

Contract Routing Form

ROUTING: Routine

printed on: 06/14/2017

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

Project: S. Stoughton Rd Service Rd, Remington Rd and Blossom Ln Assessment District - 2017

Contract No.: 7845
Enactment No.: RES-17-00462
Dollar Amount: 658,725.39

File No.: 47230
Enactment Date: 06/13/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-15-2017	6-15-2017
Director of Civil Rights	6.16.17	6.20.17 ^{FJ}
Risk Manager	6.21.17	6/21/17 ^{REN}
Finance Director	6.21.17	6.21.17 ^{AW}
City Attorney #798	6.21.17	
Mayor	6.29.17 ^{BT}	6.29.17

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

Original + 2 Copies

06/14/2017 13:37:20 enjls - LeAnne Hannan 266-4057

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 658,725.39
AA Plan: APPROVED
Amendment / Addendum # N/A
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 47230 **Version:** 1 **Name:** Awarding Public Works Contract No. 7845, S. Stoughton Rd Service Rd, Remington Rd and Blossom Ln Assessment District - 2017.

Type: Resolution **Status:** Passed

File created: 5/9/2017 **In control:** BOARD OF PUBLIC WORKS

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

Enactment date: 6/13/2017 **Enactment #:** RES-17-00462

Title: Awarding Public Works Contract No. 7845, S. Stoughton Rd Service Rd, Remington Rd and Blossom Ln Assessment District - 2017.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7845.pdf

Date	Ver.	Action By	Action	Result
6/6/2017	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
5/17/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
5/9/2017	1	Engineering Division	Refer	

In the adopted 2017 capital budget Engineering-Major Streets has budgeted \$10,294,800 for the resurfacing of existing streets via the Pavement Management capital program (MUNIS 10540). The proposed resolution awards the contract for the resurfacing of the Stoughton Road Service road at a total estimated cost of \$711,430. Funding is provided by GO Borrowing and associated utilities.

MUNIS:
 11437-402-170:54410 (91396) - \$255,210.00
 11437-402-174:54445 (91345) - \$53,810.00
 11437-84-174:54445 (91345) - \$53,810.00
 11437-86-179:54445 (91360) - \$370,940.00

Awarding Public Works Contract No. 7845, S. Stoughton Rd Service Rd, Remington Rd and Blossom Ln Assessment District - 2017.

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

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

See attached document (Contract No. 7845) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7845
S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN ASSESSMENT DISTRICT - 2017

R.G. HUSTON CO., INC. \$658,725.39

Acct. No. 11437-402-170:54410 (91396)	\$236,301.39
Contingency 8%±	<u>18,908.61</u>
Sub-Total	\$255,210.00

Acct. No. 11437-402-174:54445 (91345)	\$49,822.70
Contingency 8%±	<u>3,987.30</u>
Sub-Total	\$53,810.00

Acct. No. 11437-84-174:54445 (91345)	\$29,134.30
Contingency 8%±	<u>2,335.70</u>
Sub-Total	\$31,470.00

Acct. No. 11437-86-179:54445 (91360)	\$343,467.00
Contingency 8%±	<u>27,473.00</u>
Sub-Total	\$370,940.00

GRAND TOTAL	<u>\$711,430.00</u>
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Licensee Demographics

Name: VIGNA, JOSEPH L
NPN: 257951
Domicile State: Wisconsin
Domicile Country: United States
Resident?: Yes
Business Address: WAUKESHA, WI 53186-2073

License Quick View

License Class	License Status	Status Date	Effective Date	Expiration Date
Intermediary (Agent) Individual	Active	07/22/2016	09/01/2016	08/31/2018

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(262) 317-8045
Business Fax Phone	(262) 792-0114
Fax Phone	(262) 717-9434

Email

Type	E-mail
Business Email	jvigna@robertsonryan.com
Mailing Email	joseph_vigna@ajg.com

Website

No results found.

License Information

License Type: Intermediary (Agent) Individual
License Number: 257951
License Status: Active
Status Date: 07/22/2016
First Active Date: 01/01/1982
Effective Date: 09/01/2016
Expiration Date: 08/31/2018
Legacy License ID: 1070283
Shop Exchange Authorized: No
Individual Exchange Authorized: No

Line Name	Qualification	School Code	Exam/Cert Date	Line Status	Status Date	Effective Date
Surety	Exam		07/25/2014	Approved	07/22/2016	07/25/2014
Casualty	Exam		01/01/1982	Approved	07/22/2016	01/01/1982

Designated Responsible Licensed Producer

No results found.

Relationships

No results found.

Business Entity Affiliations

No results found.

DBA/Trade Name

No results found.

