

Contract Routing Form

ROUTING: Routine

printed on: 06/12/2018

Contract between: RG Huston Company Inc
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Davidson, Hegg, Major, Drexel and Lake Edge Blvd Assesment Di
st 2018

Contract No.: 8109
Enactment No.: RES-18-00423
Dollar Amount: 3,675,946.86

File No.: 51513
Enactment Date: 06/11/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6-13-2018	6-13-2018
Director of Civil Rights	6.13.18	6.19.18 FNS
Risk Manager	6/19/18	6/19/18 RA
Finance Director	6/19/18	6/19/18 MCR
City Attorney	6-25-18	6/29/18 PAL
Mayor	06.29.18	07.02.18

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

Original + 2 Copies

06/12/2018 08:21:50 enjls - Glen Yoerger 261-9177

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 3,675,946.86
AA Plan: approved
Amendment / Addendum #
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

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Details Reports

File #:	51513	Version: 1	Name:	Awarding Public Works Contract No. 8109, Davidson Street, Hegg Avenue, Major Avenue, Drexel Avenue and Lake Edge Boulevard Assessment District - 2018.
Type:	Resolution		Status:	Passed
File created:	5/3/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	6/5/2018		Final action:	6/5/2018
Enactment date:	6/11/2018		Enactment #:	RES-18-00423
Title:	Awarding Public Works Contract No. 8109, Davidson Street, Hegg Avenue, Major Avenue, Drexel Avenue and Lake Edge Boulevard Assessment District - 2018. (15th AD)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8109 .pdf</u>			

History (3) Text

Fiscal Note

The proposed resolution awards the contract for the reconstruction of Davidson Street, Hegg Avenue, Major Avenue, and Lake Edge Boulevard at a total estimated cost of \$3.97 million. The reconstruction of these streets are planned within the adopted 2018 capital budget via Engineering Major Streets Reconstruction Streets capital program (MUNIS 11655); \$14.83 million is budgeted for the program in 2018. The total estimated project cost assigned to the Engineering budget and associated utilities is as follows:

- Engineering Major Streets - \$1,293,260
- Stormwater Utility - \$687,970
- Sewer Utility - \$1,323,670
- Water Utility - \$665,130

Title

Awarding Public Works Contract No. 8109, Davidson Street, Hegg Avenue, Major Avenue, Drexel Avenue and Lake Edge Boulevard Assessment District - 2018. (15th AD)

Body

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. 8109) for itemization of bids.

PROJECT	CONTRACTOR	AMOUNT OF BID
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CONTRACT NO. 8109
 DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND LAKE EDGE BOULEVARD
 ASSESSMENT DISTRICT - 2018

R.G. HUSTON COMPANY, INC.	\$3,675,946.86
---------------------------	----------------

Acct. No. 11655-402-170: 54410 (91350)	\$1,002,607.80
Contingency 8%±	<u>80,212.20</u>
Sub-Total	\$1,082,820.00

Acct. No. 11655-402-174:54445 (91345)	\$194,850.00
Contingency 8%±	<u>15,590.00</u>
Sub-Total	\$210,440.00

Acct. No. 11655-84-174:54445 (91345)	\$637,007.48
Contingency 8%±	<u>50,962.52</u>
Sub-Total	\$687,970.00

Acct. No. 11655-83-173:54445 (91345)	\$1,225,623.33
Contingency 8%±	<u>98,046.67</u>
Sub-Total	\$1,323,670.00

Acct. No. 11655-86-179:54445 (91360)	\$615,858.25
Contingency 8%±	<u>49,271.75</u>
Sub-Total	\$665,130.00

GRAND TOTAL	<u>\$3,970,030.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

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

barton

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	03/16/2018	03/15/2019
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	03/16/2018	03/15/2019

Line Of Business

Filter

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

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States
					<input type="button" value="First"/> <input type="button" value="Previous"/> <input style="border: 2px solid black;" type="button" value="1"/> <input type="button" value="Next"/> <input type="button" value="Last"/>

Company Merger

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

Companies Absorbed

Name Change History

No results found.

\$3,675,946.86
FILE

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

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND
LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8109

MUNIS NO. 11655

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JUNE 5, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND
LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8109**

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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:	DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8109
SBE GOAL	9%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	APRIL 27, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 26, 2018
BID SUBMISSION (2:00 P.M.)	MAY 3, 2018
BID OPEN (2:30 P.M.)	MAY 3, 2018
PUBLISHED IN WSJ	APRIL 19, & 26, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, 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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, 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

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8109

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

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

SECTION 102.12 **BEST VALUE CONTRACTING**

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

ARTICLE 103 **AWARD AND EXECUTION OF THE CONTRACT**

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53713) prior to 12:00 pm on Friday, June 8, 2018. Delays by the Contractor in submitting the required completed concrete documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than Wednesday, June 6, 2018.

ARTICLE 104 **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, replacement of water main and reconnection of water services, replacement of sanitary sewer mains and laterals, storm sewer, construction of curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Davidson Street from Monona Drive to Drexel Avenue, Hegg Avenue from Lake Edge Blvd. to Davidson Street, Major Avenue from Lake Edge Blvd. to Davidson Street, Drexel Avenue from Davidson Street to Cottage Grove Rd., and Lake Edge Blvd. from Monona Drive to Major Avenue.

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 anticipated that the Contractor will need to use multiple crews and may need to work on weekends in order to complete the work under this contract within the allowable contract duration. It is also 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. 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. All other standard tree protection specifications shall be strictly enforced.

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area.

Work under this contract shall require coordination with private utility companies. Work in this contract will require some private utility relocations to facilitate the installation of public utilities. It will be the responsibility of the Contractor to coordinate with the utilities located in the right of way to resolve conflicts during the construction process. The Contractor shall coordinate their work to allow access to the private utility companies to resolve any conflicts that may arise. Contacts for private utilities are:

- Rich Parker (MG&E Electric) 608-252-7379 rparker@mge.com
- John Wichern (MG&E Gas) 608-252-1563 jwichern@mge.com
- Carol Anason (AT&T) 608-252-2385 (office) 920-475-2799 (mobile) ca2624@att.com
- Brandon Storm (Charter) 608-444-9493 Brandon.Storm@chartercom.com

AT&T will transfer their facilities to the relocated MG&E poles after the new poles are installed by MG&E. A new pole will be installed near Sta. 19+07 to replace the abandoned MG&E pole. The handhole at Sta. 11+70 LT will be adjusted, during construction, to match the grade of the new sidewalk. The existing facility will be lowered, during construction, in the area of Sta. 14+79 to Sta. 19+25 LT.

Madison Gas & Electric is planning to replace the gas main throughout the project. Work is scheduled to be completed prior to the start of this contract.

Madison Gas & Electric will be moving several poles prior to construction. The pole at Sta. 19+07 is no longer needed and will not be replaced. Services will be adjusted, if needed, during construction.

Note that residents on the project may request accommodation for special needs or disabilities. Access shall be provided to these residents at all times. At the time that the contract was prepared, the following addresses have requested accommodation:

- 206 Davidson St multiple residents require handicap access
- 4011 Hegg Avenue both residents require handicap access

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 with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

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

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.

The Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

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

The contractor shall notify (48 hour minimum notice) all residents within the construction limits of this project if the vehicular access is to be cut off to their property.

