

Contract Routing Form

ROUTING: Routine

printed on: 11/26/2019

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

Project: N. Ingersoll Street, Elizabeth Street, and Jean Street Assessment District - 2019

Contract No.: 8295
Enactment No.: RES-19-00763
Dollar Amount: 1,865,884.55

File No.: 57930
Enactment Date: 11/25/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	11-26-19	11-26-19
Director of Civil Rights	11/27/19	12/3/19 MG
Risk Manager	12/3/19	12.4.19 mce
Finance Director	12.4.19	12/6/19 MCR
City Attorney	1377 12-10-19	12-10-19
Mayor	12.10.19	12.10.19

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

Original + 2 Copies

11/26/2019 14:04:29 enjls - Chris Dawson 261-5537

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



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 57930

File ID: 57930	File Type: Resolution	Status: Passed
Version: 1	Reference:	Controlling Body: Engineering Division
Lead Referral: BOARD OF PUBLIC WORKS	Cost:	File Created Date : 10/24/2019
File Name: Awarding Public Works Contract No. 8295, N. Ingersoll Street, Elizabeth Street, and Jean Street Assessment District - 2019.		Final Action: 11/19/2019

Title: Awarding Public Works Contract No. 8295, N. Ingersoll Street, Elizabeth Street, and Jean Street Assessment District - 2019. (2nd AD)

Notes: Chris Dawson

Code Sections:	CC Agenda Date: 11/19/2019
Indexes:	Agenda Number: 19.
Sponsors: BOARD OF PUBLIC WORKS	Effective Date: 11/25/2019
Attachments: Contract 8295.pdf	Enactment Number: RES-19-00763
Author: Rob Phillips, City Engineer	Hearing Date:
Entered by: hfleegel@cityofmadison.com	Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	10/24/2019	Refer	BOARD OF PUBLIC WORKS	11/06/2019	11/06/2019	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 11/6/2019						
	Notes:						
1	BOARD OF PUBLIC WORKS	11/06/2019	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	Action Text: Christy Bachmann, Engineering Division, presented details. A motion was made by Branson, seconded by Ald. Furman, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.						
	Notes:						

1 COMMON COUNCIL 11/19/2019 Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 Pass

Action Text: A motion was made by Bidar, seconded by Harrington-McKinney, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

Notes:

Text of Legislative File 57930

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 8295, N. Ingersoll Street, Elizabeth Street, and Jean Street Assessment District - 2019. (2nd 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 bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

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

See attached document (Contract No. 8295) for itemization of bids.

CONTRACT NO. 8295
 N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT DISTRICT - 2019

R.G. HUSTON CO., INC.	\$1,865,884.55
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Acct. No. 11182-402-170:54410 (91350)	\$688,890.10
Contingency 8%±	<u>55,109.90</u>
Sub-Total	\$744,000.00
Acct. No. 11182-402-174:54445 (91345)	\$43,380.00
Contingency 8%±	<u>3,470.00</u>
Sub-Total	\$46,850.00
Acct. No. 11182-84-174:54445(91345)	\$316,430.04
Contingency 8± %	<u>25,309.96</u>
Sub-Total	\$341,740.00
Acct. No. 11182-83-173:54445 (91345)	\$448,914.90
Contingency 8%±	<u>35,915.10</u>
Sub-Total	\$484,830.00
Acct. No. 11182-86-179:54445 (91360)	\$368,269.51
Contingency 8%±	<u>29,460.49</u>
Sub-Total	\$397,730.00
GRAND TOTAL	<u>\$2,015,150.00</u>

Jurisdiction: Wisconsin

Demographics

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

Address

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

Phone, Email, Website

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

Company Type

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

Appointments

Show entries Showing 1 to 2 of 4489 entries

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

First Previous Next Last

Line Of Business

Show entries Showing 1 to 10 of 11 entries

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

First Previous 2 Next Last

Contact

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

Company Merger

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

Companies Absorbed

Name Change History

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

**N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT
DISTRICT - 2019
CONTRACT NO. 8295**

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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: jw

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT DISTRICT - 2019
CONTRACT NO.:	8295
SBE GOAL	3%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	OCTOBER 18, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	OCTOBER 17, 2019
BID SUBMISSION (2:00 P.M.)	OCTOBER 24, 2019
BID OPEN (2:30 P.M.)	OCTOBER 24, 2019
PUBLISHED IN WSJ	OCTOBER 10 & 17, 2019

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

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

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

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

STANDARD SPECIFICATIONS

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

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPANCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8295

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 102.11 **BEST VALUE CONTRACTING**

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

ARTICLE 104 **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, replacing sanitary sewer, storm sewer, and water main; removing and replacing concrete curb and gutter, sidewalk, and drive aprons; base preparation and asphalt pavement.

The project limits for the work are North Ingersoll Street from East Gorham Street to Sherman Avenue, Elizabeth Street from North Ingersoll Street to North Few Street, and Jean Street from Elizabeth Street to the southeast end.

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

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.

SECTION 104.10 **CLEANING UP**

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

SECTION 105.12 **COOPERATION BY THE CONTRACTOR**

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

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

Work under this contract will require utility relocations to install the new sanitary sewer, storm sewer, and water main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. Contact MG&E electric when working in close proximity to power poles so that poles can be supported if required.

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

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The following addresses will require handicap access during construction:

- 423 North Ingersoll Street

Residents with special needs or disabilities may request accommodation during the project--access shall be provided to these residents at all times.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

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

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

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

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

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

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

Provide access for mail delivery to all properties.

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

Contact Alexandra Heinritz, Traffic Engineering Division, ahleinritz@cityofmadison.com, 608-267-1102, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR Water Resources Application for Project Permit (WRAPP), formerly known as Notice of Intent (NOI), to obtain coverage under a Construction Site General Permit.

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

This permit covers trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining of this permit is not intended to be

exhaustive of all permits that may be required to be obtained by the Contractor for the construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction.

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall complete work by **August 28, 2020**. The total time for completion of this contract is **100 CALENDAR DAYS**. Contractor shall provide the City with a minimum of 3 weeks notification prior to their intended start date.