Continuing Education Information

CE Compliant: No
Compliance Date:
CE Start Date: 09/01/2016
CE End Date: 08/31/2018
Design/Over 25 years: No
CE Exemption Type: Not Exempt
CE Exemption Reason:
General Target: 21
General Credits: 6
Ethics Target: 3
Ethics Credits: 0

Appointments

Appointments

Company Name	FEIN	NAIC CoCode	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
Travelers Casualty and Surety Company of America	60907370	31194	Intermediary (Agent) Individual	Casualty	10/25/1990	3/1/2017	2/28/2018
Travelers Indemnity Company, The	60566050	25658	Intermediary (Agent) Individual	Casualty	1/13/2006	3/1/2017	2/28/2018
Travelers Indemnity Company of America, The	586020487	25666	Intermediary (Agent) Individual	Casualty	1/13/2006	3/1/2017	2/28/2018
Travelers Indemnity Company of Connecticut, The	60336212	25682	Intermediary (Agent) Individual	Casualty	1/13/2006	3/1/2017	2/28/2018
Travelers Property Casualty Company of America	362719165	25674	Intermediary (Agent) Individual	Casualty	1/13/2006	3/1/2017	2/28/2018
Travelers Home and Marine Insurance Company, The	351838079	27998	Intermediary (Agent) Individual	Casualty	12/14/2007	3/1/2017	2/28/2018
Transportation Insurance Company	361877247	20494	Intermediary (Agent) Individual	Casualty	9/24/1993	3/1/2017	2/28/2018
Travelers Casualty and Surety Company	66033504	19038	Intermediary (Agent) Individual	Casualty	8/25/1978	3/1/2017	2/28/2018

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[Next](#)
[Last](#)

Demographics

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

Address

Business Address

One Tower Sq
 Hartford, CT 06183
 United States

Mailing Address

ONE TOWER SQUARE
 HARTFORD, CT 06183
 United States

Statutory Home Office Address

One Tower Sq
 Hartford, CT 06183
 United States

Main Administrative Office Address

One Tower Sq
 Hartford, CT 06183
 United States

Phone, E-mail, Website

Phone

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

Email

No results found.

Website

No results found.

Company Type

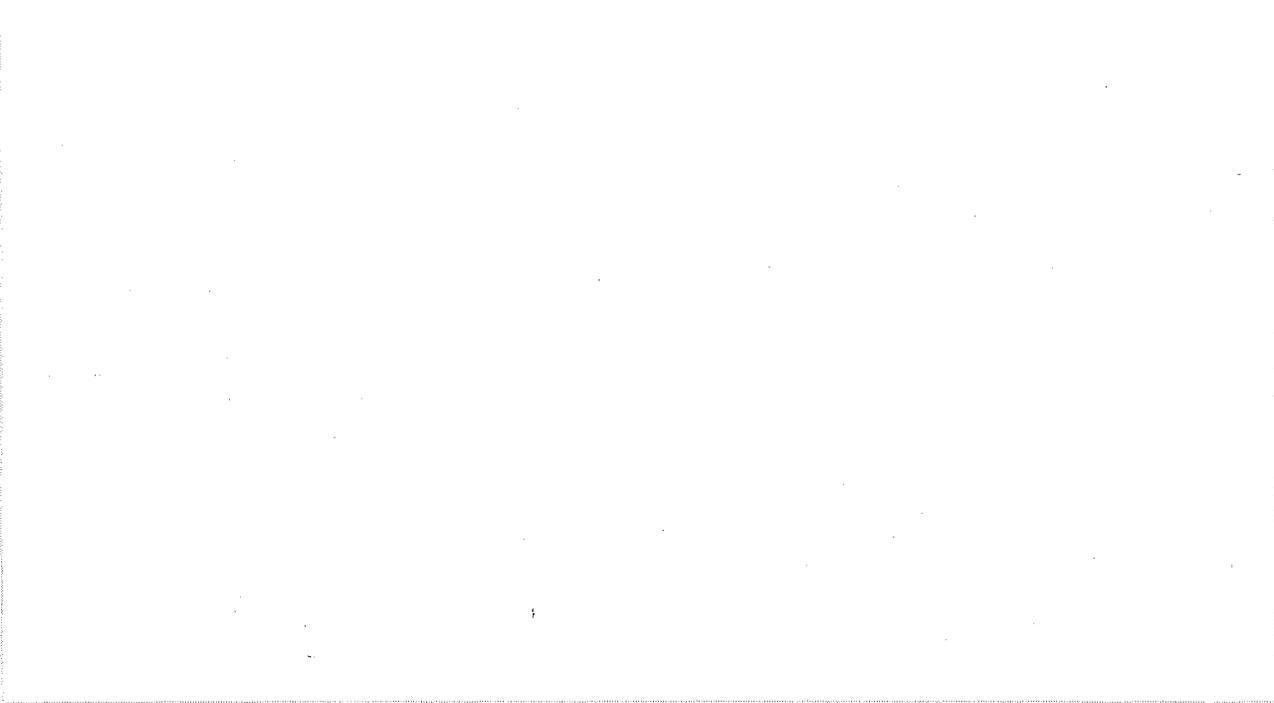
Company Type: Property and Casualty
Status: Active
Status Reason:
Status Date: 09/10/1975
Effective Date: 07/01/1997
Legacy State ID: 110846
Issue Date: 09/10/1975
Approval Date:
File Date:
Articles of Incorporation Received: No
Article No:
COA Number:

Appointments

Q denni

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS DIESSNER	365288	365288	Intermediary (Agent) Individual	Casualty	05/29/2013	03/01/2017	02/28/2018
DENNIS PAULS	13879932	13879932	Intermediary (Agent) Individual	Casualty	06/20/2014	03/01/2017	02/28/2018
DENNIS LINDER	259832	259832	Intermediary (Agent) Individual	Casualty	10/25/1990	03/01/2017	02/28/2018
DENNIS KUHNKE	283914	283914	Intermediary (Agent) Individual	Casualty	02/06/2015	03/01/2017	02/28/2018
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	03/01/2017	02/28/2018
JOHN DENNIS	993414	993414	Intermediary (Agent) Individual	Casualty	11/12/2015	03/01/2017	02/28/2018
DENNIS DIESSNER	365288	365288	Intermediary (Agent) Individual	Property	05/29/2013	03/01/2017	02/28/2018
DENNIS PAULS	13879932	13879932	Intermediary (Agent) Individual	Property	06/20/2014	03/01/2017	02/28/2018
DENNIS LINDER	259832	259832	Intermediary (Agent) Individual	Property	10/25/1990	03/01/2017	02/28/2018
DENNIS KUHNKE	283914	283914	Intermediary (Agent) Individual	Property	02/06/2015	03/01/2017	02/28/2018

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Contact



Filter

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

First Previous 1 Next Last

Company Merger



Filter

SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comments

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Name Change History

Q Filter

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

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\$658,725.39
FILE

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

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7845

MUNIS NO. 11437

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 6, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7845

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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: lh

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:	S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN ASSESSMENT DISTRICT - 2017
CONTRACT NO.:	7845
SBE GOAL	7%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	APRIL 28, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M)	APRIL 28, 2017
BID SUBMISSION (1:00 P.M.)	MAY 5, 2017
BID OPEN (1:30 P.M.)	MAY 5, 2017
PUBLISHED IN WSJ	APRIL 21 & 28, 2017

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7845

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

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

SECTION 102.12 **BEST VALUE CONTRACTING**

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

ARTICLE 104 **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, installation of water main and reconnection of water services; storm sewer; curb and gutter; pulverizing, shaping and resurfacing the existing pavement on Blossom Ln and the S. Stoughton Rd Service Rd,; base preparation; asphalt pavement on Remington Rd; and concrete driveway aprons.

The project limits for the work are S. Stoughton Rd Service Rd from Blossom Ln to 740' north of Remington Rd, Blossom Ln from E Buckeye Rd to Remington Rd, and Remington Rd from the S Stoughton Rd Service Rd to the east end. The total street project length is approximately 2230 lineal feet of resurfaced street and 385 lineal feet of new street.

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

SECTION 104.4 **INCREASED OR DECREASED QUANTITIES**

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

SECTION 105.12 **COOPERATION OF THE CONTRACTOR**

It is expected that certain items of work will require multiple mobilizations to meet the requirements of the traffic control plan and the restoration and erosion control requirements.

The Contractor shall use care around existing trees, plantings, fences, walls, steps, driveways and any other structures or amenities that are indicated on the plans to remain. The Contractor shall be aware that there are properties with landscaping and other features near the work area; the contractor shall not remove these items unless specifically called out on the plans. Damage to these items during

construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Tree impacts associated with this project are minimal. The Contractor shall use care while working near existing trees and all standard tree protection specifications shall be strictly enforced.

Utility Coordination

Madison Gas & Electric will be replacing the gas main on each of the three streets. Work should be completed by July 31, 2017.

Other Work in the Area

The Wisconsin Department of Transportation will be repaving the southbound lanes of S. Stoughton Rd between E. Broadway and Milwaukee St. beginning in April and continuing throughout the summer.

The City of Madison will be constructing the Capital City Trail bike path, crossing E. Buckeye Rd at the railroad tracks east of Blossom Lane, starting in mid-summer of 2017.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

All signing and barricading shall conform to Part VI of the Federal Highways Administration's "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.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses on South Stoughton Road Service Road, Remington Road, and Blossom Lane 48 hours before any work is done that would obstruct their driveways.

South Stoughton Road Service Road, Remington Road and Blossom Lane may be closed to through traffic within the project limits. Contractor shall maintain two-way local traffic at all times. Contractor shall provide minimum of 12 feet of space for local traffic while work is being completed. Roadway must be open to one lane in each direction during non-working hours.

