

Contract Routing Form

ROUTING: Routine

printed on: 03/26/2019

Contract between: Raymond P. Cattell, Inc.
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: 2019 - Curb & Gutter and Castings

Contract No.: 8318
Enactment No.: RES-19-00226
Dollar Amount: 2,913,320.00

File No.: 54894
Enactment Date: 03/25/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	3.27.19	3.27.19
Director of Civil Rights	3/27/19	3.29.19 ^{FNS}
Risk Manager	3.29.18	3/29/19 ^{REN}
Finance Director	03-29-2019	3/29/19 ^{MCR}
City Attorney	335 4-01-19	4-01-19
Mayor	4.01.19	4.01.19

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

Original + 2 Copies

03/26/2019 15:00:47 enjls - Bill McGlynn 266-4537

Dis Rights: OK WVA / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 2,913,320
AA Plan: Approved
Amendment / Addendum #
Type: POS / Dylp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agmt

Photo

Photo



Legislation Details (With Text)

File #: 54894 **Version:** 1 **Name:** Awarding Public Works Contract No. 8318, Resurfacing 2019 - Curb & Gutter and Castings.

Type: Resolution **Status:** Passed

File created: 2/26/2019 **In control:** Engineering Division

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

Enactment date: 3/25/2019 **Enactment #:** RES-19-00226

Title: Awarding Public Works Contract No. 8318, Resurfacing 2019 - Curb & Gutter and Castings. (Citywide)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8318.pdf

Date	Ver.	Action By	Action	Result
3/19/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
3/6/2019	1	BOARD OF PUBLIC WORKS		
2/26/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the 2019 citywide curb and gutter castings at a total estimated cost of \$3,000,730. Funding for the work is provided by the adopted 2019 capital budget for Engineering Major Streets via the Pavement Management capital program. Funding is provided by GO Borrowing and associated utility components as follows:

- Major Streets - \$1,600,250
- Water Utility - \$88,270
- Stormwater Utility - \$1,226,690
- Sewer Utility - \$48,670
- Metro Transit - \$30,130
- Streets Division - \$6,720

Awarding Public Works Contract No. 8318, Resurfacing 2019 - Curb & Gutter and Castings. (Citywide)
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. 8318) for itemization of bids.

CDO
3-26-19

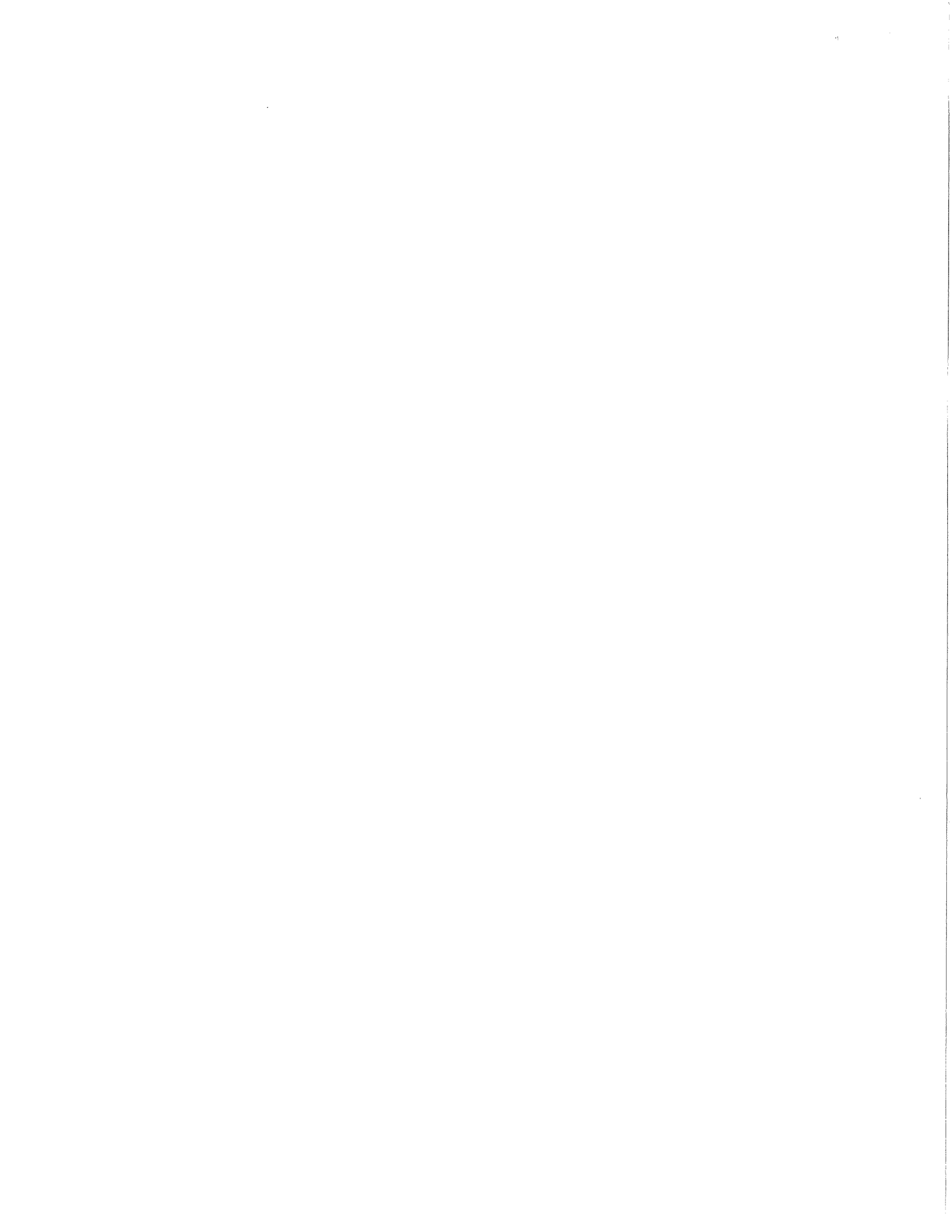


CONTRACT NO. 8318
RESURFACING 2019 – CURB & GUTTER AND CASTINGS

RAYMOND P. CATTELL, INC.