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

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 8 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a minimum of 8 days after the landscaping complete. If the street is opened before the installation of permanent signing & marking the contractor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

All streets may be closed to through traffic within the project limits for the duration of the project. Emergency vehicle access to all properties shall be maintained at all times.

Seven days prior to closing a street a changeable message board shall be installed at an appropriate location to notify drivers of the upcoming closure.

The Contractor may remove parking within the project limits. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

Contact Tom Mohr, Traffic Engineering Division, 267-8725, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General Permit.

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on **JULY 2, 2018**. The total time for completion of this contract is **ONE HUNDRED THIRTY (130) 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.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 3559 feet of new 8", 10", 12" and 15" PVC SDR-35/26 sewer main and 1102 feet of new sanitary lateral SDR-35/26, pipe bursting of 346 feet of 8" sewer to upsize to a 12" sewer.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301 thru 50304) and Sanitary Lateral (Bid Item 50353).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2018 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main

and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 3604 feet of new storm sewer of various sizes ranging from 12" to 42" equivalent.

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

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

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

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

Type "A" Slurry shall be used as backfill between multiple parallel storm pipe called out as P-2. Slurry material and placement shall be paid for under BID ITEM 30141 – TYPE A SLURRY.

ARTICLE 510

SEWER PIPE BURST REHABILITATION OF SANITARY SEWER

ARTICLE 510.1

INTENT

This specification shall cover replacement of existing sanitary sewer through the use of a pipe bursting system approved by the Engineer. Where called for on the plan set, existing 8-inch VCP shall be replaced with a 12-inch inside diameter High Density Polyethylene (HDPE) or fusible C-900 pipe. Pipe bursting methodology; be it dynamic pneumatic, hydraulic, or static will be at the discretion of the Contractor but subject to approval by the Engineer. Any methodology submitted for approval by the Contractor shall meet all specifications and requirements detailed in this document, including requirements based on restricted access.

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

ARTICLE 510.2 REFERENCE DOCUMENTS

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

ARTICLE 510.3 CONTRACTOR PRE-QUALIFICATIONS

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

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

ARTICLE 510.4 QUALITY ASSURANCE

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

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

ARTICLE 510.5 SUBMITTALS

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

- 1) Shop Drawings, Catalog Numbers, and Manufacturer technical data showing complete information regarding material composition, physical properties, and dimensions of new pipe and fittings. Manufacturer recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
- 2) Verifications of training by the pipe bursting systems manufacturer stating that the operators have been fully trained in the use of the proposed pipe bursting equipment by an authorized representative of the equipment manufacturer.
- 3) Verifications from the pipe manufacturer of training in the proper method of handling and installing the new pipe. Verifications of training by the pipe fusion equipment manufacturers that the operators have been fully trained in the use of the fusion equipment by an authorized representative of the equipment manufacturer.

- 4) Detailed construction procedures, and layout plans to include sequence of construction. Locations, sizes, and construction methods for the service reconnection pits.
- 5) Method of construction, reconnection, and restoration of existing service laterals.
- 6) Methods of modification, if required, for existing sewer access structures.
- 7) Detailed procedures for the installation and bedding of pipe in launching and receiving pits.
- 8) Sewer bypass plans, including detailed methods and a list of equipment to be utilized.
- 9) Contingency plans for the following undesired conditions:
 - a) Unforeseen obstructions causing burst stoppage, such as unanticipated changes in host pipe material, repair sections, concrete encasements or cradles, buried or abandoned manholes, or changes in direction not depicted on maps provided by the City
 - b) Substantial surface heave occurring due to depth of the existing pipe vs. the amount of upsizing
 - c) Damage to existing service connections or replacement pipe
 - d) Damage to other existing utilities
 - e) Loss and return of line and grade
 - f) Soil heave or settlement.

ARTICLE 510.6 DELIVERY, STORAGE, AND HANDLING

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

ARTICLE 510.7 ACCEPTABLE BURSTING EQUIPMENT

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

HDD/Impactor Pipe Bursting

HDD/Impactor Pipe Bursting creates an impact load in the pipe by applying a "hoop" stress into the pipe, causing it to burst in tension. The Dynamic Bursting system consists of a 24,000, 33,000, or 50,000 class Horizontal Directional Drill and a pneumatic (Air Impactor) or mechanical (Rotary Impactor) bursting tool. Both the Air and the Mechanical Impactor rely on percussive hammering action to break out the old pipe in which the tool travels. Simultaneously, the new replacement pipe is installed in the void created by the bursting tool. The horizontal directional drill is used to drill from the surface down to, and through, the sections of pipe to be replaced then back up to the surface where the appropriate bursting tool is attached to the drill rod. The horizontal directional drill then pulls the bursting tool into the old pipe providing a constant tension pulling force and maintaining correct line and grade while the tool bursts the pipe. This technique is aimed at the replacement of gravity pipes as well as pressure pipes and is suitable for diameters of 6-inches to 12-inches.

Pneumatic Pipe Bursting

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

replacement of gravity pipes as well as pressure pipes, and has been used in diameters ranging from 4-inches to 54-inches or larger.

Hydraulic Pipe Bursting

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

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

Static Pipe Bursting

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

ARTICLE 511 MATERIAL SPECIFICATIONS

ARTICLE 511.1 PIPE SPECIFICATIONS

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

Fusible 12" DIPS AWWA C900 DIPS DR25 with mechanical wye joint to standard PVC fitting is considered an acceptable pipe material for this pipe bursting work.

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

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

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

ARTICLE 511.2 MATERIAL TESTING

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

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

ARTICLE 512 METHOD OF CONSTRUCTION

Pipe bursting shall replace the existing 8-inch vitrified clay pipe in the terrace of Lake Edge Blvd. with minimum 12-inch inside diameter pipe (14" HDPE IPS, DR11 or fusible 12" DIPS C900 pipe DR 25), as specified in Article 511.1.

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

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

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

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

<ftp://ftp.cityofmadison.com>

click Page

select Open FTP site in Windows Explorer

Enter the following at the prompt:

Username: cityftp

Password: 2upload!

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

Username: cityftp

Password: 2upload!

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

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

ARTICLE 512.1 LAUNCHING PIT

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

ARTICLE 512.2 EXISTING UTILITIES

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

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

ARTICLE 512.4 PIPE JOINING

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

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

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

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

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

ARTICLE 512.5 BYPASSING OF FLOWS

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

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

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

Bypass Wastewater pumping required during pipe bursting installation shall be paid for under Bid Item

ARTICLE 512.6 LUBRICATION

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

ARTICLE 512.7 SERVICE RECONNECTION

All sanitary laterals shall be reinstated by open pit excavation. There is one (1) anticipated lateral reinstatement within the proposed pipe burst.

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

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

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

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

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

ARTICLE 512.9 RESTORATION

SANITARY ACCESS STRUCTURE (SAS) RESTORATION

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

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

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

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

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

Any additional restoration or damage repair of sanitary access structures shall be considered incidental to pipe bursting.

EXCAVATION PIT/ UTILITY POTHOLING RESTORATION

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

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

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

ARTICLE 513 FIELD TESTING

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

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

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

All testing shall be considered incidental to pipe bursting.

CCTV INSPECTIONS

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

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

CCTV inspections shall be considered incidental to pipe bursting.