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

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein.

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, large stones and boulders, railroad ties, plantings, shrubs, etc. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

SECTION 210.1(d) STREET SWEEPING

When required by either the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove and collect all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor, mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels. Sweepers used on to meet the requirements of this specification shall have the ability to collect debris, and pre-wet the pavement. Pre-wetting may be accomplished by a separate piece of equipment at the contractor's option. Equipment that simply brooms material into the air or directs it toward the terrace without physical collection of it shall not be considered adequate.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

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

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

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

1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty-four (24) hours period that passes after the initial forty-eight (48) hours during which time the ordered work is not completed.

2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.

3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time, then additional liquidated damages shall be charged.

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

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

BID ITEM 10701 – TRAFFIC CONTROL

Contractor shall note that all needed Traffic Control for all work under this contract shall be paid under this item.

BID ITEM 10911 – MOBILIZATION

Contractor shall note that mobilization for all work under this contract shall be paid under this item.

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

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

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sanitary sewer and storm sewer designer for this project is Daniel Olivares and may be contacted at (608) 261-9285 or daolivares@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 410-feet of new 8" PVC SDR-35, 617-feet of new 8" PVC C900 pressure pipe, and approximately 455-feet of new PVC SDR-35 and 438-feet of PVC C900 pressure pipe sanitary lateral.

ASTM D3034 SDR-35 and AWWA C900 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (BID ITEM 50301 & 50321) 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 2019 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.

Sanitary lateral backflow preventers shall be installed according to plan or at the direction of the Engineer or Construction Inspector. All work, materials, and incidentals to construct and install sanitary lateral backflow preventers shall be paid under BID ITEM 50371 – LATERAL BACKFLOW PREVENTER.

Concrete supports shall be installed where storm sewer pipes cross above sanitary sewer pipe. All work, materials, and incidentals to construct and install concrete supports shall be paid under BID ITEM 50802 – CONCRETE SUPPORTS.

As called out on plans, install Styrofoam insulation above all sanitary sewer main and laterals per S.D.D. 7.03. All work, materials, and incidentals to complete Styrofoam installation shall be paid under BID ITEM 70101 – FURNISH AND INSTALL STYROFOAM (SANITARY).

STORM SEWER GENERAL

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

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. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

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

ADJ-1, catchbasin structure adjust, called out on plans and storm schedule shall require a roof reconstruction with two (2) new castings. All work, materials and incidentals to complete the structure roof

reconstruction shall be paid under BID ITEM 40371 – REBUILD ACCESS STRUCTURE TOP – RESURFACING.

Concrete supports shall be installed where storm sewer pipes cross above sanitary sewer pipe. All work, materials, and incidentals to construct and install concrete supports shall be paid under BID ITEM 50802 – CONCRETE SUPPORTS.

BID ITEM 50353 – SANITARY SEWER LATERAL

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 (ULO) 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 (106 sf) removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50371 – LATERAL BACKFLOW PREVENTER

Work under this bid item shall include installation of a backflow preventer in the locations called out on the plans.

The backflow preventer shall be the Rector Clean Seal or approved equivalent. Installation of the backflow preventer shall be in accordance with manufacturers' specifications and in accordance with S.D.D. 5.7.40.

The lateral backflow preventer shall be installed within the public right of way. Where possible, the preferred location is at the back of the sidewalk between the sidewalk and property line. Second preferred location is within the terrace. If not possible to install at back of sidewalk or within terrace, then it is acceptable to install within drive apron or sidewalk if necessary.

METHOD OF MEASUREMENT

Lateral Backflow Preventer shall be measured separately as each for each sewer lateral installation, acceptably completed.

BASIS OF PAYMENT

Lateral Backflow Preventer, measured as described, will be paid for at the contract price, and is

considered full compensation for all work, labor and coincidental materials necessary to complete the work.

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Where called out for on the plan or by the Engineer, barrel joints shall be sealed on sanitary sewer structures around the outside circumference of the Sewer Access Structure. Manhole joint seal shall be minimum of nine (9) inches wide. The seal shall consist of flexible rubberize seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.

Acceptable products and manufacturers are the following:

1. Mac Wrap, Mar Mac Manufacturing Company, Inc.
2. NPC External Joint Seal, NPC, Inc.
3. EZ-Wrap, Press-Seal Gasket Corporation
4. Riser-Wrap, Pipeline Seal and Insulator

Alternate manufacturers and products not listed above are subject to pre-approval by the Engineer

METHOD OF MEASUREMENT

External Sanitary Sewer Access Structure Joint Seal shall be measured separately as each for each sewer structure wrapped.

BASIS OF PAYMENT

External Sanitary Sewer Structure Joint Seal will be paid for at the contract price, and is considered full compensation for all work as listed above.

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 50390 – SEWER ELECTRONIC MARKERS

With regard to the City of Madison Standard Specifications for Public Works Construction 2019 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.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

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

The project consists of furnishing and installing new replacement 8-inch ductile iron water main and fittings on Ingersoll Street and Elizabeth Street within the project limits. The project also includes abandoning existing water main and removing some water main including valves and hydrants. The

installation of a temporary water supply system will also be required. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

The proposed water main installation on Elizabeth Street is immediately adjacent to the existing water main. As such, the installation of proposed main will require a temporary water supply system for properties served off the 1100 block of Elizabeth Street and off Leitch Court (dead-end off Elizabeth Street). See Sheet W-6. The temporary water supply system shall be paid under Bid Item 70110. The removal of existing main shall be paid under special Bid Item 90002 Remove Existing Water Main.

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 70090 – ABANDON WATER VALVE BOX

Abandon Water Valve Box shall include removal and disposal of all box sections for the water main valves on Elizabeth Street where the existing main is to be removed. See special Bid Item 90002 Remove Existing Water Main.