The work areas shall be backfilled, plated, or protected by traffic control devices during non-working hours. If steel plates are used, notify the City of Madison Streets Division, (608-266-4681), 24-hours prior to placement of the plates. All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall include any necessary detour routes, signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours

(if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

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.

Contractor shall place a portable changeable message board 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 board as directed by the Engineer. In the event that resurfacing and street construction are completed at a later date, after the streets have been opened to through traffic, message boards shall be placed at least one week in advance of the start of resurfacing at the expense of the contractor.

Contractor shall notify the City of Madison Police Department, Fire Department, 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.

Maintain sidewalk at all times on Blossom Lane and E Buckeye Road. Maintaining Sidewalk is considered incidental to the contract.

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, (608-266-4767), 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 Sean Malloy, City of Madison Traffic Engineering, at (608-266-5987) for questions on this spec.

SECTION 108.2

PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit.

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

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

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

City of Madison to acquire a permit from the Wisconsin Department of Transportation to do work for pipe P-7.

If a permit cannot be obtained, the storm sewer work shown on Sheet U-2 shall be removed from this contract.

SECTION 109.2 **PROSECUTION OF WORK**

The Contractor shall have the option of completing the work in one of three ways: (1) complete all portions of the construction in 2017, (2) complete all portions of the work beginning in the Spring of 2018, or (3) install the utilities in the Fall of 2017 and complete the street construction and resurfacing in 2018. The Contractor shall notify City Engineering of their preferred option within seven (7) days following the award of the contract.

If the Contractor elects to perform all of the work in 2017, the work must be completed by **October 15, 2017**. If the Contractor elects to perform all or a portion of the work in 2018, the work must be completed by **June 15, 2018**. If Option (3) is chosen, the contract shall be suspended during the winter months and time shall not be charged against the project; the Contractor will be responsible for maintaining a paved surface during the time from when work is halted in 2017 until work commences in 2018. There will be no additional compensation for temporary pavement, additional changeable message boards, additional mobilization payments, or any other compensation for costs associated with suspending the work for the winter months if the Contractor chooses to perform all or part of the work in 2018.

The total time of completion of this contract is **SEVENTY-SIX (76) CALENDAR DAYS**.

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

SECTION 210.1(d) **STREET SWEEPING**

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

BID ITEM 10911 **MOBILIZATION**

Work under this contract will require multiple mobilizations for various aspects of the work in order to complete the work per the traffic control specifications and to meet the erosion control and phasing requirements of the project. All mobilizations shall be considered incidental to this bid item.

BID ITEM 20201 **EXCAVATION CUT**

DESCRIPTION

Excavation Cut shall include all excavation from within the limits shown on the plans and cross sections. The Contractor shall be responsible for determining a suitable off-site disposal location for excess excavated materials or material that is deemed unusable as fill on site, for hauling unsuitable material from the site, and for placement at the disposal site.

ARTICLE 210.6 **EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT**

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

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

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

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

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

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

BID ITEM 21002 **EROSION CONTROL INSPECTION**

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

BID ITEM 30201

TYPE "A" CONCRETE CURB AND GUTTER

BASIS OF PAYMENT

The unit price bid for BID ITEM 30201 TYPE "A" CONCRETE CURB AND GUTTER shall be full compensation, as outlined in Sec. 302.3(b) of the Standard Specifications regardless of whether the curb is machine laid or hand formed. There shall be no additional compensation for hand formed curb and gutter.

ARTICLE 500 SEWERS AND SEWER STRUCTURES

The storm sewer designer for this project is Elia E Acosta. She may be contacted at (608) 266-4096 or eacosta@cityofmadison.com.

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 549 lineal feet of new storm sewer of various sizes ranging from 6" PVC to 18" RCP at locations shown on the plan and in accordance with these specifications.

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

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

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

BID ITEM 50801

UTILITY LINE OPENING (ULO)

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

SECTION 701

PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

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 ductile iron water main and fittings on South Stoughton Service Road, Remington Road and Blossom Lane within the project limits. The project also includes abandoning existing water main including water valves and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or

otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Service Laterals

Note that existing service lateral sizes are unknown in some cases and noted in the plans as "N/A." It is presumed that these are ¾" services and noted as 1-in reconnections in the plans. When reconnecting services, match the existing size, except for ¾" services, which shall be upsized to 1-in. Reconnections shall be paid by size under bid items 70056, 70057 and 70058 for 1-in, 1.5-in and 2-in reconnections respectively.

Dead End Main on South Stoughton Service Road

Note that the existing water main on South Stoughton Service Road north of Remington Road is a dead end. Sequence water main operations to minimize outages to affected business owners and residents on the service road.

Water Services Outages

Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents.

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 and these special provisions for details.