AIR TEST

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

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The Water Utility designer for the project is Adam Wiederhoeft, PE – contact by phone at (608) 266-9121 or by email at awiederhoeft@madisonwater.org.

The proposed water system improvements in this Contract include furnishing and installing approximately 3,100-feet of new 8-inch diameter ductile iron water main and associated valves, hydrants and service lateral connections on Davidson St, Drexel Ave, Hegg Ave, and Lake Edge Boulevard. Note that existing water mains within the project limits on Major Ave were structurally rehabilitated in 2012 and are not being replaced as part of this project.

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

The water main construction may also include pavement and/or concrete work, such as curb & gutter removal and replacement at various locations, as designated on the plans. Payment shall be made only for authorized and required curb replacement in the designated areas. Additional removal and

replacement work to accommodate water main construction must be authorized by the Water Utility Construction Inspector or Engineer during construction to be considered for payment.

Note that a Madison Water Utility pressure-zone boundary is located near the project limits to the east. **The existing boundary valves shall not be operated without prior authorization of the Water Utility Engineer.** Any operation of a pressure-zone boundary valve is required to be performed by Madison Water Utility personal unless other authorization has been given in writing by the Engineer. Provide at least two (2) business day notice to Madison Water Utility ahead of any anticipated valve operation required near these locations. Refer to the Water System Impact Plan to prepare for notifications required for the various system connections associated with the water work in this Contract. The Water System Impact Plan are prepared for the Contractors convenience and reference only, and represent each connection being executed with only the existing pre-construction system conditions in-service. Consult with the Water Utility Engineer and/or Water Utility Construction Inspector prior to installation of new water main segments to establish and confirm notification requirements prior to each water system connection.

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

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

SECTION 702 MATERIALS

Furnish all materials, labor and equipment necessary to complete this project except any proposed tapping sleeves, tapping valves and tapping valve boxes. Water Utility will furnish the tapping sleeves, tapping 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 directed otherwise by the Water Utility representative.

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

EXISTING WATER LATERALS LOCATED IN PROXIMITY OF PROPOSED SEWERS

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- | | |
|-----|---|
| WN1 | Replace the existing lead service with a new copper service. |
| WN2 | Extend and reconnect the existing copper service to the new water main. |
| WN3 | Existing service to be abandoned when water main is cut-off. |
| WN4 | Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main. |
| WN5 | Relocate the existing fire hydrant. |
| WN6 | Abandon water valve access structure. |
| WN7 | Furnish and install the new top section for the water access structure. |
| WN8 | Abandon the valve box. |
| WN9 | Furnish the ditch, compaction and all materials and labor for the installation of new service lateral. |

- WN10 Remove and salvage existing hydrant.
WN11 Replace the existing copper service with a new copper service.

BID ITEM 20101 **EXCAVATION CUT**

Removal of miscellaneous landscape features, located within the street right-of-way, shall be considered incidental to BID ITEM 20101 EXCAVATION CUT. Said landscape features may include, but shall not be limited to, wooden fences, planter beds, etc.

BID ITEM 20221 **TOPSOIL**

Topsoil shall be placed a minimum of 6" thick.

BID ITEM 20336 **PIPE PLUG**

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

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

BID ITEM 50353 **SANITARY SEWER LATERAL (SDR 35, SDR 26)**

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

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

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

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

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf) and 20 linear feet of curb removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50356 **RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353 SANITARY SEWER LATERAL).

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

BID ITEM 50390 SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2018 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

BID ITEM 50797 EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide an install External Sewer Access Structure Joint Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction, Latest Edition.

METHOD OF MEASUREMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be measured by each structure installation acceptably completed.

BASIS OF PAYMENT

EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

BID ITEM 50801 UTILITY LINE OPENING (ULO)

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

BID ITEM 90001 NO MOW TURF SEED

DESCRIPTION

The median area on Lake Edge Boulevard shall be seeded with a mixture matching Sec. 207.2(a)5 No Mow Turf in the Standard Specifications.

BID ITEM 90002 4-FOOT GUTTER, SPECIAL

DESCRIPTION

Work under this item shall include all work, materials, equipment and incidentals required to construct a 4' wide concrete gutter section across the angled parking areas. The 4' GUTTER, SPECIAL shall conform to the detail included in the plans.

METHOD OF MEASUREMENT

4' GUTTER, SPECIAL shall be measured by the lineal foot along the flowline of the gutter.

BASIS OF PAYMENT

4' GUTTER, SPECIAL shall be paid for at the contract price which shall be full compensation for all work outlined in the description.

BID ITEM 90030 5'X12' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "5X12 SAS" on storm sewer schedule. The 5'x12' STORM SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness to be 8" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center is in the long dimension with #6 bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the casting on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 8" centers in both directions.
- f. Floor thickness shall be 10".

It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

5'X12' STORM SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

5'X12' STORM SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90031 6'X7' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "6X7 SAS" on storm sewer schedule. The 6'x7' STORM SAS shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness to be 8" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center is in the long dimension with #6 bars on 6" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the casting on the structure.
- d. Long bars shall be centered 3" above the bottom of the roof with crossing bars tied above.
- e. The walls and floor shall be reinforced with #6 bars on 8" centers in both directions.
- f. Floor thickness shall be 10".

It is intended that the structure shall be constructed on a 12" bed of compacted crushed stone.

This item shall be constructed in accordance with Part III and V of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

6'X7' STORM SAS shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of sanitary sewer access structures.

BASIS OF PAYMENT

6'X7' STORM SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description.

BID ITEM 90070

PIPE BURST 12" DIAMETER SANITARY SEWER PIPE

DESCRIPTION

Work under this item shall include using pipe bursting methods to replace 346 feet of sanitary sewer main as shown in plan set. The existing 8-inch diameter vitrified clay sanitary sewer main shall be replaced with a minimum of a 12" inside diameter pipe (14-inch diameter IPS HDPE DR11). All equipment, tools, labor, materials, and procedures shall conform to the requirements set forth in Section 510 and 511 of these specifications. Mobilization, replacement, and modification of the sewer access structure inverts, sewage bypassing, field testing, CCTV inspection, and utility exposing shall all be considered incidental to the trenchless pipe replacement. The reinstatement and reconnection of all wye connections to the new sewer main shall be paid for separately under Bid Item 50356. There are is one lateral reconnect anticipated with the proposed pipe burst. Any excavation and below surface restoration required for launching and receiving pits shall be incidental to pipe bursting.

Fusible 12" Diameter DIPS Fusible C900 DR25 with mechanical wye joint to standard PVC fittings is considered an acceptable alternate for this pipe bursting work. If the Contractor would like to use fusible C900 pipe for the proposed pipe burst, the material specifications shall be submitted and will be subject to approval by City Engineering.

LAUNCHING AND RECEIVING PITS

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

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

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

MEASUREMENT AND PAYMENT

PIPE BURST 12" DIAMETER SANITARY SEWER PIPE shall be measured by the linear foot, measured along the longitudinal axis from center of structure to center of structure.

BASIS OF PAYMENT

PIPE BURST 12" DIAMETER SANITARY SEWER PIPE shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work set forth in the description including: mobilization, traffic control, erosion control, brushing, installation, testing, and SAS connections.

BID ITEM 90071 HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition.

We are anticipating 350 gpm bypass being required for the sewer main on Davidson St. based upon the operating levels of the sewer main according to the CCTV.