BID ITEM 90001 – GEOSYNTHETIC REINFORCEMENT FABRIC

DESCRIPTION

Work under this item shall include all work, materials, equipment and incidentals necessary to provide and install **Mirafi RS580i, or an approved equal.**

CONSTRUCTION METHODS

The GEOSYNTHETIC REINFORCEMENT FABRIC shall be installed in accordance with the manufacturer’s recommendations. A maximum of 12” of Undercut shall be removed, in areas of soft soils, and replaced with Breaker Run. Undercut and Breaker Run shall be paid for under the appropriate bid items. The Breaker Run shall be placed directly over the GEOSYNTHETIC REINFORCEMENT FABRIC in 8 to 12-inch loose lifts. Rubber-tired vehicles may be driven at low speeds, 10 mph or less, and in straight paths over the exposed GEOSYNTHETIC REINFORCEMENT FABRIC.

METHOD OF MEASUREMENT

The GEOSYNTHETIC REINFORCEMENT FABRIC shall be measured by the square yard, in place. Any overlap of the rolls, measured either longitudinally or transversely, shall be included in the pay quantity.

BASIS OF PAYMENT

GEOSYNTHETIC REINFORCEMENT FABRIC shall be measured as described above, which shall be full compensation for all work, materials, equipment and incidentals to complete the work as described above.

BID ITEM 90002 – REMOVE EXISTING WATER MAIN

DESCRIPTION

Work under this item shall include all labor, including but not limited to excavation, removal, salvaging and disposal of existing materials, equipment and incidentals required to abandon the existing water main as described below.

CONSTRUCTION METHODS

Abandon and then remove all water main, valves and fittings, etc. along Elizabeth Street where the existing main is in conflict with the proposed main. The limits of the removal shall be from the cut and cap at approximately Station 20+00 to the cut and cap at approximately Station 26+19. Remove and properly dispose of all water main, valves and fittings. Removal of valve boxes and hydrants shall be performed, measured and paid under their respective bid items.

METHOD OF MEASUREMENT

Remove Existing Water Main shall be measured by length, in feet, to the nearest foot of removed water main.

BASIS OF PAYMENT

Remove Existing Water Main shall be paid at the contract bid price which shall be full compensation for all labor, equipment, materials and incidentals necessary to remove water main and as described above. Removal of hydrants shall be paid under bid item 70040 Furnish, Install and Salvage Hydrant. Removal of valve boxes shall be paid under bid item 70090 Abandon Water Valve Box.

BID ITEM 90003 – 3' X 6' STORM SAS

DESCRIPTION

Work under this item includes construction of a new 3' x 6' field poured STORM SAS, providing and installing two (2) castings (one R-1550-0054 and one R-3064-7004), setting and adjustment of the castings to the grade as called out in the plan set or as directed in the field. The 3' x 6' field poured catchbasin shall have steel reinforcement and wall dimensions as described below:

- a. Roof thickness is 8" in vertical thickness.
- b. Roof reinforcement shall be #6 bars 4" on center in the long dimension with #6 bars on 8" centers in the short dimension.
- c. Diagonal (45 degree) bars shall be provided around the cutouts for the two SAS castings 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 12" centers in both directions.
- f. Floor thickness shall be 10".

The Contractor shall either use epoxy coated steel for all reinforcement or shall provide concrete mix that is made with XYPEX C-1000 in accord with the manufactures recommendations. The option is the Contractors. Decision shall be document in writing to the City of Madison Construction Engineer.

The minimum compressive strength at twenty-eight (28) days for all concrete used on this project shall be four thousand (4000) pounds per square inch.

METHOD OF MEASUREMENT

3' x 6' STORM SAS shall be measured for payment as each unit completed and accepted.

BASIS OF PAYMENT

3' x 6' STORM SAS shall be paid for as each constructed structure. Price bid shall include all materials, labor and equipment necessary for a complete installation as shown and specified including excavation, bedding reinforced concrete, and connections to existing and proposed pipes.

BID ITEM 90004 – RIGID FRAME INLET PROTECTION - COMPLETE

DESCRIPTION

Rigid Frame Inlet Protection-Complete is intended for construction use to minimize sediment from entering storm drainage systems, and shall be installed at locations shown on the plans prior to construction or as directed by the Engineer. The installed inlet protection frame shall be installed with a dual fabric geotextile sediment bag.

Rigid Frame Inlet Protection-Complete shall follow ASTM D8057 and comply with WDNR Conservation Practice Standard 1060. All work shall be in accordance with Part II of the standard specifications.

MATERIALS

Rigid Frame Inlet Protection-Complete supplied shall be an ADS FleXstorm "Catch-it" system or an approved equal. The supplied protection system must have a corrosion resistant framing and a replaceable geotextile sediment bag.

Framed inlet protection must meet the following specifications:

1. All ASTM Standard D8057-17 requirements, including:
 - a. Bypass overflow that meets or exceeds inlet design flow
 - b. Frame and bag strong enough to handle full sediment load
 - c. The frame shall include a curb back extension and extend to protect full width of catch basin (where applicable)
2. No part of inlet protection projecting above the grate (e.g. bag fabric)
3. "Dual fabric" filter bag, with nonwoven bottom and woven top
 - a. Geotextile bag depth shall be 22"

CONSTRUCTION METHODS

The Contractor shall verify sizes of inlets and catchbasins within the project limits to select the appropriately sized Rigid Frame Inlet Protection. Install the Rigid Frame Inlet Protection in accordance with the manufacturer's instructions at the locations shown on the plan and as directed by the Construction Engineer. Perform all maintenance activities as directed by the Engineer, which shall include cleaning of the geotextile sediment bag, replacement of geotextile sediment bag as necessary, and removal of temporary inlet protection at the completion of site restoration.

METHOD OF MEASUREMENT

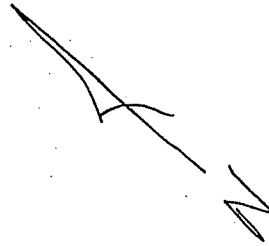
Rigid Frame Inlet Protection-Complete shall be measured by each installed and in adherence of construction methods listed above.

