1.00	\$4,400.00	\$4,400.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	1.00	\$1,930.00	\$1,930.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	24.00	\$12.50	\$300.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	13.00	\$240.00	\$3,120.00
90000.0 - PREFABRICATED STEEL TRUSS BRIDGE FURNISHED AND INSTALLED - EASTPARK PATH BRIDGE - TYPE-H10 - LS	1.00	\$181,000.00	\$181,000.00
90001.0 - REINFORCED CONCRETE BRIDGE ABUTMENTS AND WINGWALLS - LS	1.00	\$89,500.00	\$89,500.00
90002.0 - PILING STEEL HP 10-INCH X 42 LB - LF	160.00	\$72.00	\$11,520.00
90003.0 - STEEL RAILING APPROACHES - LF	80.00	\$290.00	\$23,200.00
90004.0 - CONCRETE RAILING FOOTING - EACH	6.00	\$420.00	\$2,520.00
90005.0 - REINFORCED CONCRETE APPROACH SLABS - SY	26.00	\$267.00	\$6,942.00
90006.0 - PRE-BORING ROCK OR CONSOLIDATED MATERIALS - LF	50.00	\$390.00	\$19,500.00

PORTAGE ROAD ASSESSMENT DISTRICT - 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND
 EASTLAWN MULTI-USE BRIDGE

CONTRACT NO. 8386

DATE: 2/21/19

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
90007.0 - PREFABRICATED STEEL TRUSS BRIDGE FURNISHED AND INSTALLED - EASTLAWN PLAT BRIDGE - TYPE H-5 - LS	1.00	\$192,000.00	\$192,000.00
90008.0 - 5 INCH STAMPED & COLORED CONCRETE - SF	420.00	\$10.31	\$4,330.20
90009.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	100.00	\$17.00	\$1,700.00
90010.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	100.00	\$5.00	\$500.00
90030.0 - PRE-CAST 48 INCH X 72 INCH REINFORCED CONCRETE BOX CULVERT - LF	56.00	\$695.00	\$38,920.00
90031.0 - CAST-IN-PLACE 48 INCH X 72 INCH CONCRETE BOX CULVERT WINGWALL - EACH	1.00	\$11,750.00	\$11,750.00
90032.0 - AGGRESSIVE SEEDING FOR WEEDY AREAS - SY	2474.00	\$2.40	\$5,937.60
90033.0 - REMOVE, SALVAGE AND REPLACE HEAVY RIPRAP - LUMP SUM	1.00	\$2,600.00	\$2,600.00
90034.0 - STREAM & STORM CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$5,280.00	\$5,280.00
98 Items	Totals		\$1,160,490.00



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

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

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, 2018 through January 31, 2020.

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

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

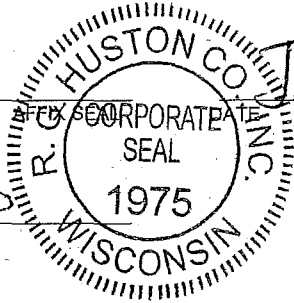
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

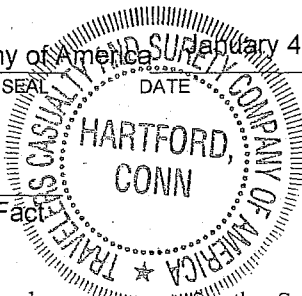


January 8, 2018

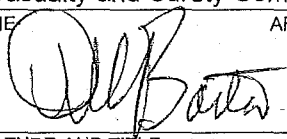
By: 
SIGNATURE AND TITLE

SURETY

Travelers Casualty and Surety Company of America
COMPANY NAME

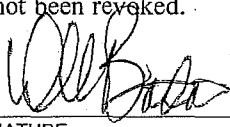


January 4, 2018
DATE

By: 
SIGNATURE AND TITLE Attorney-in-Fact

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

January 4, 2018
DATE


AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8044
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269866

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 19th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

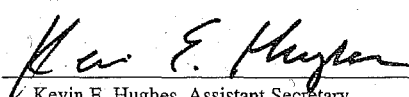
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of January, 20 18.