\$2,913,320.00

Acct. No. 11856-402-200: 54410 (91396)	\$707,675.50
Contingency 3%±	<u>21,234.50</u>
Sub-Total	\$728,910.00
Acct. No. 11856-402-174: 54445 (91345)	\$493,240.00
Contingency 3%±	<u>14,800.00</u>
Sub-Total	\$508,040.00
Acct. No. 11856-84-174:54445 (91345)	\$1,190,961.50
Contingency 3%±	<u>35,728.50</u>
Sub-Total	\$1,226,690.00
Acct. No. 83252-54410 (91345)	\$47,250.00
Contingency 3%±	<u>1,420.00</u>
Sub-Total	\$48,670.00
Acct. No. 86367300-54410 (91360)	\$68,560.00
Acct. No. 86367500-54410 (91360)	8,570.00
Acct. No. 86367700-54410 (91360)	8,570.00
Contingency Total (\$85,700.00) 3%±	<u>2,570.00</u>
Sub-Total	\$88,270.00
Acct. No. 44330-54810 (91396)	\$6,525.00
Contingency 3%±	<u>195.00</u>
Sub-Total	\$6,720.00
Acct. No. 85131-54810 (91396)	\$29,250.00
Contingency 3%±	<u>880.00</u>
Sub-Total	\$30,130.00
Acct. No. 11856-402-170-014239: 54410 (91396)	\$178,364.50
Contingency 3%±	<u>5,355.50</u>
Sub-Total	\$183,720.00
Acct. No. 11856-402-174-014239: 54445 (91345)	\$174,353.50
Contingency 3%±	<u>5,226.50</u>
Sub-Total	\$179,580.00
GRAND TOTAL	<u>\$3,000,730.00</u>



Jurisdiction: Wisconsin

Demographics

Company Name: Ohio Casually Insurance Company, The	NAIC CoCode: 24074	Short Name:
SBS Company Number: 54218499	State of Domicile: New Hampshire	FEIN: 31-0396250
Domicile Type: Foreign	Organization Type: Stock	Country of Domicile: United States
NAIC Group Number: 111 - LIBERTY MUT GRP		Date of Incorporation: 01/01/1919
Merger Flag: No		

Address

Business Address	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
62 MAPLE AVE KEENE, NH 03431-1625 United States	175 BERKELEY ST BOSTON, MA 02116 United States	62 MAPLE AVE KEENE, NH 03431-1625 United States	175 BERKELEY ST BOSTON, MA 02116 United States

Phone, Email, Website

Phone	Email	Website								
<table border="1"> <tr> <th>Type</th> <th>Number</th> </tr> <tr> <td>Fax Phone</td> <td>(617) 574-5955</td> </tr> <tr> <td>Toll Free Phone</td> <td>(800) 843-8446</td> </tr> <tr> <td>Business Primary Phone</td> <td>(617) 357-9500</td> </tr> </table>	Type	Number	Fax Phone	(617) 574-5955	Toll Free Phone	(800) 843-8446	Business Primary Phone	(617) 357-9500	No results found.	No results found.
Type	Number									
Fax Phone	(617) 574-5955									
Toll Free Phone	(800) 843-8446									
Business Primary Phone	(617) 357-9500									

Company Type

Company Type: Property and Casualty	Status Reason:	Status Date: 08/02/1929
Status: Active	Legacy State ID: 110565	
Effective Date: 10/01/2012	Approval Date:	File Date:
Issue Date: 08/02/1929	Article No:	COA Number:
Articles of Incorporation Received: No		

Appointments

Show 10 entries Showing 1 to 6 of 7946 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
KENNETH SCHREIBER	4642767	4642767	Intermediary (Agent) Individual	Casualty	01/29/2018	01/10/2019	03/15/2020
TRAVIS SCHREIBER	17134535	17134535	Intermediary (Agent) Individual	Casualty	04/22/2014	01/10/2019	03/15/2020
JEREMY SCHREIER	16528505	16528505	Intermediary (Agent) Individual	Casualty	08/27/2015	01/10/2019	03/15/2020
KENNETH SCHREIBER	4642767	4642767	Intermediary (Agent) Individual	Property	01/29/2018	01/10/2019	03/15/2020
JEREMY SCHREIER	16528505	16528505	Intermediary (Agent) Individual	Property	08/27/2015	01/10/2019	03/15/2020
KENNETH SCHREIBER	4642767	4642767	Intermediary (Agent) Individual		01/29/2018	01/10/2019	03/15/2020

First Previous **1** Next Last

Line Of Business

Show 10 entries Showing 1 to 10 of 11 entries

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	08/02/1929
Automobile	Automobile	08/02/1929
Credit Insurance	Credit Insurance	08/02/1929
Disability Insurance	Disability Insurance	08/02/1929
Fidelity Insurance	Fidelity Insurance	08/02/1929
Workers Compensation Insurance	Workers Compensation Insurance	08/02/1929
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	08/02/1929
Miscellaneous	Miscellaneous	08/02/1929
Ocean Marine Insurance	Ocean Marine Insurance	08/02/1929
Surety Insurance	Surety Insurance	08/02/1929

First Previous **1** 2 Next Last

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
--------------	----------------	------	--------	-------	---------

© 2019 National Association of Insurance Commissioners. All rights reserved.