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 90001 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90002 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 INSTALL PIPE P-7

DESCRIPTION

Work under this item shall include all work, labor, materials and incidentals needed to provide and install pipe P-7 from S-9 to S-8 as shown on the plans. This item includes, pipe, pipe bends, backfill, excavation,

restoration and incidentals necessary to install pipe P-7. Installation of this pipe shall be completed with limited disturbance to the existing terrace and or ditch.

This item also includes all restoration items including Erosion Matting Class II-Type B, Sun Terrace seed mix, fertilizer and polymer.

METHOD OF MEASUREMENT

Install Pipe P-7 shall be measured as a lump sum as the pipe is installed in the field.

BASIS OF PAYMENT

Install Pipe P-7 shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.

BID ITEM 90031 6" C900 STORM SEWER PIPE

DESCRIPTION

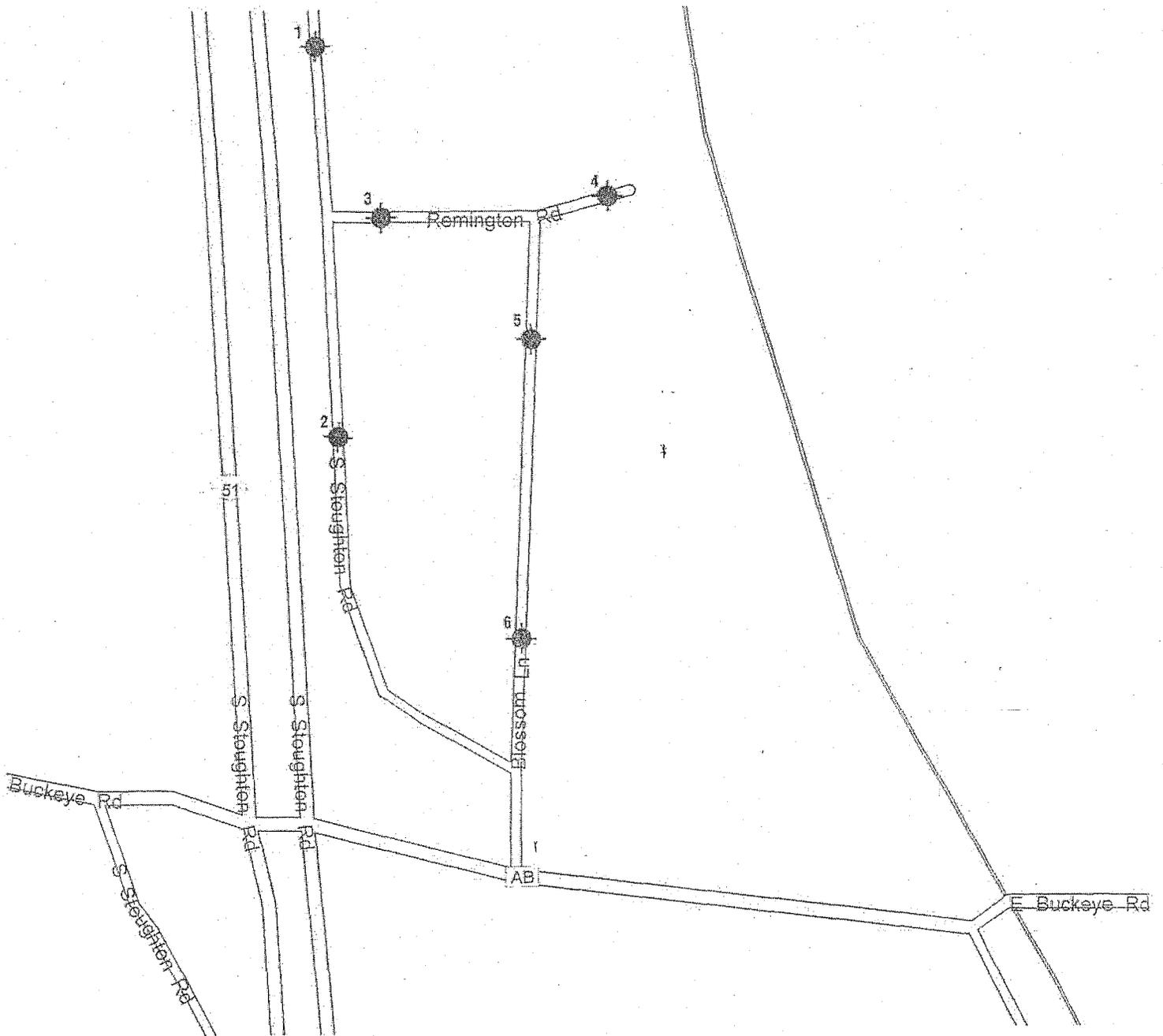
Work under this item shall include the installation of 6" AWWA C900 Class 150 DR 18 pipe in the location shown on the plan. The proposed pipe shall be installed in conformance to the Article 503.3 of City of Madison Standard Specifications for Public Works Construction 2017 edition.