BASIS OF PAYMENT

Rigid Frame Inlet Protection-Complete shall be measured as described above which shall be full payment for procurement, installation, maintenance, removal, and for all work, materials, labor, and incidentals required to complete the work for each installed rigid frame inlet protection.

North Ingersoll Street

Boring BH-1



Elizabeth St.

415

411

Edge of pavement
(~30" curb at gutter)

16'

Driveway

7'



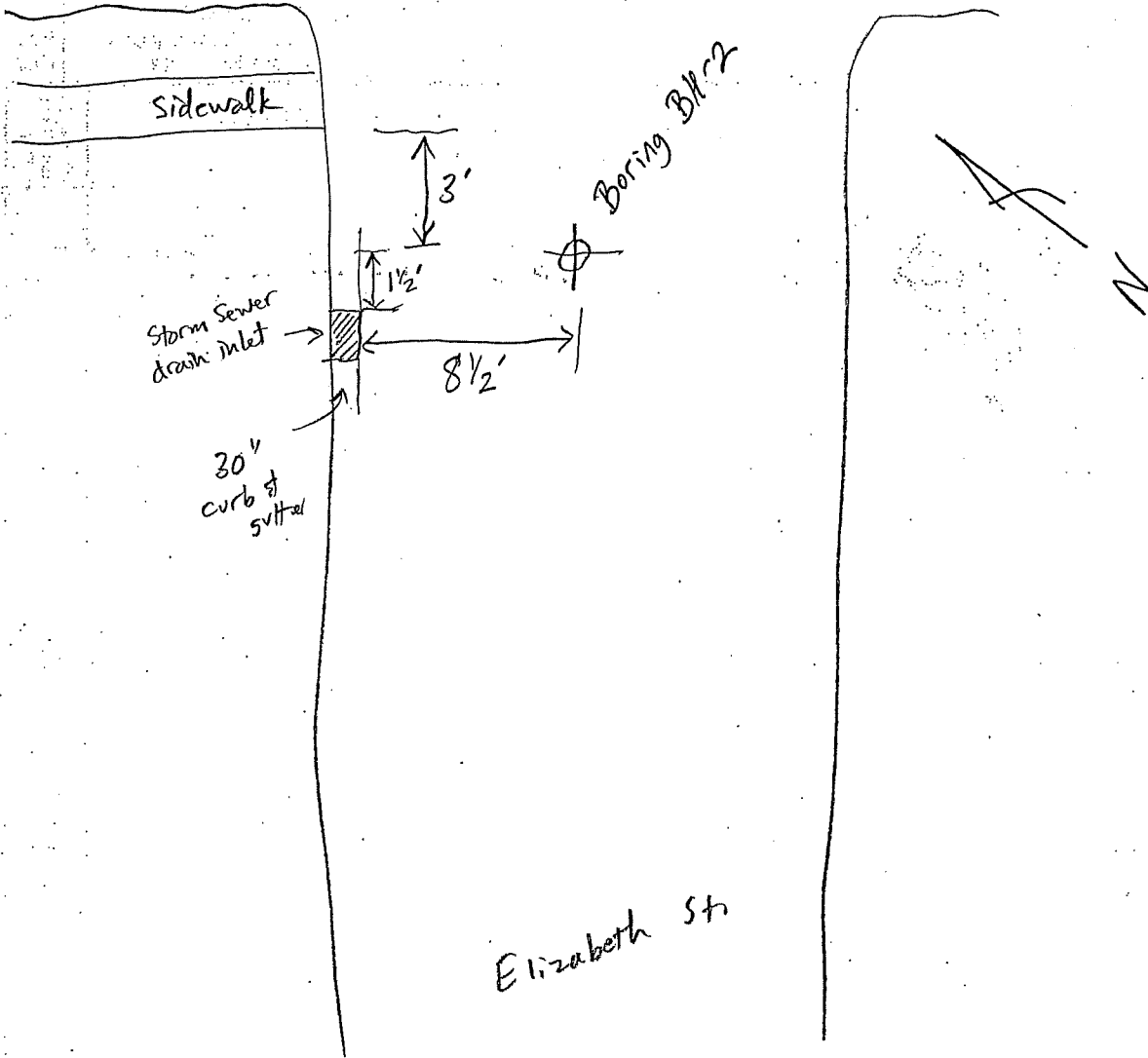
BH-1

Ingersoll Street

Elizabeth Street

Boring BH-2

N. Few St.



NOTES

1. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual.
2. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Soil Boring Records.
5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
6. The Notes and Legend Record and the Soil Boring Records should not be separated.

RELATIVE PERCENTAGE TERMS

no	0%
trace	<5%
few	5 to <10%
little	10 to <30%
some	30 to < 50%

TEST RESULTS LEGEND

q_p = Penetrometer reading, $\frac{ton}{ft^2}$

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

Frozen or F = Frozen material
 Dry = Dusty, dry to touch, absence of moisture
 Moist or M = Damp to touch, no visible water
 Wet or W = Visible free water