Company Merger

No results found.

Name Change History

Previous Name	New Name	Effective Date
	Ohio Casualty Insurance Company, The	

\$2,913,320.00
FILE

BID OF RAYMOND P. CATTELL, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

RESURFACING 2019 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8318

PROJECT NO. 11856

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8318**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTION.....B-1
SECTION C: SMALL BUSINESS ENTERPRISE C-1
SECTION D: SPECIAL PROVISIONS..... D-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: BEST VALUE CONTRACTING F-1
SECTION G: BID BOND G-1
SECTION H: AGREEMENT..... H-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1

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: jf

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:	RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO.:	8318
SBE GOAL	4%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	FEBRUARY 22, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	FEBRUARY 21, 2019
BID SUBMISSION (2:00 P.M.)	FEBRUARY 28, 2019
BID OPEN (2:30 P.M.)	FEBRUARY 28, 2019
PUBLISHED IN WSJ	FEBRUARY 14 & 21, 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)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 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/aaTBDir.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/aaTBDir.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

RESURFACING 2019 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8318

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).

SECTION 104 SCOPE OF WORK

Work in this contract includes replacement of curb and gutter, drive aprons, sidewalk ramps including truncated domes (supplied by City of Madison), adjusting inlets and castings (castings supplied by City of Madison), and installation of new storm sewer in advance of pavement pulverizing/milling and paving.

All curb and gutter replaced on milled streets shall be front filled with asphalt. All curb & gutter placed on pulverized streets shall be front filled with gravel unless the Engineer requires asphalt. Gravel front fill is included with remove/replace curb and gutter.

There are several locations where new concrete bus pads will be installed. Locations are noted on the walk sheets.

There is new storm sewer installation on:

HAMLET PL	VIOLET LN	VIOLET CIR	DAFFODIL LN
SEIFERTH RD	TOMPKINS DR	ADVANCE RD	PROGRESS RD
CAMILLA RD	ELLEN AVE	AMMERMAN CIR	VALLEY RD
QUIET LN	SHADY WOOD WAY	WALKER DR	LOIS LN
CHARLEEN LN	BEEHNER CIR	RAPLPH CIR	MASTHEAD DR
NAUTILUS DR	W. OAKBROOK CIR	OAK GLEN CT	STONEHEDGE CT
BRYCE CANYON CIR	SAN JUAN TRL	N YELLOWSTONE DR	GLACIER DR
YOSEMITE TRL	VONDRON RD		

All sidewalk removed at the crosswalks shall be replaced with 7" concrete.

This Contractor shall be required to coordinate with the other Contractors performing work on the resurfacing program contracts.

SECTION 104.3 CHANGES IN THE WORK

The quantity of the items listed in this Contract are estimates only.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid, unless by mutual agreement by both the Contractor and the City.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

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 105.6 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall have at all times during the progress of construction one Superintendent as the agent for the Contractor on this work, who is thoroughly understanding of all aspects of the Resurfacing Program and shall receive instructions from the Engineer.

The Contractor shall be responsible for all castings until the lower layer of asphalt is placed. The paving contractor shall verify operation of all valve castings within 24 hours of placement of the lower layer of asphalt. The casting contractor shall repair as required by the Engineer at no additional cost to the City of Madison.

SECTION 105.12 COOPERATION OF THE CONTRACTOR

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

It is anticipated that MG&E will be replacing natural gas mains and services or installing dual mains on the following streets:

QUARTERDECK DR
KEELSON DR
VALLEY RD
SEIFERTH RD
ADVANCE RD
HAMLET PL
CHARLEEN LN
RALPH CIR
VONDRON RD
OAKBROOK CIR

MASTHEAD DR
MILWAUKEE ST
SHADY WOOD WAY
TOMPKINS DR
VIOLET CIR
DAFFODIL LN
LOIS LN
BEEHNER CIR
E. OAKBROOK CIR
CROSS BRIDGE CIR

LANDFALL DR
N. YELLOWSTONE DR
QUIET LN
PROGRESS RD
VIOLET LN
FLINT LN
WALKER DR
PFLAUM RD
W. OAKBROOK CIR
S. STOUGHTON SERVICE RD

Contacts for MG&E are as follows:

Project	MGE Contact
Seiferth/Tompkins/Progress/Advance	John Wichern
Violet Cir/Violet Ln/Hamlet/Daffodil	Roger Ahles
Flint/Charleen/Lois/Walker/Ralph/Beehner	Roger Ahles
Valley/Shady Wood/ Quiet	John Wichern
Quarterdeck/Masthead/Landfall/Keelson Dr.	Holly Powell
Pflaum/Vondron	Roger Ahles
E. Oakbrook/W. Oakbrook/Oakbrook Cir/Crossbridge	Roger Ahles
N. Yellowstone	Shaun Endres

It is also anticipated that Madison Metropolitan Sewerage District (MMSD) and AT&T have manholes and/or handholes on some of the roads in this contract and these structures may need adjusting prior to paving.