METHOD OF MEASUREMENT

6" Storm Sewer Pipe will be measured by the linear foot, acceptably installed in place, in accordance with Article 503.4 of the Standard Specifications.

BASIS OF PAYMENT

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



Legend

 Denotes Boring Location (approximate)

Notes

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

SOIL BORING LOCATION PLAN
Blossom Lane Area

DWN: - APP'D: MNS Date: 9/16 CI6051-10



LOG OF TEST BORING

Project Blossom Lane Area
 Stoughton: 180'N of Remington, Near CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) _____
 Job No. C16051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					4.5 in. Asphalt Pavement/8 in. Base Course					
1		4	M	7	Soft to Medium Stiff, Brown Lean CLAY (CL)	(0.75)				
2		10	M	4	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)	(0.4)	†			
3-AS		0	M	51	End of Boring at 15 ft					
4		9	M	54	Backfilled with Bentonite Chips and Asphalt Patch					
5		18	M	24						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/12/16 End 9/12/16
 Driller BSD Chief MC Rig CME-55
 Logger FD Editor ESF
 Drill Method 2.25" HSA; Automatic Hammer

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



LOG OF TEST BORING

Project Blossom Lane Area
 Stoughton: 240'S of Remington, 10'E of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) _____
 Job No. C16051-10
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 286-4100, FAX (608) 286-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rac (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	5 in. Asphalt Pavement/7.5 in. Base Course				
1	1	M	12		X	FILL: Medium Dense, Brown Sand with Silt, Gravel and Clay				
2	18	M	17		X	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	17	M	26		X					
4	18	M	23		X					
5	18	M	42		X					
					X	End of Boring at 15 ft				
					X	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/12/16 End 9/12/16
 Driller BSD Chief MC Rig CME-55
 Logger FD Editor ESF
 Drill Method 2.25" HSA; Automatic
 Hammer _____

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



LOG OF TEST BORING

Project Blossom Lane Area
 Remington: 170'W of Blossom, Near CL
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) _____
 Job No. C16051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES									
No.	TYPE DEPTH	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL	LT				
					X	3 in. Asphalt Pavement/7 in. Base Course									
1	12	M	10		/	Medium Stiff to Stiff, Brown Lean CLAY (CL)					(1.5)				
2	15	M	10		/						(0.75)				
3	14	M	4		/	Very Soft and Sandy Near 6.5 ft.					(0.2)				
4	9	M	25			Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)									
					x	Weathered to Competent BEDROCK									
5	18	M	37			End of Boring at 15 ft									
						Backfilled with Bentonite Chips and Asphalt Patch									

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/12/16 End 9/12/16
 Driller BSD Chief MC Rig CME-55
 Logger FD Editor ESF
 Drill Method 2.25" HSA; Automatic
Hammer

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



LOG OF TEST BORING

Project Blossom Lane Area
 Remington: 130'E of Blossom, 5'S of CL
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) _____
 Job No. C16051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					X	2 in. Asphalt Pavement/8 in. Base Course				
1		10	M	7	█	FILL: Soft to Stiff, Dark Brown Clay with Sand				
					█	(0.5-1.0)				
2		17	M	10	█	Very Stiff, Brown Lean CLAY, Trace to Little Sand (CL)				
					█	(1.75)				
3		12	M	12	█	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		18	M	38	█	Weathered to Competent BEDROCK				
5			M	50/2"	█	End of Boring at 15 ft				
					█	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/12/16 End 9/12/16
 Driller BSD Chief MC Rig CME-55
 Logger FD Editor ESF
 Drill Method 2.25" HSA, Automatic
 Hammer _____

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



LOG OF TEST BORING

Project Blossom Lane Area
Blossom: 120'S of Remington, Near CL
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) _____
 Job No. C16051-10
 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	X X	3 in. Asphalt Pavement/10 in. Base Course				
1	14	M	15	15	/ / /	Hard, Brown Lean CLAY (CL)				
				5	O O O	Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	12	M	16	16	O O O					
3	17	M	23	23	O O O					
4	17	M	24	24	O O O					
				10	O O O					
5	18	M	69	15	O O O					
				15	O O O	End of Boring at 15 ft				
				20	O O O	Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/12/16</u> End <u>9/12/16</u> Driller <u>BSD Chief MC</u> Rig <u>CME-55</u> Logger <u>FD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Automatic Hammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Blossom Lane Area
 Blossom: 225'N of Buckeye, 5'W of CL
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) _____
 Job No. C16051-10
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					X	3.5 in. Asphalt Pavement/9 in. Base Course				
1		12	M	12		FILL: Medium Dense, Brown Sand with Some Silt and Gravel to 5 ft				
2		5	M	11						
3		12	M	6		Loose, Dark Brown Silty Sand with Gravel and Clay to 8 ft				
4		8	M	12		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5		10	M	30		End of Boring at 15 ft				
						Backfilled with Bentonite Chips and Asphalt Patch				