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

REMARKS LEGEND

NR = No Recovery
 OO = Organic Odor


SAMPLER TYPE LEGEND



Sample obtained from the auger flights



2-inch-outside-diameter, split-barrel sampler

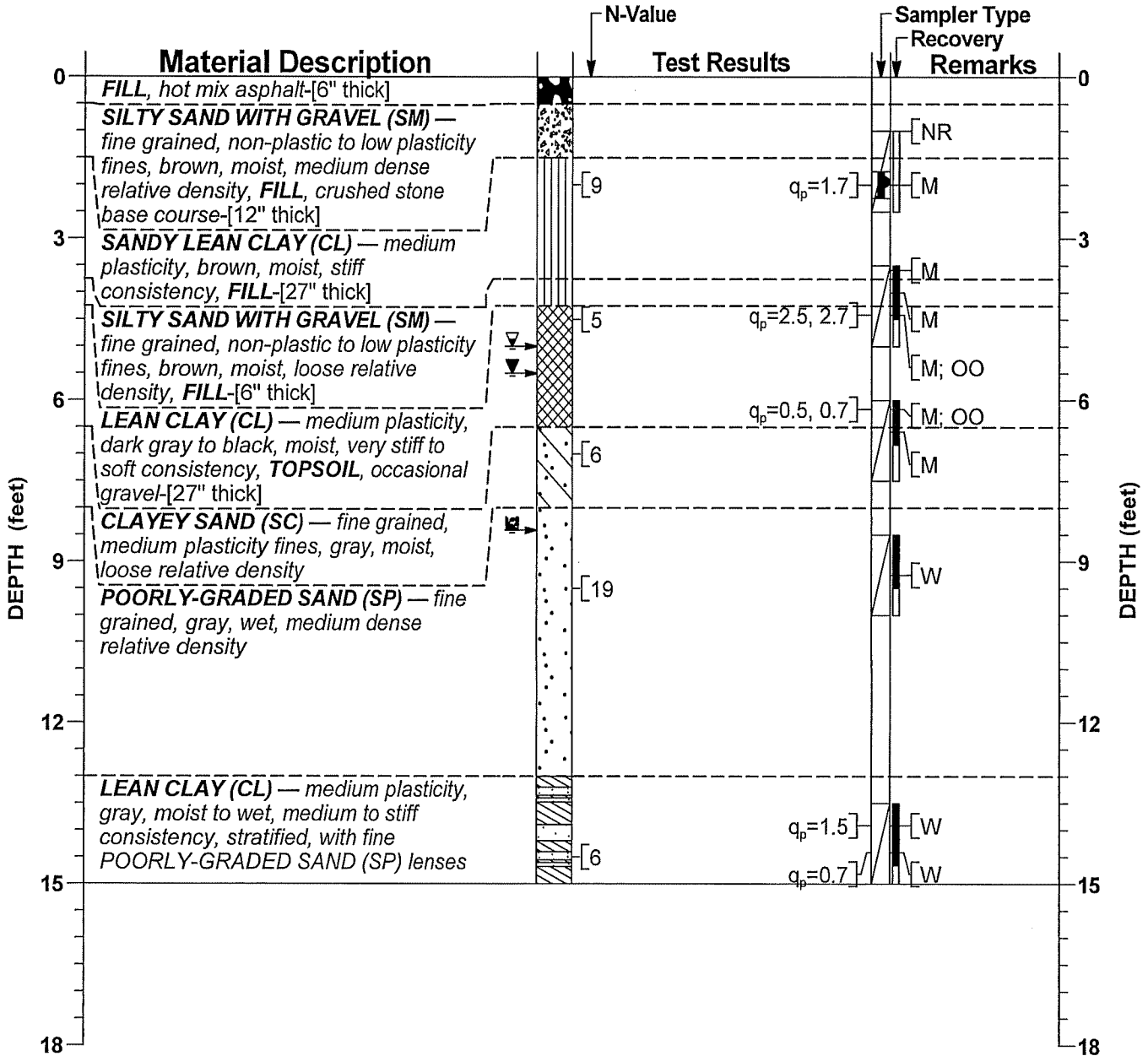
 <p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p>NOTES AND LEGEND RECORD Elizabeth Street N Ingersoll Street to N Few Street N Ingersoll Street Sherman Avenue to E Gorham Street City of Madison, Dane County, Wisconsin</p>	13300.06
---	---	----------

Assuming N Ingersoll Street runs East-West. Boring located 7 feet south of the north pavement edge of N Ingersoll Street and 16 feet west of west edge of driveway for 411 N Ingersoll Street.

Boring BH-1

General Location:

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 13	CREW CHIEF: SWK	DRILL RIG: D-25 Skid	PAGE: 1 of 1
NORTHING: ---	EASTING: ---	TOWNSHIP: (Blooming Grove) 7 N	1/4: NE	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 15'-0"
STATION: ---	OFFSET: ---	RANGE: 10 E	1/4: NW	LOG QC: CMB	DATE STARTED: 11/29/2018	DATE COMPLETED: 11/29/2018



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▽ 5'-0" at 5 minutes after completion	⊠ 8'-5" Caved at completion
▽ 5'-6" at completion	

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	5.6"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.