METHOD OF MEASUREMENT

HEAVY WASTEWATER CONTROL shall be measured by the Lump Sum acceptably completed.

BASIS OF PAYMENT

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

BID ITEM 90160 PROVIDE TEMPORARY WATER SERVICE

DESCRIPTION

This item is intended to provide for temporary, above-ground water service to properties along Hegg Ave in order to accommodate sanitary sewer and water main construction as shown on the plans.

Furnish, install, maintain and remove all temporary bypass pipe; pipe fittings; service lines; hardware; water supply connection backflow preventers and reduced pressure zone devices; water quality tests; temporary hydrants; flushes; sampling taps; disinfections; ramping or burial at road crossings, sidewalks and driveways; preparation and distribution of service interruption notices; restoration; and furnishing all labor, material and equipment necessary to complete work.

Any Madison Water Utility charges associated with the installation, use and removal of the reduced pressure zone (RPZ) valve and water usage will be waived for all work included in this contract. Any use of City of Madison water will still require request and notification procedures indicated in the City of Madison Standard Specifications for Public Works Construction.

The contractor must submit a written and/or drawn plan for the temporary water main bypass to Adam Wiederhoeft of the Water Utility awiederhoeft@madisonwater.org at least two-weeks prior to the proposed start date of the bypass system installation/assembly.

MATERIALS

All materials furnished for use as temporary bypass pipe, service hose, connections and related appurtenances that come into contact with drinking water are to be certified for compliance with ANSI/NSF Standard 61 by an ANSI approved third-party certification program or laboratory. All materials shall be fully adequate to withstand the required water pressure and all other conditions of use, and shall

provide adequate water tightness before being put into service. All previously used materials may only have been used in potable water applications.

All materials for use as main temporary bypass lines, service lines, connections and related appurtenances shall have a minimum working pressure rating of 200 psi and be made of materials that will not have an adverse effect on the taste or odor of the water.

The main temporary bypass line must be at least 2-inch diameter and have at least two hydrant connections.

CONSTRUCTION METHODS

Temporary Water Service:

Submit a proposed Temporary Water Service plan depicting the proposed components, configuration/locations, protection measures, proposed disinfection methods, and contact information for the Contractor's representative(s) responsible for routine maintenance and emergency response. The Temporary Water Service Plan must be approved by the Engineer before installing any section of the temporary distribution piping.

The temporary bypass system shall maintain a continuous supply of water to all affected customers for the duration of time that the existing main is out-of-service for rehabilitation. The temporary bypass system shall be maintained in a safe and operative condition at all times. For protection of the work and the public, flashers and barricades shall be installed at apt locations and as directed by the Engineer. The flashers and barricades shall be in proper operating condition. Temporary water piping shall be protected from freezing weather at all times.

The work is to be in conformance with the requirements of the Standard Specifications, Provisions and AWWA C602 Cement Mortar Lining of Water Pipelines in Place – 4 In. and Larger, Section 4.6 Temporary Bypass to Customers.

Notification Requirements for Service Interruptions:

The notice to affected customers shall include the delivery of a door-hanger or similar pamphlet which indicates the date and time of the planned service interruption and, as applicable, the proposed location of temporary service connection and the proposed route of the temporary service line & main bypass line. Include contact information for the Contractor's field representative and the Engineer.

Whenever possible, make connections to the customer's water service line on a day and at a time that is convenient to the customer. Make satisfactory arrangements with the customer so that stop and waste valves shall be accessible at all times. Immediately prior to individual service work, attempt to notify the customer again to verify that all water use has been stopped. Do not interrupt any customer's service until certain that all labor, material and equipment necessary to perform the work are present at the work site. Bear all responsibility for any loss or damage arising out of the failure of any such customer to receive the specified notice of a planned interruption of service.

Emergency Shutdowns and Notifications:

In the event of a break on a water main, service, bypass pipe, temporary service or other failure of a Madison Water Utility facility, whether the result of Contractor's activities or other unrelated matters, act in accordance with the following procedure:

1. Immediately notify Madison Water Utility's 24-hour Operator at (608) 266-4667 and inform them of the situation, the affected area, estimated duration, and if there is a need for an immediate water main shutdown.
2. The Contractor is NOT to operate any valves unless directly authorized to do so by a Madison Water Utility representative.
3. Notify all residents affected by the emergency service interruption.

Temporary Bypass Water System Set-Up:

Disinfect the hydrant standpipe prior to connecting the bypass pipe to the hydrant by pouring 1 quart of commercially available bleach (solution containing approximately 5% sodium hypochlorite) into the hydrant. The hydrant shall be filled with clean water and let stand for a minimum of 20 minutes. The hydrant shall then be flushed and the bypass pipe connected to it. All hydrant nozzles shall be capped when not in use.

All temporary water service connections to hydrants shall be made in such a manner that if it becomes necessary, they can be easily removed so that the hydrant can be used for firefighting purposes, with minimum effort.

When a connection cannot be made on a hydrant, a bulkhead connection may be required. Install compatible bulkheads (temporary line caps) on the existing water main in place of a solid cap or plug fitting to keep the section of the existing water main pressurized and capable of supplying a continuous flow of water. The bulkheads shall be fitted with a compatible outlet fitting so the temporary bypass pipe can be fed through the end of the bulkhead. The coupling shall be slid over the end of the water main, and braced or restrained so that it will support normal operating pressure without leaking.

Temporary valves and hydrants shall be installed on the temporary bypass pipe at all appropriate locations, as designated on an approved Temporary Bypass Service Plan.

Completely cover and secure black plastic sheeting around all existing or newly-installed hydrants while they are out-of-service. Maintain the plastic covering until the hydrant is returned to service or removed and salvaged.

Install bypass pipe to minimize or avoid crossing traffic or pedestrian routes whenever possible. Where not possible, provide a ramping system to protect the bypass pipe at each location where pipe crosses roads or driveways. ADA compliance shall be provided at sidewalk or sidewalk ramp crossings per Article 107 of the Standard Specifications.

Water from the temporary bypass pipes will NOT be allowed for any purpose other than to supply the bypass pipes. Water for filling water tanks, or any other purpose other than supplying water to bypass pipes must be obtained from a hydrant with a Madison Water Utility approved backflow preventer installed per Section 107.11 of the Standard Specifications and these Special Provisions.

Bypass System Disinfection:

All bypass pipes shall be properly disinfected and yield a safe-water sample prior to connecting any customers to the temporary bypass system.

As part of the Temporary Water Service plan described in these Special Provisions, include the proposed disinfection, flushing, and applicable customer notification procedures required for the proposed temporary bypass system. These procedures shall be in accordance with AWWA C651 – Disinfecting Water Mains.

Properly dispose of any highly-chlorinated water in accordance with Article 703 of the Standard Specifications. Sampling and testing are to be done according to the Standard Specifications.

Temporary Customer Service Lines:

After completing the temporary bypass disinfection per these Special Provisions, thoroughly flush piping to be used for temporary services with potable water immediately prior to connection to consumer's service. Notify consumers prior to shutting off the service and transfer services to the bypass. Do not transfer services to the bypass earlier than necessary.

Return Service Line to New Water Main:

After completion of the water main rehabilitation, clear the water service lines by back flushing with potable water or as otherwise approved in the disinfection and flushing plan. Disconnect the service bypass pipe, restore the water service line back to normal conditions, and restore water flow. All areas used while providing temporary service shall be properly restored to pre-construction status, or as noted.