The City of Madison Engineering Division will be awarding a contract for asphalt pavement pulverizing/milling and paving (contract 8319) in conjunction with this contract.

A contract, Spring Harbor Greenway at Masthead (Nautilus Pond Reconstruction) (8325), will be let for construction that may occur during this project.

Traffic Engineering crews will be replacing or adding traffic signal loops after the pulverizing or milling and before the paving on the following streets with signal loops:

S. STOUGHTON RD SERVICE RD AGRICULTURE DR

Streets may be deleted or added to the above list. The Contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering 48 hours, (608-266-4761), prior to final paving.

Cost to repair damage to traffic signal loops that occur after their installation due to Contractor negligence, and cost for extra work to install the traffic signal loops in newly paved streets due to improper notice to the Traffic Engineering Division, will be deducted from the contract.

SECTION 105.13 ORDER OF COMPLETION

Prior to beginning operations under this contract, Contractors involved in the Resurfacing Program shall meet collectively with the Engineer, at the pre-construction meeting, to establish a tentative list in what street order they will proceed. The Engineer shall have final approval regarding the tentative list.

The Contractor shall proceed on this contract so as not to cause delays to Contracts noted in section 105.12. Delay costs in accordance with section 109.9 "LIQUIDATED DAMAGES" of the Standard Specification shall be assessed for each day that the Contractors on the above listed contracts are delayed.

SECTION 106.1 SOURCE OF SUPPLY AND QUALITY

No work shall begin on this contract until such time that asphalt mix design(s) are approved by the City of Madison.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to businesses shall be maintained at all times.

The Contractor shall properly barricade and light all work areas. Sidewalk forms, form pins and other items incidental to the work shall not be left or stored on the sidewalk or in the sidewalk area.

The Contractor shall not be allowed to remove curb and gutter from both sides of the street at the same time unless approved by the Engineer. This is in order to minimize the amount of on street parking required by property owners within any given block at the same time.

The Contractor shall not work on streets abutting school property while school is in session unless approved by the Engineer.

Work at or near Walker Dr, Charleen Ln, Flint Ln, Lois Ln, Beehner Cir and Ralph Cir shall not occur during the school year unless approved by the Engineer.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The Contractor shall backfill along both sides of the newly poured sidewalk immediately following removal of the sidewalk forms.

The following streets are bus routes. Contractor shall contact Madison Metro at least 7 days prior to starting work on the following streets:

VONDRON RD PFLAUM RD AGRICULTURE DR ADVANCE DR
STOUGHTON SERVICE RD MASTHEAD DR

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 included with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. 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.

All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

The Traffic Control Plan shall be submitted to the office of the City Traffic Engineer, at 215 Martin Luther King, Jr. Blvd, Suite 109, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plans shall address all requirements of this section of the Special Provisions. The successful bidder shall work with the City Traffic Engineering Division to develop approved Traffic Control Plans. 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 Contractor shall submit acceptable Traffic Control Plans for the following streets to be resurfaced:

S STOUGHTON RD SERVICE RD E BROADWAY SERVICE RD AGRICULTURE DR
PFLAUM RD VONDRON RD

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

Refer to section 403.1 of the City of Madison Standard Specifications for Traffic Control.

PEAK HOUR RESTRICTIONS

The Contractor and any subcontractor for the Street Resurfacing Program shall be required to adhere to peak hour traffic restrictions between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on the below listed streets. No work shall be done between these hours.

S STOUGHTON RD SERVICE RD E BROADWAY SERVICE RD AGRICULTURE DR
PFLAUM RD VONDRON RD

SECTION 108.2 PERMITS

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

An erosion control plans for projects that require a plan are included with this contract. All other locations within this contract that do not have a plan requirement shall still require erosion control measures as directed by the Engineer. The Contractor is responsible to install, maintain and remove all erosion control measures as directed by the construction engineer and maintain the site to prevent sediment migration.

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

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

The Contractor may encounter contaminated soils and/or groundwater. The Contractor will be required to obtain a permit from the City of Madison for discharging to public sanitary.

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

The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on this project on or before **APRIL 15, 2019**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-9091). The work called for by this contract shall be completed in **ONE HUNDRED (100) WORK DAYS**. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown or the actual date work begins whichever is sooner.

Once work starts on a street, construction activities shall continue until all work is completed including storm sewer, curb and gutter, aprons and restoration.

In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, shall subject the Contractor to paragraph C. of this section.

- A. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

1. One Superintendent/Foreman
2. Cement Finishing force sufficient to finish concrete work in order that contract shall not be delayed.
3. Laborers sufficient for removal, grading, forming, placing and finishing of concrete.
4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
5. Sidewalk, curb and gutter, and drive aprons, shall be replaced within three (3) workdays after it has been removed. Sidewalk and curb and gutter adjoining business properties shall be replaced within twenty-four (24) hours after being removed.
6. Backfilling and cleanup force sufficient to keep the backfilling operation to within one (1) work day after concrete is cured.

- B. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$500.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph A above. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.

- C. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
- D. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Workdays may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

SECTION 109.5 METHODS AND EQUIPMENT

The Contractor shall inspect and certify, in writing, that all sewer access points are free of debris when he/she leaves each site. If there is any debris in the sewer access point that the Contractor feels is not his/her responsibility, he/she shall promptly bring it to the attention of the Project Engineer before beginning work. Any repairs required to the new pavement shall be by infrared method or approved by Engineer.