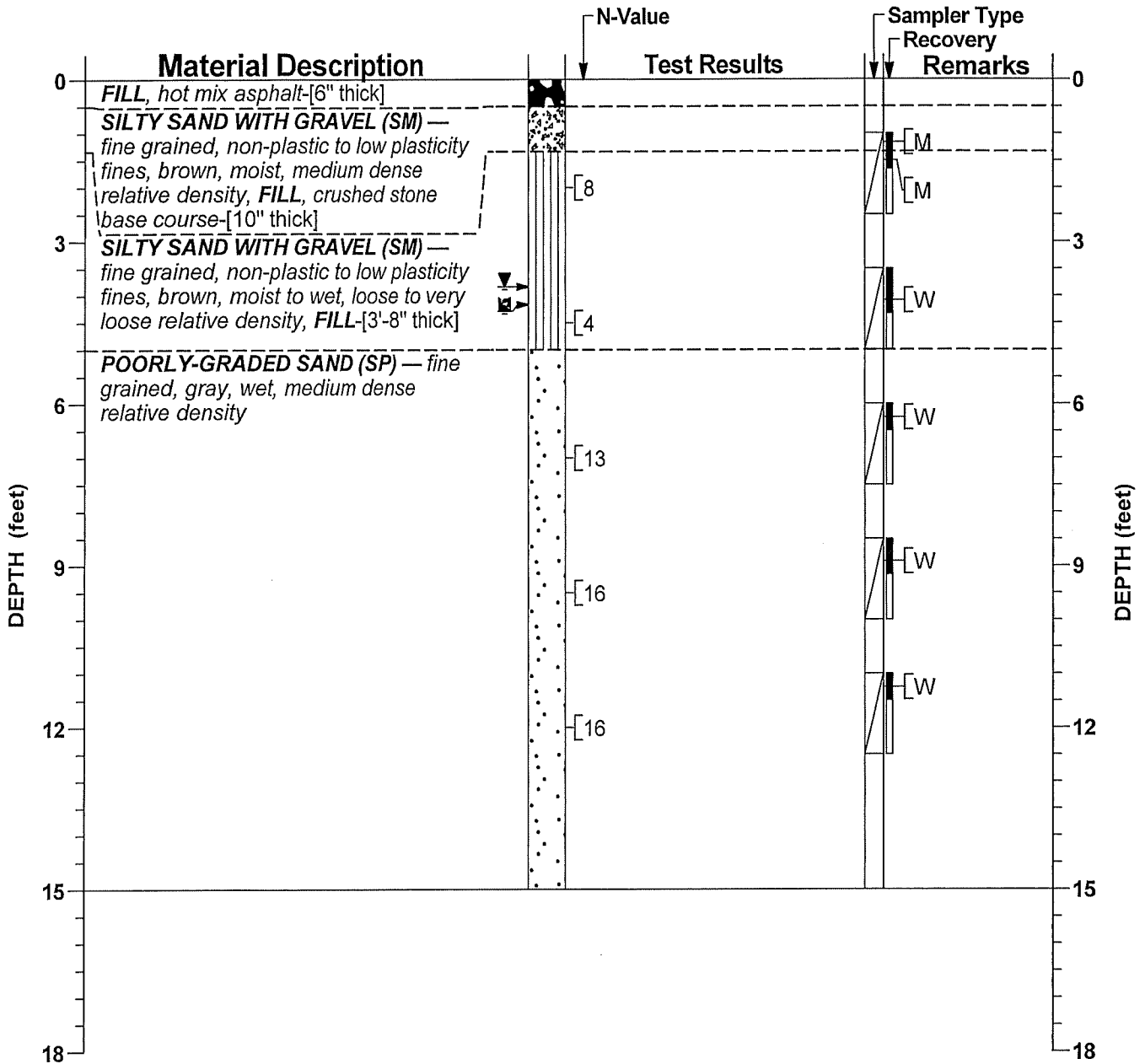
<p>Soils & Engineering Services, Inc. 1102 STEWART STREET • MADISON, WISCONSIN 53713 Phone: 608-274-7600 • 888-866-SOIL (7645) Fax: 608-274-7511 • Email: soils@soils.ws CONSULTING CIVIL ENGINEERS SINCE 1966</p>	<p>SOIL BORING RECORD Elizabeth Street N Ingersoll Street to N Few Street N Ingersoll Street Sherman Avenue to E Gorham Street City of Madison, Dane County, Wisconsin</p>	13300.06
	<p>Printed on 12/17/2018</p>	

Assuming Elizabeth Street runs North-South. Boring located 8.5 feet east of west pavement edge of Elizabeth Street and 3 feet south of the south edge of south sidewalk for N Few Street.

Boring BH-2

General Location:

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 13	CREW CHIEF: SWK	DRILL RIG: D-25 Skid	PAGE: 1 of 1
NORTHING: ---	EASTING: ---	TOWNSHIP: (Blooming Grove) 7 N	¼: NE	LOG REVIEW: CMB	HAMMER TYPE: Automatic	TOTAL DEPTH: 15'-0"
STATION: ---	OFFSET: ---	RANGE: 10 E	¼¼: NW	LOG QC: CMB	DATE STARTED: 11/29/2018	DATE COMPLETED: 11/29/2018



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
▼ 3'-10" at completion	☒ 4'-2" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	5.6"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil						

The Notes and Legend Record is considered a part of this Soil Boring Record.

Soils & Engineering Services, Inc.
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 CONSULTING CIVIL ENGINEERS SINCE 1966

SOIL BORING RECORD
 Elizabeth Street
 N Ingersoll Street to N Few Street
 N Ingersoll Street
 Sherman Avenue to E Gorham Street
 City of Madison, Dane County, Wisconsin

13300.06



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

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

Deputy City Engineer

Gregory T. Fries, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
James M. Wolfe, P.E.

Facilities & Sustainability

Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

October 22, 2019

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8295, PROJECT NO. 11182
N INGERSOLL ST, ELIZABETH ST, AND JEAN ST ASSESSMENT DISTRICT – 2019**

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

SPECIAL PROVISIONS:

REVISE

BID ITEM 50371 – LATERAL BACKFLOW PREVENTER

Replace specification language with the following:

DESCRIPTION

Work under this bid item shall include installation of a backflow preventer in the locations called out on the plans or placed at a location determined by the Construction Inspector.

The lateral backflow preventer shall be installed within the public right of way. Where possible, the preferred location is at the back of the sidewalk between the sidewalk and property line. Second preferred location is within the terrace. If not possible to install at back of sidewalk or within terrace, then it is acceptable to install within drive apron or sidewalk if necessary.

The backflow preventer shall be the Rector Clean Seal or approved equivalent. Installation of the backflow preventer shall be in accordance with manufacturers' specifications and in accordance with S.D.D. 5.7.40.

The installation of the backflow preventer may require reconnections with pipes of varying outside diameters. The Contractor shall provide up to six (6) feet total of ASTM D3034 SDR-35 pipe and up to two (2) FERNCO Strong Back RC compression couplings to complete the connection between new sanitary lateral and existing sanitary laterals. These materials shall be considered incidental to the installation of the backflow preventer. No compression coupling shall be installed where the proposed ASTM D3034 SDR-35 sanitary sewer lateral from the sanitary sewer main connects to the backflow preventer.

METHOD OF MEASUREMENT

Lateral Backflow Preventer shall be measured separately as each for each sewer lateral installation, materials and incidentals, acceptably completed.

BASIS OF PAYMENT

Lateral Backflow Preventer, measured as described, will be paid for at the contract price, and is considered full compensation for all work, labor and coincidental materials necessary to complete the work.

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

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

<http://www.bidexpress.com>

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with a large initial "R" and "P".