After flushing is completed and service lines have been restored to the permanent laterals, remove bypass and all associated materials used for maintenance and ramping. Complete restoration of all areas damaged by temporary bypass pipe and service connections.

24-Hour Maintenance:

Be responsible for maintenance and repair of the temporary bypass system and all associated protective equipment (barricades, flashers, ramps etc.) at all times. Be equipped to make all repairs necessary, at the project site, for the duration of the project.

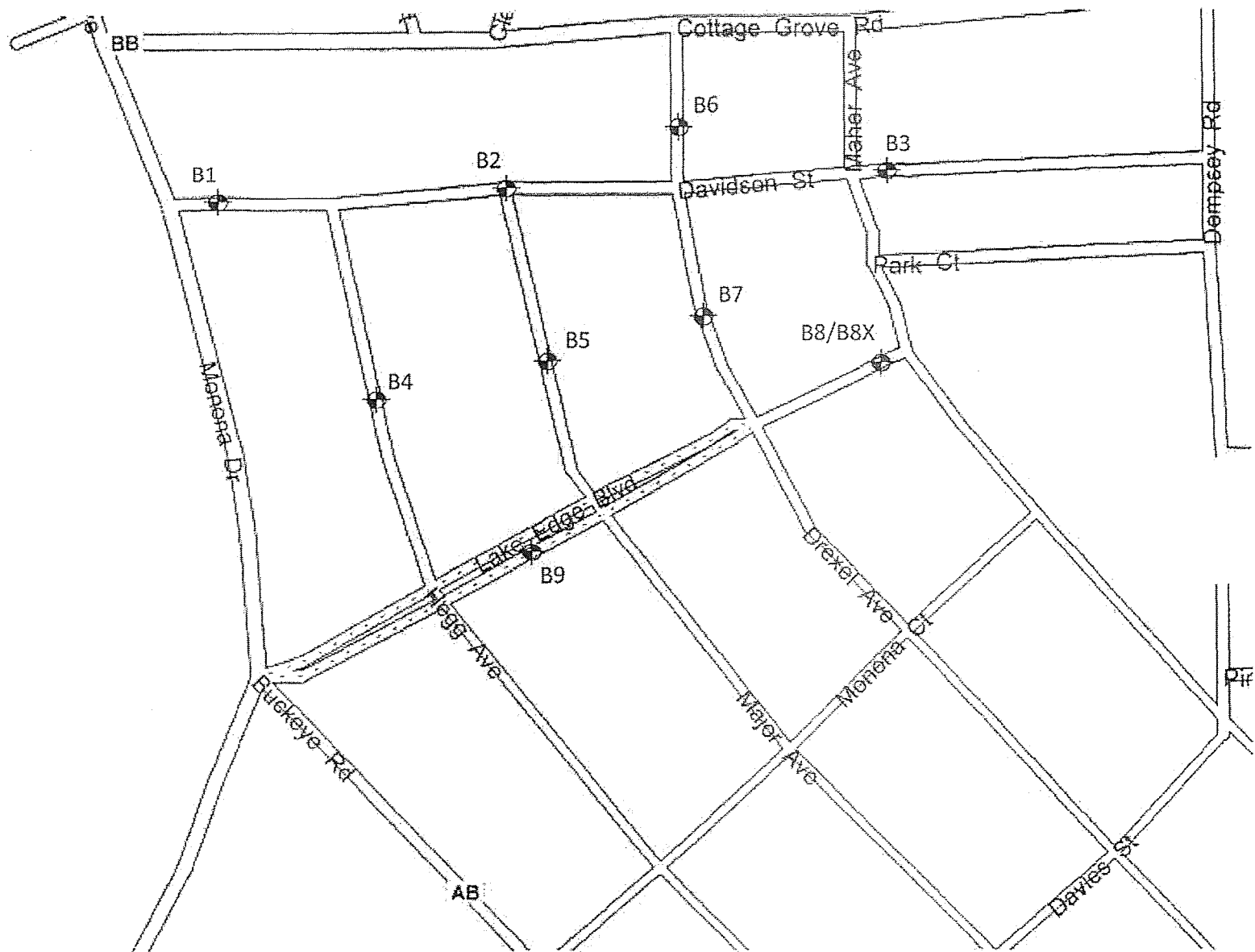
Designate a permanent company employee to maintain the bypass and services. Supply Madison Water Utility with applicable emergency and after hours phone numbers as part of the proposed Temporary Water Service Plan submittal required in these Special Provisions.

METHOD OF MEASUREMENT


Water Main Bypass is measured as a Lump Sum to include all materials and work performed as described in these Special Provisions.

BASIS OF PAYMENT

Payment shall be split between Water Utility and Sanitary Utility accounts to accommodate utility construction along Hegg Ave. Water Main Bypass shall be paid for at a Lump Sum unit price. Payment of 50% will be authorized after the bypass system has received safe samples and all properties have been connected. The remaining 50% will be authorized for payment after the system has been removed and all properties are served from the new water mains.



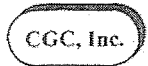
Legend

 Denotes Boring Location

Notes

1. Soil borings performed by Badger State Drilling in October 2017
2. Boring locations are approximate.

Scale: Reduced

Date: 10/2017		Soil Boring Location Plan Davidson Street Area Madison, WI
Job No. C17051-31		



LOG OF TEST BORING

Project Davidson Street Area
Davidson: 230'W of Hegg, 5'S of CL
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 864±
 Job No. C17051-31
 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)		q _u (qa) (tsz)	w	LL	PL	LI
					4.5 in. Asphalt Pavement/8 in. Base Course					
1	16	M	5		FILL: Loose to Very Loose, Dark Brown Sand with Variable Silt and Clay Contents to 5.5 ft					
2	6	M	2							
3	12	M	5		Soft to Medium Stiff, Brown Clay with Some Sand and Gravel to 8 ft	(0.3-0.75)				
4	18	M	13		Medium Dense, Light Brown Fine SAND, Trace Silt and Gravel (SP)					
					Loose, Brown Fine SAND, Little to Some Silt (SP-SM/SM)					
5	18	M	9							
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch (N 43°04.962', W 89°19.450')					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 9/27/17 End 9/27/17
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Davidson Street Area
Davidson: 0'W of Major, 5'N of CL
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 861±
 Job No. C17051-31
 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)	qu (qa) (tsf)	W	LL	PL	LI
					0	2 in. Asphalt Pavement/3 in. Deteriorated Asphalt /5 in. Base Course					
1	█	18	M	10	10	Very Stiff, Brown Lean CLAY (CL)					(2.75)
					5	Loose, Brown Silty Fine SAND Trace to Little Clay (SM)					
2	█	16	M	6	6						
					10	Medium Dense, Brown Fine SAND, Little to Some Silt (SP-SM/SM)					
3	█	18	M	22	22						
					15	Occasional Seams and Layers of Fine to Medium Sand, Trace Silt					
4	█	18	M	26	26						
					20	Dense, Brown SILT, Some Sand (ML)					
5	█	18	W	37	37						
End of Boring at 15 ft											
Backfilled with Bentonite Chips and Asphalt Patch											
(N 43°04.964', W 89°19.311')											