BID ITEM 20403 – CLEARING **BID ITEM 20407 – GRUBBING**

Clearing and Grubbing shall be completed on the Seiferth Road, Masthead Drive and Valley Road as detailed within the construction plan set. The clearing and grubbing widths shall be sufficient for installation of storm sewer. All trees outside these limits shall be protected and not removed. An undistributed quantity has been provided for additional clearing as needed for access to the work area.

No trees shall be removed or limbed prior to approval by the engineer. All trimming must be completed in accordance with ANSI A300 tree pruning specifications by a licensed arborist.

Seiferth Road: 22 SY
Masthead Drive: 222 SY
Valley Road: 55 SY

SECTION 210.1 EROSION CONTROL

Material stored at the project site, for use as backfill material shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalk pavements shall be removed from the street and sidewalk pavements by hand shoveling at the end of the period, not to exceed one work day.

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day.

BID ITEM 21002 – EROSION CONTROL INSPECTION

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

BID ITEM 21017 – SILT SOCK (8 INCH) COMPLETE

Silt sock shall be used to prevent erosion around all terrace inlets. Silt sock shall be used in the terrace and/or curb line as needed.

BID ITEM 21055 – INLET PROTECTION, TYPE D HYBRID – COMPLETE

Type C inlet protection shall be allowed in areas where only mill and overlay work will occur. All locations requiring pipe or structure excavation shall have Type D modified inlet protection.

SECTION 303.2(n) CURB RAMP DETECTABLE WARNING FIELD

MATERIALS

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields.

SECTION 403.16 ADJUST VALVE CASTING, METHOD #1 - RESURFACING, ADJUST VALVE CASTING, METHOD #2 - RESURFACING, INSTALL ADJUSTABLE WATER BOX, METHOD #3 – RESURFACING

403.16(a) Description.

If required, ramping valve castings with HMA shall be incidental to this bid item.

SECTION 403.1 RESURFACING

The following specifications cover the work involved in the asphalt pavement resurfacing program of various streets. The resurfacing program includes: contract(s) to replace curb & gutter and utility castings; grind or pulverize various streets; patch and resurface various streets.

All work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification.

SECTION 500 SEWERS AND SEWER STRUCTURES

STORM SEWER AND STRUCTURES GENERAL

The storm sewer designer for this project is Janet Schmidt. She may be contacted at (608) 261-9688 or jschmidt@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 9,400 feet of new storm sewer of various sizes ranging from 12" – 30" Type I RCP Storm pipe at locations shown on the plan and in accordance with these specifications.

Mobilization, traffic control and street sweeping shall be paid as a lump sum for the entire project.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new

sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

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

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and until shop drawings are approved by the design engineer.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

SECTION 502.1 UTILITY TRENCH PATCHES

The Contractor shall note that bid quantities for trench patching are percentages of the actual total quantity of trench patch. The use of either Type III or Type IV Trench Patches shall be left to the determination of the Construction Engineer and Inspectors and shall be predicated upon site conditions, traffic control and paving schedule. The Contractor shall be prepared to install either Type III or Type IV Utility Trench Patches at all project locations.

Intersections and collector streets disturbed by storm sewer improvements will be restored with Type III Utility Trench Patch. All other trenches located within pavement for storm sewer construction ahead of resurfacing shall be restored using Type IV Utility Trench Patches according to the Standard Specifications.

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. The City may obtain ULO information ahead of the project to help identify conflicts and may have a respective decrease in quantities.

BID ITEM 90000 – EXCAVATION, LOADING AND HAULING OF CONTAMINATED SOIL

DESCRIPTION

This special provision describes excavating, loading, and hauling of contaminated soil to the Waste Management Madison Prairie Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. Tipping fees shall be paid for by the City of Madison.

Waste Management Madison Prairie Landfill
3490 Nelson Road
Sun Prairie, WI 53590
(t) 608.837.9031

Work shall be performed in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

Notice to the Contractor – Contaminated Soil Locations

There is potential to encounter contaminated soil during storm sewer installation on Seiferth Rd and Tompkins Dr. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

Coordination

Do not transport materials offsite to a landfill for disposal without prior approval from the environmental consultant. Coordinate work under this contract with the City of Madison Environmental Consultant:

Brynn Bemis
City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Rm 115
Madison, WI 53703
608.267.1986
bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

1. Providing hauling manifests for Madison Prairie Landfill.
2. Assisting with determining the location and limits of petroleum-contaminated soil to be excavated based on soil analytical results, visual observations, and/or field screening instruments.
3. Coordinating response measures for unknown contamination encountered.
4. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify both the Environmental Consultant and Project Engineer at least three (3) calendar days prior to commencement of excavation activities in each of the contaminated areas.

Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that

meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

CONSTRUCTION

Subsection 205.3 of the standard specification is supplemented with the following:

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site for no more than 24 hours. WDNR stockpile requirements for contaminated materials are specified in NR 718.05. Place contaminated soil on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover piles with impervious material, such as plastic sheeting, to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants.

Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. If spills or releases occur, immediately notify the Environmental Consultant and Engineer. Immediately recover all contaminated soil, residue, and any new contamination that was caused by the spill or release. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Dispose of petroleum-contaminated soil at the approved facility's bioremediation facility.