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


Cc: Greg Fries
Mark Moder

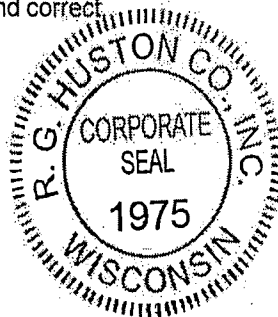
SECTION E: BIDDERS ACKNOWLEDGEMENT

**N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT
DISTRICT - 2019
CONTRACT NO. 8295**

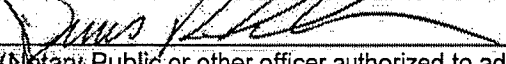
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. HUSTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.


SIGNATURE
PRESIDENT - BRAD HUSTON
TITLE, IF ANY



Sworn and subscribed to before me this 29th day of OCTOBER, 2019.


(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.

DENNIS RICHARDSON
Notary Public
State of Wisconsin

Contract 8295 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

Method of Submittal for BVC (click in box below to choose) *

I will submit Bid Express fillable online form (BVC).

Best Value Contracting

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

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

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

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT
DISTRICT - 2019

CONTRACT NO. 8295

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

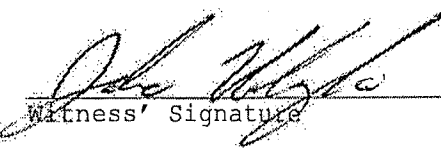
Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

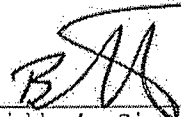
Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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

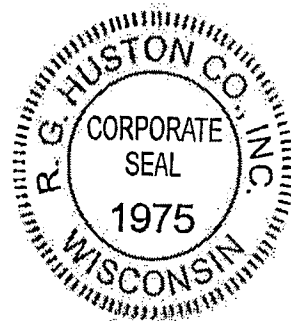


Witness' Signature



Bidder's Signature

10-24-19
Date



N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT
DISTRICT - 2019

CONTRACT NO. 8295

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Bullet	Trucking	1.0%
Jr's	Landscaper	1.2%
Subtotal SBE who are not suppliers:		<u>2.2</u> %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

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

Total Percentage of SBE Utilization: 2.2 %

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8295

DATE: 10/24/19

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,850.00	\$3,850.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	300.00	\$16.50	\$4,950.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	200.00	\$16.50	\$3,300.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$262,900.00	\$262,900.00
20101.0 - EXCAVATION CUT - C.Y.	4112.00	\$32.85	\$135,079.20
20217.0 - CLEAR STONE - TON	400.00	\$15.20	\$6,080.00
20219.0 - BREAKER RUN - TON	3900.00	\$13.90	\$54,210.00
20221.0 - TOPSOIL - S.Y.	1650.00	\$10.80	\$17,820.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	155.00	\$2.25	\$348.75
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	13.00	\$696.00	\$9,048.00
20313.0 - REMOVE INLET - EACH	12.00	\$440.00	\$5,280.00
20314.0 - REMOVE PIPE - L.F.	208.00	\$37.70	\$7,841.60
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	2400.00	\$5.80	\$13,920.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	11500.00	\$2.55	\$29,325.00
20336.0 - PIPE PLUG - EACH	11.00	\$217.00	\$2,387.00
20401.0 - CLEARING - I.D.	135.00	\$50.00	\$6,750.00
20403.0 - GRUBBING - I.D.	135.00	\$50.00	\$6,750.00
20701.0 - TERRACE SEEDING - S.Y.	1650.00	\$2.25	\$3,712.50
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$750.00	\$750.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$550.00	\$2,200.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$535.00	\$1,070.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$308.00	\$924.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$6,500.00	\$6,500.00
21017.0 - SILT SOCK (8INCH) - COMPLETE - L.F.	30.00	\$15.00	\$450.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1650.00	\$3.50	\$5,775.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	2100.00	\$18.08	\$37,968.00
30208.0 - HAND FORMED CURB AND GUTTER - L.F.	300.00	\$41.82	\$12,546.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	7915.00	\$5.76	\$45,590.40
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	3990.00	\$6.67	\$26,613.30
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	104.00	\$30.30	\$3,151.20
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	1475.00	\$21.00	\$30,975.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 - TON	2220.00	\$21.00	\$46,620.00
40201.0 - HMA PAVEMENT 3 LT 58-28S - TON	285.00	\$67.45	\$19,223.25
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	600.00	\$74.50	\$44,700.00
40218.0 - TACK COAT - GAL	705.00	\$2.20	\$1,551.00
40363.0 - ADJUST CATCHBASIN CASTING - RESURFACING - EACH	2.00	\$970.00	\$1,940.00
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	5.00	\$970.00	\$4,850.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EACH	1.00	\$2,795.00	\$2,795.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$450.00	\$450.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1298.00	\$0.01	\$12.98
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	1920.00	\$0.01	\$19.20
50301.0 - 8 INCH PVC SANITARY SEWER PIPE (SDR-35/26) - L.F.	410.00	\$104.80	\$42,968.00
50321.0 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	617.00	\$126.50	\$78,050.50
50353.0 - SANITARY SEWER LATERAL - L.F.	455.00	\$31.00	\$14,105.00
50355.0 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	438.00	\$38.00	\$16,644.00
50356.0 - RECONNECT - EACH	13.00	\$5,000.00	\$65,000.00
50357.0 - RECONNECT - PRESSURE PIPE - EACH	16.00	\$5,000.00	\$80,000.00
50359.0 - COMPRESSION COUPLING - EACH	1.00	\$440.00	\$440.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$10,080.00	\$10,080.00