WATER LEVEL OBSERVATIONS

While Drilling ∇ 14.0' Upon Completion of Drilling 14'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 9/27/17 End 9/27/17
 Driller BSD Chief MC Rig CME-55
 Logger DC Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Davidson Street Area
Davidson: 110'E of Maher, 5'S of CL
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 870±
 Job No. C17051-31
 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)		qu (qa) (tsf)	W	LL	PL	LI
					X					
1	12	M	8		X					
					/					
2	14	M	12		/	(2.0)				
					-					
3	12	M	26		-					
					-					
4	12	M	28		-					
					-					
5	18	M	28		-					
					-					
6	12	M	61		-					
					-					
				15						
				20						

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>10/2/17</u> End <u>10/2/17</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>MG</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	



LOG OF TEST BORING

Project Davidson Street Area
 Hegg: 360°N of Lake Edge, 8'E of CL
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 856±
 Job No. C17051-31
 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	LT
					4 in. Asphalt Pavement/6 in. Base Course					
1	8	M	11		Medium Dense, Brown Fine to Medium SAND, Some Silt and Clay, Trace Gravel (SM/SC)					
2	14	M	6		Loose to Medium Dense, Brown Silty Fine SAND Occasional Seams/Lenses of Clay (SM)					
3	14	W	10							
4	12	W	11							
5	18	W	38		Dense, Brown Fine to Coarse SAND, Some GRAVEL, Trace to Little Silt, Scattered Cobbles (SP/SP-SM)					
6	18	W	34							
				15	End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch (N 43°04.890', W 89°19.373')					
				20						

WATER LEVEL OBSERVATIONS	
While Drilling ∇ <u>6.0'</u>	Upon Completion of Drilling _____
Time After Drilling _____	_____
Depth to Water _____	_____
Depth to Cave in _____	<u>6'</u>

GENERAL NOTES	
Start <u>10/2/17</u>	End <u>10/2/17</u>
Driller <u>BSD</u> Chief <u>MC</u>	Rig <u>CME-55</u>
Logger <u>MG</u> Editor <u>ESF</u>	
Drill Method <u>2.25" HSA; Autohammer</u>	

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

LOG OF TEST BORING



Project Davidson Street Area
 Major: 270'N of Lake Edge, Near CL
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) 856±
 Job No. C17051-31
 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
					2 in. Asphalt Pavement/4 in. Deteriorated Asphalt /7 in. Base Course					
1	8	M	9	9	Stiff, Gray Lean CLAY, Trace Sand (CL)	(1.25)				
					Loose, Gray Clayey SAND (SC)					
2	10	M	5	5						
					Medium Dense, Light Brown Silty Fine SAND (SM)					
3	12	W	20	20						
					Medium Dense, Light Brown Fine SAND, Trace Silt and Gravel (SP)					
4	14	W	18	18						
					Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5	14	W	12	12						
6	18	W	14	14						
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
					(N 43°04.902', W 89°19.291')					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 6.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/2/17 End 10/2/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Davidson Street Area
 Drexel: 80'N of Davidson: 3'E of CL
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) 869±
 Job No. C17051-31
 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)	qu (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/ 4 in. Base Course				
1		12	M	10	5	Stiff to Very Soft, Brown Lean CLAY (CL)				
					5					
2		18	M	6	5	(<0.2)				
					5					
3		14	M	18	5	Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Trace Silt (SP)				
					5					
4		14	M	19	10					
					10					
5		18	M	26	10	Medium Dense, Brown to Gray Sandy Silt (ML)				
					10					
6		18	M	28	15	Medium Dense, Light Brown Fine to Medium SAND, Trace Silt and Gravel (SP)				
					15					
					15	End of Boring at 15 ft				
					15	Backfilled with Bentonite Chips and Asphalt Patch (N 43°04.992', W 89°19.231')				
					15					
					20					

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>10/2/17</u> End <u>10/2/17</u> Driller <u>BSD</u> Chief <u>MC</u> Rig <u>CME-55</u> Logger <u>MG</u> Editor <u>ESF</u> Drill Method <u>2.25" HSA; Autohammer</u>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	

LOG OF TEST BORING



Project Davidson Street Area
 Drexel: 250' N of Lake Edge, 4' E of CL
 Location Madison, WI

Boring No. 7
 Surface Elevation (ft) 862±
 Job No. C17051-31
 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)		qu (qa) (tsf)	W	LL	PL	LI
				0	X	4 in. Asphalt Pavement/ 9 in. Base Coarse				
1	6	M	10	10	X	(2.0)				
2	8	M	6	16	/					
3	12	M	29	21	-					
4	10	M/W	9	31	-					
5	4	M/W	9	35	-					
6	4	M/W	8	39	-					
				15	-	End of Boring at 15 ft Backfilled with Bentonite Chips and Asphalt Patch				
				20	-					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 10/2/17 End 10/2/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Davidson Street Area
Lake Edge: 105'W of Maher, 18'S of CL
 Location Madison, WI

Boring No. 8
 Surface Elevation (ft) 866±
 Job No. C17051-31
 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.	SPIN (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	3 in. Asphalt Pavement/ 6 in. Base Course				
1		8	M	11	11	Hard, Brown Lean CLAY (CL)				
					5					
2		14	M	23	23	Medium Dense, Brown Fine to Medium SAND, Some Silt and Clay, Trace Gravel (SM/SC)				
					10					
3		14	M	42	42	Dense, Brown Fine to Course SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)				
					15					
4		3	M	50/5"	50/5"	Apparent Weathered to Competent Bedrock				
					10	End of Boring at 9.5 ft Due to Auger Refusal on Apparent Bedrock				
					15	Backfilled with Soil Cuttings and Asphalt Patch				
					20	Moved 5'E and Performed Boring 8X (N 43°04.905', W 89°19.140')				

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

GENERAL NOTES	
Start <u>10/2/17</u>	End <u>10/2/17</u>
Driller <u>BSD</u> Chief <u>MC</u>	Rig <u>CME-55</u>
Logger <u>MG</u> Editor <u>ESF</u>	
Drill Method <u>2.25" HSA; Autohammer</u>	

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



LOG OF TEST BORING

Project Davidson Street Area
 Lake Edge: 100'W of Maher, 16'S of CL
 Location Madison, WI

Boring No. 8X
 Surface Elevation (ft) 866±
 Job No. C17051-31
 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	2 in. Asphalt Pavement / 4 in. Base Course				
				5	/	Blind Drill to Auger Refusal (See B8 for Soils Information)				
				10	-	Apparent Weathered to Competent BEDROCK				
				15	-	End of Boring at 9.5 ft due to Auger Refusal on Apparent Bedrock				
				20	-	Backfilled with Soil Cuttings and Asphalt Patch (N 43°04.906', W 89°19.141')				

WATER LEVEL OBSERVATIONS			
While Drilling	∇ <u>NW</u>	Upon Completion of Drilling	
Time After Drilling			
Depth to Water			∇
Depth to Cave in			

GENERAL NOTES			
Start	<u>10/2/17</u>	End	<u>10/2/17</u>
Driller	<u>BSD</u>	Chief	<u>MC</u> Rig <u>CME-55</u>
Logger	<u>MG</u>	Editor	<u>ESF</u>
Drill Method	<u>2.25" HSA; Autohammer</u>		

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



LOG OF TEST BORING

Project Davidson Street Area
Lake Edge: 100'W of Major, 18'N of CL
 Location Madison, WI