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling <input checked="" type="checkbox"/> <u>NW</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____	Start <u>9/12/16</u> End <u>9/12/16</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>FD</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Automatic Hammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

SECTION E: BIDDERS ACKNOWLEDGEMENT

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7845

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

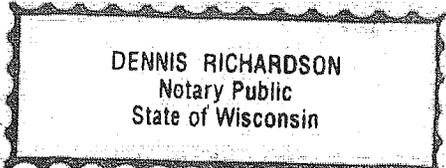
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 0 through 0 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of R.G. HASTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]
SIGNATURE
PRESIDENT
TITLE, IF ANY



Sworn and subscribed to before me this 5 day of May, 2017.
[Signature]

(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 7845 – 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

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017
CONTRACT 7845

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

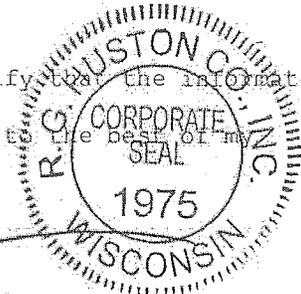
Telephone Number: (608) 255-9223

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.



[Handwritten Signature]
Witness' Signature

[Handwritten Signature]
Bidder's Signature

5/5/17
Date

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017
CONTRACT 7845

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
BULLET	TRUCKING	1%
JR CONSTR.	CLEAR & GRUB ONLY	2.3%
HARD ROCK	SAWCUT	0.09

Subtotal SBE who are not suppliers: 3.39 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

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

Total Percentage of SBE Utilization: 3.39 %

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7845

DATE: 5/5/2017

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LS	1.00	\$3,200.00	\$3,200.00
10721.0 - TRAFFIC CONTROL SIGN-PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$125.00	\$875.00
10911.0 - MOBILIZATION - LS	1.00	\$42,200.00	\$42,200.00
20101.0 - EXCAVATION CUT - CY	858.00	\$24.75	\$21,235.50
20219.0 - BREAKER RUN - TON	520.00	\$11.50	\$5,980.00
20231.0 - TOPSOIL - SY	853.00	\$5.22	\$4,452.66
20322.0 - REMOVE CONCRETE CURB & GUTTER - LF	257.00	\$8.30	\$2,133.10
20323.0 - REMOVE SIDEWALK & DRIVE - SF	175.00	\$3.85	\$673.75
20303.0 - SAWCUT BITUMINOUS PAVEMENT FULL DEPTH - LF	112.00	\$1.55	\$173.60
20401.0 - CLEARING - ID	187.00	\$40.00	\$7,480.00
20406.0 - GRUBBING - ID	187.00	\$40.00	\$7,480.00
20701.0 - TERRACE SEEDING - SY	853.00	\$2.00	\$1,706.00
21061.0 - EROSION MATTING, CLASS 1 URBAN TYPE A - SY	853.00	\$1.55	\$1,322.15
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	969.00	\$15.45	\$14,971.05
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - SF	1304.00	\$5.86	\$7,641.44
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	456.00	\$14.45	\$6,589.20
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO.2 - TON	418.00	\$18.00	\$7,524.00
40202.0 - HMA PAVT TYPE E-1 - TON	1602.00	\$50.81	\$81,397.62
40211.0 - TACK COAT - GAL	862.00	\$2.78	\$2,396.36
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL - LF	56.00	\$16.16	\$904.96
40311.0 - PULVERIZE & SHAPE - SY	7369.00	\$2.50	\$18,422.50
90001.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	5.00	\$30.00	\$150.00
90002.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	5.00	\$1.00	\$5.00
20217 - CLEAR STONE - TON	300.00	\$11.85	\$3,555.00
21002.0 - EROSION CONTROL INSPECTION - EACH	2.00	\$400.00	\$800.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	3.00	\$515.00	\$1,545.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$735.00	\$735.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	6.00	\$150.00	\$900.00
21018.0 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	200.00	\$3.75	\$750.00
21023.0 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	200.00	\$1.00	\$200.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	18.00	\$40.00	\$720.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	36.00	\$40.00	\$1,440.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	18.00	\$40.00	\$720.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	33.00	\$30.70	\$1,013.10
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	298.00	\$57.70	\$17,194.60
50741.0 - TYPE H INLET - EACH	9.00	\$2,250.00	\$20,250.00
20312.0 - REMOVE CATCHBASIN - EACH	2.00	\$460.00	\$920.00
20313.0 - REMOVE INLET - EACH	3.00	\$420.00	\$1,260.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	415.00	\$0.01	\$4.15
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	87.00	\$63.45	\$5,520.15
50723.0 - 3'X3' STORM SAS - EACH	5.00	\$2,660.00	\$13,300.00
50801.0 - UTILITY LINE OPENING - EACH	1.00	\$600.00	\$600.00
90030.0 - INSTALL PIPE P-7 - LUMP SUM	1.00	\$5,600.00	\$5,600.00