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8295

DATE: 10/24/19

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
50371.0 - LATERAL BACKFLOW PREVENTOR - EACH	29.00	\$898.00	\$26,042.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	67.00	\$51.00	\$3,417.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	53.00	\$102.00	\$5,406.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	70.00	\$106.00	\$7,420.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	30.00	\$109.00	\$3,270.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	23.00	\$114.00	\$2,622.00
50418.0 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	511.00	\$129.50	\$66,174.50
50419.0 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	611.00	\$136.50	\$83,401.50
50499.0 - CONCRETE COLLAR - EACH	1.00	\$1,353.00	\$1,353.00
50701.0 - 4' DIA SANITARY SAS - EACH	6.00	\$2,532.00	\$15,192.00
50722.0 - 6'X6' STORM CATCHBASIN - EACH	1.00	\$6,480.00	\$6,480.00
50723.0 - 3'X3' STORM SAS - EACH	5.00	\$3,000.00	\$15,000.00
50724.0 - 4'X4' STORM SAS - EACH	6.00	\$3,425.00	\$20,550.00
50741.0 - TYPE H INLET - EACH	4.00	\$2,535.00	\$10,140.00
50768.0 - TERRACE INLET TYPE 3 - EACH	2.00	\$3,950.00	\$7,900.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$345.00	\$1,380.00
50791.0 - SANITARY SEWER TAP - EACH	2.00	\$934.00	\$1,868.00
50792.0 - STORM SEWER TAP - EACH	4.00	\$1,353.00	\$5,412.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 (UNDISTRIBUTED) - EACH	1.00	\$1,329.00	\$1,329.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	6.00	\$242.00	\$1,452.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	12.00	\$615.00	\$7,380.00
50802.0 - CONCRETE SUPPORTS - EACH	5.00	\$1,535.00	\$7,675.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	210.00	\$2.50	\$525.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	500.00	\$5.00	\$2,500.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	240.00	\$8.75	\$2,100.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	24.00	\$9.75	\$234.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	3.00	\$275.00	\$825.00
60826.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LINE & STRAIGHT ARROW - EACH	3.00	\$205.00	\$615.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	35.00	\$146.00	\$5,110.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	1140.00	\$131.09	\$149,442.60
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	1.00	\$1,455.05	\$1,455.05
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	7.00	\$1,867.34	\$13,071.38
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	2.00	\$1,395.29	\$2,790.58
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	5.00	\$3,669.38	\$18,346.90
70054.0 - REPLACE 1 1/2 -INCH COPPER SERVICE LATERAL - EACH	1.00	\$4,385.99	\$4,385.99
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	26.00	\$1,952.06	\$50,753.56
70057.0 - RECONNECT 1 1/2-INCH SERVICE LATERAL - EACH	1.00	\$3,827.13	\$3,827.13
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	5.00	\$1,367.21	\$6,836.05
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	4.00	\$1,022.41	\$4,089.64
70090.0 - ABANDON WATER VALVE BOX - EACH	7.00	\$144.07	\$1,008.49
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	2096.00	\$12.66	\$26,535.36
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$1,010.56	\$2,021.12
70110.0 - TEMPORARY WATER SUPPLY SYSTEM - LUMP SUM	1.00	\$33,321.26	\$33,321.26
90001.0 - GEOSYNTHETIC REINFORCEMENT FABRIC - S.Y.	4500.00	\$6.04	\$27,180.00
90002.0 - REMOVE EXISTING WATER MAIN - L.F.	620.00	\$26.18	\$16,231.60
90003.0 - 3'X6' STORM SAS - EACH	1.00	\$4,440.96	\$4,440.96
90004.0 - RIGID FRAME INLET PROTECTION - EACH	34.00	\$290.00	\$9,860.00
96 Items	Totals		\$1,865,884.55



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

Assistant City Engineer

Gregory T. Fries, P.E.
Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

BIENNIAL BID BOND

R.G. Huston Co., Inc.

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

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

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

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

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

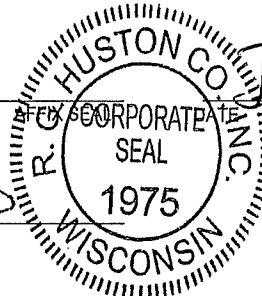
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

PRINCIPAL

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

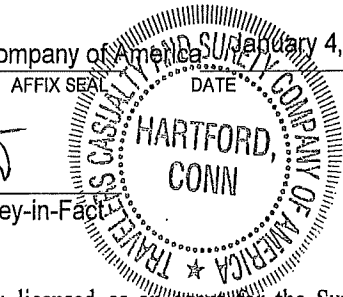


January 8, 2018

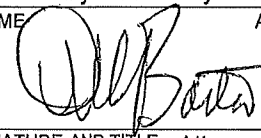
By: 
SIGNATURE AND TITLE

SURETY

Travelers Casualty and Surety Company of America
COMPANY NAME

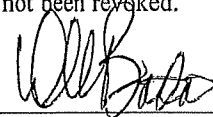


January 4, 2018

By: 
SIGNATURE AND TITLE Attorney-in-Fact

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

January 4, 2018
DATE


AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8044
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269866

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of November in the year Two Thousand and Nineteen between R. G. HUSTON CO., INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted NOVEMBER 19, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8295

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 55/100 (\$1,865,884.55) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET ASSESSMENT
DISTRICT - 2019
CONTRACT NO. 8295

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

Countersigned:

R. G. HUSTON CO., INC.

[Signature]
Witness
11/11/19
Date

[Signature]
Witness
11/11/19
Date

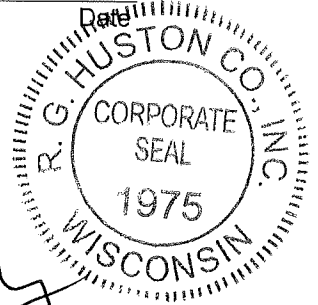
Company Name
[Signature]
President
11-11-19
Date

[Signature]
Secretary

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 10th day of December, 2019

[Signature]
Witness

[Signature]
Mayor
12/10/19
Date

[Signature]
Witness

[Signature] FOR
City Clerk
11.26.19
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 Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of ONE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 55/100 (\$1,865,884.55) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

N. INGERSOLL STREET, ELIZABETH STREET, AND JEAN STREET
ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8295

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

Signed and sealed this 20th day of November, 2019

Countersigned:

[Signature]
Witness
[Signature]
Secretary

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



Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety 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 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

November 20, 2019
Date

[Signature]
Agent Signature



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

POWER OF ATTORNEY

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

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



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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



Kevin E. Hughes, Assistant Secretary

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