Boring No. 9
 Surface Elevation (ft) 856±
 Job No. C17051-31
 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.	TIME H M S	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					4 in. Asphalt Pavement/7 in. Base Course					
1		0	M	7	FILL: Loose, Brown Sand with Variable Silt and Gravel Contents (Drillers Description)					
2		8	M/W	16	Medium Dense, Brown SILT, Some Sand (ML)					
3		10	W	6	Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4		18	W	5						
5		4	W	9						
6		12	W	20	Medium Dense, Brown Fine to Course SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
					End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 4.0' Upon Completion of Drilling 4'
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/2/17 End 10/2/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

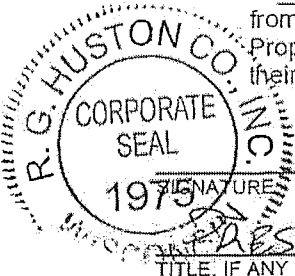
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

SECTION E: BIDDERS ACKNOWLEDGEMENT

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8109

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

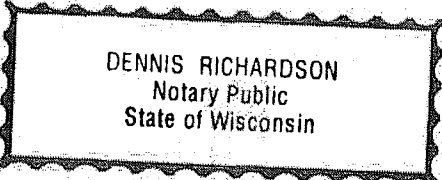
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. through to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. HUSTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of ; an individual trading as ; of the City of State of ; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



Signature of Brad Huston, President - BRAD HUSTON

Sworn and subscribed to before me this 3 day of March, 2018

(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.



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.

Contract 8109 – R. G. Huston Co., Inc.

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

Davidson Street, Hegg Avenue, Major Avenue, Drexel Avenue
and Lake Edge Boulevard Assessment District - 2018
CONTRACT NO. 8109

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

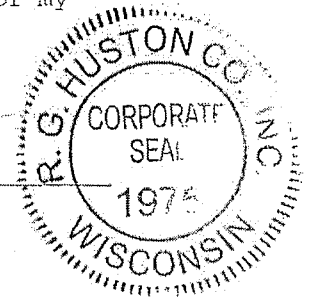
Prime Bidder Certification:

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

Witness' Signature

Date

Bidder's Signature



Davidson Street, Hegg Avenue, Major Avenue, Drexel Avenue
and Lake Edge Boulevard Assessment District - 2018
CONTRACT NO. 8109

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	3.0%
JR's	Landscaping	1.1%

Subtotal SBE who are not suppliers: 4.1% %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

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

Total Percentage of SBE Utilization: 4.1 %

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND
 LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018
 CONTRACT NO. 8109
 DATE: 5/3/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
20101.0 - EXCAVATION CUT - C.Y.	6711.00	\$29.75	\$199,652.25
20102.0 - ROCK EXCAVATION (UNDISTRIBUTED) - C,Y,	50.00	\$150.00	\$7,500.00
20130.0 - UNDERDRAIN - L.F.	1200.00	\$6.65	\$7,980.00
20140.0 - GEOTEXTILE FABRIC,TYPE SAS (NON-WOVEN) - S.Y.	3900.00	\$0.65	\$2,535.00
20217.0 - CLEAR STONE - TON	1000.00	\$11.85	\$11,850.00
20219.0 - BREAKER RUN - TON	2592.00	\$6.80	\$17,625.60
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	311.00	\$2.65	\$824.15
20312.0 - REMOVE CATCHBASIN - EACH	1.00	\$525.00	\$525.00
20313.0 - REMOVE INLET - EACH	7.00	\$525.00	\$3,675.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	4158.00	\$3.75	\$15,592.50
20331.0 - ABANDON SEWER ACCESS STRUCTURE (SANITARY) - EACH	3.00	\$1,100.00	\$3,300.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	3.60	\$3,150.00	\$11,340.00
20336 - PIPE PLUG (STORM) - EACH	2.00	\$635.00	\$1,270.00
20401.0 - CLEARING - I.D.	237.00	\$33.60	\$7,963.20
20403.0 - GRUBBING - I.D.	237.00	\$19.95	\$4,728.15
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$525.00	\$2,625.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	7.00	\$550.00	\$3,850.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$325.00	\$325.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$1,600.00	\$1,600.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	12.00	\$325.00	\$3,900.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	8.00	\$75.00	\$600.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	12.00	\$50.00	\$600.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	8.00	\$25.00	\$200.00
21046.0 - INLET PROTECTION, TYPE A - PROVIDE & INSTALL - EACH	4.00	\$210.00	\$840.00
21047.0 - INLET PROTECTION, TYPE A - MAINTAIN - EACH	6.00	\$105.00	\$630.00
21048.0 - INLET PROTECTION, TYPE A - REMOVE - EACH	4.00	\$50.00	\$200.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	42.00	\$180.00	\$7,560.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	55.00	\$70.00	\$3,850.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	42.00	\$25.00	\$1,050.00
30141.0 - TYPE A SLURRY - C.Y.	12.80	\$225.00	\$2,880.00
30203.0 - TYPE "X" COCRETE CURB & GUTTER - L.F.	126.00	\$19.10	\$2,406.60
30207.0 - TYPE "H" CONCRETE CURB & GUTTER - L.F.	996.00	\$19.10	\$19,023.60
30208.0 - HAND FORMED CONCRETE CURB AND GUTTER (TREE LOCATIONS) - L.F.	80.00	\$42.45	\$3,396.00
30302.0 - 5 INCH CONCRETE SIDEWALK - S.F.	2859.00	\$5.70	\$16,296.30
30311.0 - CONCRETE MOUNTABLE MEDIAN NOSE - SF	108.00	\$9.55	\$1,031.40
30340.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	8968.00	\$6.15	\$55,153.20
40102.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 1 - TON	3994.00	\$19.40	\$77,483.60
40201.0 - CRUSHED AGGREGATE BASE COURSE,, GRADATION NO. 2 - TON	5331.00	\$19.40	\$103,421.40
40218.0 - TACK COAT - GAL.	1151.00	\$2.10	\$2,417.10
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	30.00	\$87.35	\$2,620.50
40301.0 - FULL WIDTH GRINDING - S.Y.	120.00	\$26.25	\$3,150.00
40410.0 - CONCRETE SPEED HUMP - S,Y,	157.00	\$85.60	\$13,439.20
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$100.00	\$100.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	3777.00	\$0.01	\$37.77

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND
LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8109