METHOD OF MEASUREMENT

Excavation, Loading and Hauling of Petroleum-Contaminated Soil will be measured in tons of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

BASIS OF PAYMENT

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90001 – BUS PAD

DESCRIPTION

This item involves the construction of new 5" concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

METHOD OF PAYMENT

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

BASIS OF PAYMENT

The contract price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; for furnishing and placing 5" concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90030 –REBUILD TRAFFIC MEDIAN

DESCRIPTION

Work under this bid item shall include reconstruction of the existing traffic calming island on Vondron Road including all work required to rebuild the existing curb and gutter to match existing, excavation and disposal of all materials required to rebuild the traffic median, removal of all organic planting materials and replacement in kind with 6 inches of topsoil to support replanting of the bed. No construction debris or materials, including concrete washout, shall be placed within the planting area and the depth of topsoil shall match what exists prior to construction. Engineering staff will contract for the replacement of all plant materials separately from this contract. All colored concrete be paid for separately under bid item 90032 Colored and Textured Concrete 5-Inch.

METHOD OF MEASUREMENT

Rebuild Traffic Median shall be measured as lump sum as completed and accepted in the field.

BASIS OF PAYMENT

Rebuild Traffic Median will be paid for at the contract unit price, which shall be payment in full for the work as outlined above, including: excavation, disposal of removed material, preparation of subgrade including subbase, f, finishing and protecting, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90031 –RELOCATE WATER

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main or water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of main to be relocated would be limited to the immediate crossing of the storm sewer. The work will

include new joints, piping of various sizes, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the Madison Standards Specifications for Public Works Construction, current addition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

METHOD OF MEASUREMENT

Relocate Water shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

Relocate Water shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90032 – COLORED AND TEXTURED CONCRETE 5-INCH

This special provision describes furnishing and installing Colored and Textured Concrete 5-Inch, complete and accepted in place, including base materials, sealer and samples in accordance with Part 3 of the Standard Specifications, and the plans, details, and as hereinafter provided.

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

Prior to installing in the design locations, Contractor shall provide a sample of the anticipated color and texturing methods.

MATERIALS

All concrete designated as colored in the plans shall utilize an integral-mix colored admixture and shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix. Add integral concrete colorant according to manufacturer's instructions. Provide a copy of those manufacturer instructions to the Engineer prior to providing the material's for construction.

The Integral Color shall match the existing colored concrete in the medians in the immediate vicinity.

IMPRINTING PATTERN

Match the existing approximately 12" by 12" square imprinted pattern.

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

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

CONSTRUCTION

An experienced Contractor who has installed a minimum of 30,000 square feet of colored and imprinted concrete shall install Colored and Textured 5-Inch Concrete. The Contractor shall submit written documentation of imprinted concrete work to the Engineer prior to the start of construction.

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

Provide materials and labor for constructing all excavations, base preparation/installation, foundation preparation/installation and backfilling.

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Apply release agent in accordance to the manufacturer's recommendations.

Stamping method shall be in accordance to the manufacturer's specified methods. Check all depths of imprints by tool-to-tool surface leveling.

Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete settings.

Remove excess release agent from the concrete seventy two (72) hours after placement using a stiff brush and a mild murataic acid solution (approximately 4 oz per 2.5 gallons water) to achieve desired color. Rinse and let dry. Apply curing compound at 350 SF/gal coverage rate or in accordance to manufacturer's recommendations to seal the concrete immediately after drying.

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

Colored and Textured Concrete 5-Inch shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

METHOD OF MEASUREMENT

Colored and Textured Concrete 5-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

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

RESURFACING 2019 – CURB & GUTTER AND CASTINGS (Contract 8318)

<u>STREET</u>	<u>LIMIT</u>	<u>LIMIT</u>
<u>PULVERIZED STREETS</u>		
S STOUGHTON RD SERVICE RD	BUCKEYE RD	PFLAUM RD
E BROADWAY SERVICE RD	FEMRITE DR	E BROADWAY
AGRICULTURE DR	FEMRITE DR	565 FT S OF FEMRITE DR
SEIFERTH RD	PFLAUM RD	TOMPKINS DR
TOMPKINS DR	S STOUGHTON RD SERVICE RD	PROGRESS RD
PROGRESS RD	N END	1170 FT S OF TOMPKINS
DR		
ADVANCE RD	PFLAUM RD	PROGRESS RD
VIOLET CIR	HAMLET PL	N END
VIOLET LN	HAMLET PL	DAFFODIL LN
HAMLET PL	SWANTON RD	DAFFODIL LN
DAFFODIL LN	MILWAUKEE ST	HAMLET PL
FLINT LN	ACEWOOD BLVD	MEADOWLARK DR
CHARLEEN LN	WALKER DR	FLINT LN
LOIS LN	WALKER DR	MEADOWLARK DR
WALKER DR	MILWAUKEE ST	FLINT LN
RALPH CIR	MEADOWLARK DR	E END
BEEHNER CIR	MEADOWLARK DR	E END
PEBBLE BEACH DR	283 FT N OF PINEHURST CIR	SAUK RIDGE TRL
VALLEY RD	RETANA DR	KEVINS WAY
SHADY WOOD WAY	VALLEY RD	QUIET LN
QUIET LN	SHADY WOOD WAY	VALLEY RD
KALAS ST	DROSTER RD	S THOMPSON DR
AMMERMAN CIR	KALAS ST	S END
BEA CIR	KALAS ST	N END
QUARTERDECK DR	INNER DR	MASTHEAD DR
MASTHEAD DR	ISLAND DR	NAUTILUS DR
MASTHEAD DR	NAUTILUS DR	QUARTERDECK DR
LANDFALL DR	NAUTILUS DR	QUARTERDECK DR
KEELSON DR	INNER DR	QUARTERDECK DR
PFLAUM RD	AGRICULTURE DR	VONDRON RD
VONDRON RD	E BUCKEYE RD	PFLAUM RD
E OAKBROOK CIR	W OAKBROOK CIR	OAKBROOK CIR
W OAKBROOK CIR	N HIGH POINT RD	OAKBROOK CIR
OAKBROOK CIR	E OAKBROOK CIR	TREE LN
CROSSBRIDGE CT	E OAKBROOK CIR	N END
SANDY CT	W OAKBROOK CIR	N END
STONEHEDGE CT	W OAKBROOK CIR	S END
OAK GLEN CT	W OAKBROOK CIR	S END
N YELLOWSTONE DR	INNER DR	EVERGLADE DR