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of March in the year Two Thousand and Nineteen 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 MARCH 19, 2019, 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:

PORTAGE ROAD ASSESSMENT DISTRICT - 2016 AND EASTPARK MULTI-USE PATH & BRIDGE AND EASTLAWN MULTI-USE BRIDGE CONTRACT NO. 7613

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 ONE MILLION ONE HUNDRED SIXTY THOUSAND FOUR HUNDRED NINETY AND NO/100 (\$1,160,490.00) 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 Contractor state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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:

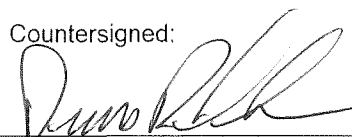
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

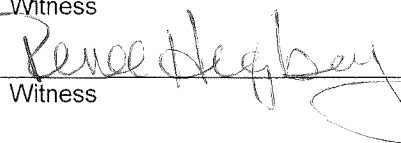
To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

**PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE
CONTRACT NO. 7613**

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.

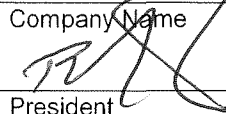
Countersigned:


 3-7-19
Witness Date

 3/11/19
Witness Date

R. G. HUSTON CO., INC.

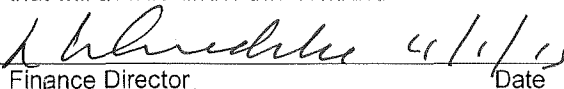
R. G. HUSTON CO., INC.
Company Name


 3/7/19
President Date

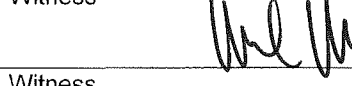
 3/11/19
Secretary Date

CITY OF MADISON, WISCONSIN

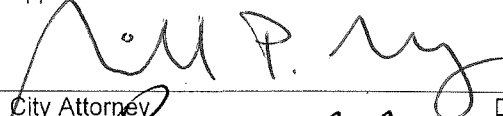
Provisions have been made to pay the liability that will accrue under this contract.

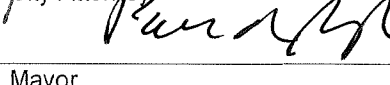
 4/1/19
Finance Director Date

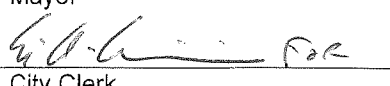
 4-1-19
Witness Date

 3/27/19
Witness Date

Approved as to form:

 4.01.19
City Attorney Date

 4.01.19
Mayor Date

 3-27-19
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal,
and Travelers Casualty and Surety Company of America
Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of ONE MILLION ONE HUNDRED SIXTY THOUSAND FOUR
HUNDRED NINETY AND NO/100 (\$1,160,490.00) 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:

**PORTAGE ROAD ASSESSMENT DISTRICT - 2016
AND EASTPARK MULTI-USE PATH & BRIDGE
AND EASTLAWN MULTI-USE BRIDGE
CONTRACT NO. 7613**

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 20th day of March, 2019

Countersigned:

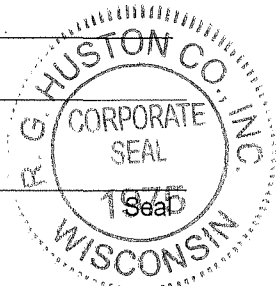
[Signature]
Witness

[Signature]
Secretary

Approved as to form:

[Signature]
City Attorney

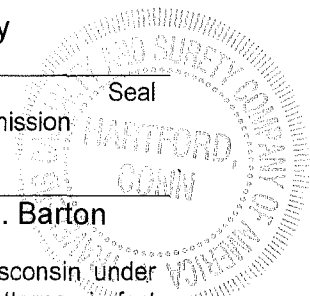
R. G. HUSTON CO., INC.
Company Name (Principal)
[Signature]
President



Travelers Casualty and Surety
Company of America

Surety
 Salary Employee Commission Seal

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



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 283633 for the year 2019, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

March 20, 2019

Date

[Signature]
Agent Signature Dennis M. Barton



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

POWER OF ATTORNEY

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

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

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



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **20th** day of **March**, 2019



Kevin E. Hughes, Assistant Secretary

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