DATE: 5/3/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	4670.00	\$0.01	\$46.70
50301.0 - 8" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	810.50	\$158.55	\$128,504.78
50302.0 - 10" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	151.00	\$120.45	\$18,187.95
50303.0 - 12" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	736.00	\$141.00	\$103,776.00
50304.0 - 15" PVC SEWER PIPE (SDR 35, SDR 26) - L.F.	1585.50	\$200.00	\$317,100.00
50324.0 - 15" PVC PRESSURE SANITARY SEWER PIPE - L.F.	285.00	\$306.00	\$87,210.00
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	1102.00	\$37.00	\$40,774.00
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	44.00	\$4,135.00	\$181,940.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$25,000.00	\$25,000.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	93.00	\$50.00	\$4,650.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	700.00	\$96.30	\$67,410.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	716.50	\$99.25	\$71,112.63
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	151.00	\$102.25	\$15,439.75
50409.0 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	62.50	\$164.90	\$10,306.25
50418.0 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	634.50	\$131.90	\$83,690.55
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	238.00	\$144.40	\$34,367.20
50420.0 - 24 INCH X 38 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	438.00	\$169.55	\$74,262.90
50422.0 - 34 INCH X 53 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	577.00	\$191.45	\$110,466.65
50435.0 - 24" INCH TYPE II PAVEMENT STORM SEWER PIPE (ADS HP STORM) - L.F.	259.50	\$119.75	\$31,075.13
50701.0 - 4' DIA SAS - EACH	19.00	\$2,935.00	\$55,765.00
50702.0 - 5' DIA SAS - EACH	3.00	\$4,125.00	\$12,375.00
50723.0 - 3'X3' STORM SAS - EACH	10.00	\$3,125.00	\$31,250.00
50724.0 - 4'X4' STORM SAS - EACH	6.00	\$3,425.00	\$20,550.00
50726.0 - 6'X6' STORM SAS - EACH	3.00	\$7,900.00	\$23,700.00
50741.0 - TYPE H INLET - EACH	31.00	\$2,740.00	\$84,940.00
50767.0 - TERRACE INLET TYPE 2 - EACH	1.00	\$5,000.00	\$5,000.00
50768.0 - TERRACE INLET TYPE 3 - EACH	3.00	\$3,600.00	\$10,800.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	9.00	\$375.00	\$3,375.00
50783.0 - INSIDE DROP - V.F.	10.20	\$250.00	\$2,550.00
50791.0 - SANITARY SEWER TAP - EACH	11.00	\$1,125.00	\$12,375.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$3,100.00	\$3,100.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	1.00	\$1,400.00	\$1,400.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	18.00	\$300.00	\$5,400.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	5.00	\$950.00	\$4,750.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	280.00	\$116.35	\$32,578.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	3045.00	\$103.85	\$316,223.25
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	9.00	\$1,400.00	\$12,600.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	15.00	\$1,800.00	\$27,000.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	6.00	\$3,930.00	\$23,580.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	2.00	\$4,500.00	\$9,000.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	28.00	\$2,400.00	\$67,200.00
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$4,300.00	\$4,300.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	9.00	\$2,550.00	\$22,950.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,700.00	\$1,700.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	1.00	\$1,000.00	\$1,000.00
70090.0 - ABANDON WATER VALVE BOX - EACH	10.00	\$150.00	\$1,500.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	360.00	\$14.00	\$5,040.00
90001.0 - NO MOW TURF SEED - S.Y.	611.00	\$3.40	\$2,077.40

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND
 LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018
 CONTRACT NO. 8109
 DATE: 5/3/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
90002.0 - 4-FOOT GUTTER, SPECIAL - S.F.	332.00	\$9.55	\$3,170.60
90030.0 - 5'X12' STORM SAS - EACH	1.00	\$15,700.00	\$15,700.00
90031.0 - 6'X7' STORM SAS - EACH	1.00	\$8,760.00	\$8,760.00
90070.0 - PIPE BURST 12" DIAMETER SANITARY SEWER PIPE - L.F.	346.00	\$141.00	\$48,786.00
90071.0 - HEAVY WASTEWATER CONTROL - LUMP SUM	1.00	\$25,000.00	\$25,000.00
90160.0 - TEMPORARY WATER DISTRIBUTION SYSTEM - HEGG AVE - L.S.	1.00	\$40,000.00	\$40,000.00
10701.0 - TRAFFIC CONTROL - L.S.	1.00	\$7,100.00	\$7,100.00
10911.0 - MOBILIZATION - L.S.	1.00	\$294,000.00	\$294,000.00
20221.0 - TOPSOIL - S.Y.	9966.00	\$6.85	\$68,267.10
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	19.00	\$1,000.00	\$19,000.00
20314.0 - REMOVE PIPE - L.F.	1978.00	\$10.40	\$20,571.20
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	82.00	\$15.75	\$1,291.50
20701.0 - TERRACE SEEDING - S.Y.	9355.00	\$1.05	\$9,822.75
21063.0 - EROSION MATTING, CLASS I URBAN TYPE A-ORGANIC - S.Y.	9355.00	\$1.50	\$14,032.50
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	6401.00	\$15.00	\$96,015.00
40202.0 - HMA PAVEMENT 4 LT 58-25 S - TON	2448.00	\$66.15	\$161,935.20
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	77.00	\$78.55	\$6,048.35
109 Items	Totals		\$3,675,946.86



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

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

BIENNIAL BID BOND

R.G. Huston Co., Inc.

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

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

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

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

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

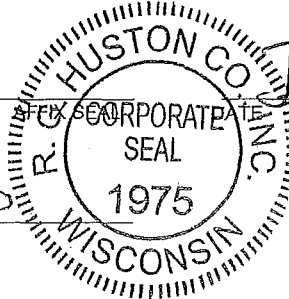
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

PRINCIPAL

R.G. Huston Co., Inc.
COMPANY NAME

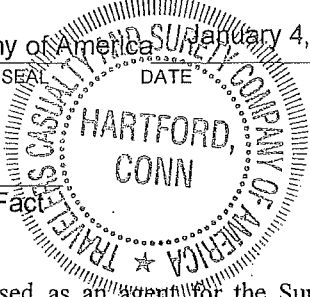


January 8, 2018

By: [Signature]
SIGNATURE AND TITLE

SURETY

Travelers Casualty and Surety Company of America
COMPANY NAME AFFIX SEAL DATE January 4, 2018



By: [Signature]
SIGNATURE AND TITLE Attorney-in-Fact

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

January 4, 2018
DATE

[Signature]
AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8044
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269866

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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


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

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

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

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

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


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of June in the year Two Thousand and Eighteen between **R. G. HUSTON CO., INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **JUNE 5, 2018**, 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:

DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8109

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 **THREE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED FORTY-SIX AND 86/100 (\$3,675,946.86)** 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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND
LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8109**

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:

[Signature] 5-17-18
 Witness Date

[Signature] 5-17-18
 Witness Date

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

[Signature] 5-17-18
 President Date

[Signature] 5-17-18
 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 2nd day of July, 2018

[Signature]
 Witness

[Signature] 02 July 2018
 Mayor Date

[Signature]
 Witness

[Signature] 6-13-2018
 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 **THREE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED FORTY-SIX AND 86/100 (\$3,675,946.86)** 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:

**DAVIDSON STREET, HEGG AVENUE, MAJOR AVENUE, DREXEL AVENUE AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8109**

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.

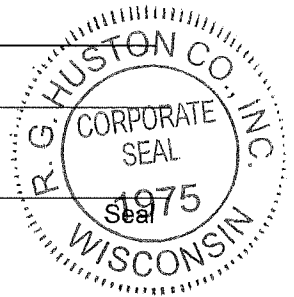
Signed and sealed this 6th day of June, 2018

Countersigned:

Dennis Barton
Witness

[Signature]
Secretary

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



Approved as to form:

Patricia Jaxton
City Attorney

Travelers Casualty and Surety Company of America
Surety Seal
 Salary Employee Commission
By *[Signature]*
Attorney-in-Fact Dennis M. Barton



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 283633 for the year 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

June 6, 2018
Date

[Signature]
Agent Signature Dennis M. Barton



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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

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



Marie C Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **6th** day of **June**, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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