2019 RESURFACING

PAGE 1 OF

LANDFALL DRIVE

LIMITS

NAUTILUS TO QUARTERDECK

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	6418	13.0					
C&G	6414	8.0					
C&G	6410	11.0					
C&G	6409	15.0					
C&G	6405	7.0					
C&G	6402	12.0					
C&G	6346	10.0					
C&G	6345	10.0					
C&G	6342	13.0					
C&G	6341	10.0					
C&G	6342/6338	82					
C&G	6337	35					
C&G	6334	32					
C&G	6333	17					
C&G	6330	32					
C&G	6329	11					
C&G	6326	33					
C&G	6325	35					
C&G	6322	56			16+40		
C&G	6321	31					
C&G	6321/6313	12					
7"	146 NAUTILUS	80			RAMP		
7"	6302	80			RAMP		
7"	6322	160			APRON		
7"	6329	90			APRON		
7"	6333	100			APRON		
7"	6346	80			APRON		
7"	6405	80			APRON		
MH	6410	1			ADJ		
MH	6346	1.00			REPLACE		
MH	6334	1.00			REPLACE		
MH	6314	1.00			ADJ		
VC	146 NAUTILUS	1.00					

2019 RESURFACING

MASTHEAD

LIMITS

ISLAND TO QUARTERDECK

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	6417	19.0					
C&G	129	7.0					
C&G	6413	20.0					
C&G	6414	11.0					
C&G	6409	14.0					
C&G	6410	18.0					
C&G	6405	13.0					
C&G	6406	10.0					
C&G	6402/6338	87.0			55+32		
C&G	6401	12.0					
C&G	6338/6334	42			29+13		
C&G	6337	20					
C&G	6333/6329	59			44+15		
C&G	6329	15.00					
C&G	6330	15.00					
C&G	6322	11.00					
C&G	6321	7.00					
C&G	6317	17.00					
C&G	6318/6314	44.00					
C&G	6305	32.00			22+10		
C&G	6310/6314	41.00			34+7		
C&G	158	27.00					
C&G	202	10.00					
C&G	157	22.00					
C&G	6213	20.00					
7"	6402	96.00			APRON		
7"	6310	236.00			RAMP		
7"	202	200.00			(2) RAMP		
7"	6318	144.00			RAMP		
MH	6417	1.00			REPLACE		
MH	6405	1.00			REPLACE		
MH	6333	1.00			REPLACE		
MH	6321	1.00			ADJ		
MH	6314	1.00			REPLACE		

2019 RESURFACING

PAGE 1 OF

OAKBROOK

LIMITS

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	7801 EAST	25.0					
C&G	7817 WEST	20.0					
C&G	7805/7809	58.0			23+35		
C&G	7810	24.0					
C&G	7813	22.0					
C&G	7821	33.0					
C&G	7824/26	66.0					
C&G	7825	15.0					
C&G	7834	37.0					
C&G	7842	23.0					
C&G	7853	25					
C&G	7861	30					
C&G	7866	45					
C&G	7881/85	22.00			10+12		
C&G	1 CROSSBRIDGE	6.00					
C&G	7978	26.00					
C&G	7990 OAKBROOK	28.00			20+8		
C&G	1 SANDY	6.00					
C&G	7962	38.00					
C&G	7965	28.00					
C&G	7958	25.00					
C&G	7953	22.00					
C&G	7950	25.00					
C&G	7949	12.00					
C&G	7942	30.00					
C&G	7941	33.00					
C&G	7938	25.00					
C&G	7934	21.00					
C&G	7933	30.00					
C&G	7929	25.00					
C&G	7926	23.00					
C&G	7925/21	62.00					
C&G	7913	24.00					

2019 RESURFACING

PAGE 1 OF

OAKBROOK PAGE 2

LIMITS _____

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	7909	26.0					
C&G	7870	22.0					
C&G	7865	27.0					
C&G	7858	26.0					
C&G	7854	25.0					
C&G	7850/46	70.0					
C&G	7826	35.0					
C&G	7817	27.0			13+14		
7"	7817 WEST	80.0			RAMP		
7"	7821	184.0			APRON		
7"	7825	25			APRON		
7"	7834	168			APRON		
7"	7838	25			APRON		
7"	7842	25.00			APRON		
7"	7881	25.00			APRON		
7"	7885	100.00			RAMP		
7"	7990/7889	256.00			(4) RAMP		
7"	7958	100.00			APRON		
7"	7962	150.00			APRON		
7"	7965	80.00			APRON		
7"	7953	100.00			APRON		
7"	7942	25.00			APRON		
7"	7933	25.00			APRON		
7"	7926	25.00			APRON		
7"	7921	25.00			APRON		
7"	7865	72.00			APRON		
7"	7858	25.00			APRON		
7"	7854	67.00			APRON + RAMP		
7"	7834	42.00			RAMP		
7"	7826	63.00			APRON		
7"	7801	80.00			RAMP		
5"	7801	125.00			RAMP SW		
5"	7854	100.00			RAMP SW		