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7845

DATE: 5/5/2017

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
90031.0 - 6" C900 STORM SEWER PIPE - LF	30.00	\$48.50	\$1,455.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	1550.00	\$20.75	\$32,162.50
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS -- L.F.	160.00	\$62.70	\$10,032.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	20.00	\$161.10	\$3,222.00
70005.0 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1880.00	\$96.75	\$181,890.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	6.00	\$1,160.00	\$6,960.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	1.00	\$1,490.00	\$1,490.00
70034.0 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	9.00	\$2,385.00	\$21,465.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	5.00	\$3,375.00	\$16,875.00
70055.0 - REPLACE 2-INCH COPPER SERVICE LATERAL - EACH	1.00	\$3,250.00	\$3,250.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	21.00	\$1,500.00	\$31,500.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	7.00	\$2,700.00	\$18,900.00
70058.0 - RECONNECT 2-INCH SERVICE LATERAL - EACH	1.00	\$2,415.00	\$2,415.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	1.00	\$1,765.00	\$1,765.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	3.00	\$1,165.00	\$3,495.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	4.00	\$1,000.00	\$4,000.00
70090.0 - ABANDON WATER VALVE BOX - EACH	5.00	\$140.00	\$700.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	16.00	\$13.00	\$208.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	1.00	\$1,000.00	\$1,000.00
62 Items	Totals		\$658,725.39



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

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

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

BIENNIAL BID BOND

R.G. Huston Co., Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of March 20, 2017 through February 1, 2018.

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

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

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

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

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

PRINCIPAL

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

March 20, 2017
DATE

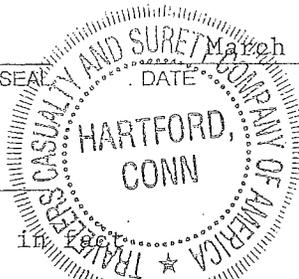


By: [Signature]
SIGNATURE AND TITLE *Sec/Treas.*

SURETY

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
COMPANY NAME AFFIX SEAL

March 20, 2017
DATE



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

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

March 20, 2017
DATE

[Signature]
AGENT Dennis M. Barton

18550 W. Observatory Rd
ADDRESS

New Berlin, Wisconsin 53146

CITY, STATE AND ZIP CODE

414-491-5313
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 219817

Certificate No. 002293954

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

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

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

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

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

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

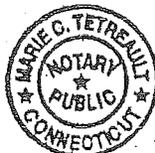


State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

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

Kori M. Johanson

Kori M. Johanson, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of JUNE in the year Two Thousand and Seventeen between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JUNE 6, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7845

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 SIX HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 39/100 (\$658,725.39) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or 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.

**S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7845**

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

Countersigned:

James Richard 5/18/17
Witness Date
Donald Hegbey 5/18/17
Witness Date

R. G. HUSTON CO., INC
Company Name
[Signature] 5/18/17
President Date
[Signature] 5/18/17
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 29th day of June, 2017

[Signature]
Witness

[Signature] 29 June 2017
Mayor Date

[Signature]
Witness

[Signature] for 6-15-17
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 SIX HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 39/100 (\$658,725.39) 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:

**S. STOUGHTON RD SERVICE RD, REMINGTON RD AND BLOSSOM LN
ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7845**

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

Signed and sealed this 7th day of June, 2017

Countersigned:

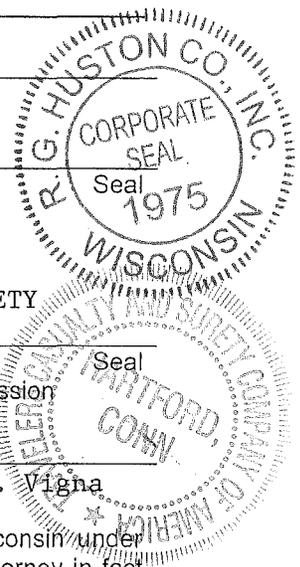
[Signature]
Witness

[Signature]
Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)

[Signature]
President



Approved as to form:

[Signature]
City Attorney

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Surety Salary Employee Commission Seal

By Joseph L. Vigna
Attorney-in-Fact Joseph L. Vigna

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 257951 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 7, 2017
Date

Joseph L. Vigna
Agent Signature



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. 007201539

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

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

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



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

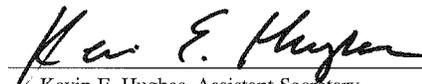
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of June, 20 17.


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.