2019 RESURFACING

PAGE 1 OF

PROGRESS ROAD

LIMITS

N. END TO 1170'SO. OF THOMPSON

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	4707 PFLAUM	50.0					
C&G	2547	35.0			25+10		
C&G	2550	36.0					
C&G	2573	128.0			52+76		
C&G	2573 ADVANCE	36.0					
C&G	2602	40.0			6+34		
C&G	2617	47.0			10+37		
C&G	2722	14.0					
C&G	2818	39.0			10+13+16		
C&G	2918	43.0			22+10+11		
C&G	2901	22					
7"	4707 PFLAUM	330			APRON		
7"	2547	300			APRON		
7"	2550	60.00			APRON		
7"	2573	470.00			APRON		
7"	2602	50.00			APRON		
7"	2617	84.00			APRON		
7"	2901	25.00			APRON		
INLET	2602	1.00			REBUILD		
INLET	2573	2.00			2-REBUILD		
INLET	2573	3.00			3-REBUILD		
MH	4707 PFLAUM	1.00			ADJ		
MH	4707 PFLAUM	1.00			REPLACE		
MH	2609	1.00			ADJ		
MH	2617	1.00			ADJ		
MH	2701	1.00			ADJ		
MH	2722	2.00			2-ADJ		
MH	2901	1.00			ADJ		
MH	2918	1.00			ADJ		
VC	2547	4.00					
VC	2573	2.00					
VC	2617	1.00					
VC	2609	13.00					

2019 RESURFACING

PAGE 1 OF

QUARTERDECK DRIVE

LIMITS

INNER TO MASTHEAD

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	134	14.0					
C&G	130	8.0					
C&G	126	13.0					
C&G	118	26.0					
C&G	6418	13.0					
C&G	116	22.0					
C&G	109	50.0			15+35		
C&G	110	13.0					
C&G	102	8.0					
C&G	10	48.0			17+31		
C&G	9	10					
C&G	6	12					
7"	129	80			RAMP		
7"	6417	80.00			RAMP		
7"	6418	80.00			RAMP		
7"	105	80.00			RAMP		
7"	9	80.00			RAMP		
7"	10	150.00			APRON		
INLET	109	1.00			ADJ		
MH	114	1.00			REPLACE		
MH	9	1.00			REPLACE		
5"	129	125.00			RAMP SW		
5"	6417	125.00			RAMP SW		
5"	6418	125.00			RAMP SW		
5"	105	125.00			RAMP SW		
5"	9	125.00			RAMP SW		
5"	1	125.00			RAMP SW		
5"	6433	125.00			RAMP SW		
VC	6433	1.00					
VC	9	1.00					
VC	114	1.00					
VC	118	1.00					
VC	129	2.00					

2019 RESURFACING

PAGE 1 OF

STOUGHTON SERVICE ROAD

LIMITS

BUCKEYE TO PFLAUM

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	1821	144.0			10+20+42+28+18+11+15		
C&G	1915	21.0					
C&G	1919	220.0			40+180		
C&G	2001	48.0			38+10		
C&G	2025	50.0					
C&G	2101	140.0					
C&G	2117	18.0					
C&G	2201	103.0			39+64		
C&G	2209	25.0			18+7		
C&G	2217	73.0					
C&G	2225	51					
C&G	2235	46					
C&G	2311	30			10+20		
C&G	2405	106.00			37+69		
C&G	2425	27.00					
C&G	2421/2431	150.00			30+120		
C&G	hywy 51 side	82.00			24+6+7+8+23+15		
7"	2405	100.00			apron		
7"	2233	100.00			apron		
7"	2225	100.00			apron		
7"	2217	100.00			apron		
7"	2201	100.00			apron		
7"	2101	396.00			apron		
7"	2025	350.00			apron		
7"	2001	25.00			apron		
7"	1919	540.00			apron		
INLET	ACROSS 1919	2.00			2-REBUILD		
INLET	2117	2.00			2- REBUILD		
INLET	ACROSS 2117	2.00			2-ADJ		
INLET	2201	2.00			2-REBUILD		
VC	VARIOUS	12.00			12		

2019 RESURFACING

PAGE 1 OF

VONDRON ROAD

LIMITS

BUCKEYE TO PFLAUM

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	1801	23.0					
C&G	5109	11.0					
C&G	1901	24.0					
C&G	1909	11.0					
C&G	1906	25.0					
C&G	1910	10.0					
C&G	1921	10.0					
C&G	1925	10.0					
C&G	1929	10.0					
C&G	1926	11.0					
C&G	1933	10					
C&G	2001	10					
C&G	2009/2015	140					
C&G	5118	31.00					
C&G	2025	10.00					
C&G	2026	10.00					
C&G	2030	20.00					
C&G	2031	10.00					
C&G	2039	41.00			31+10		
C&G	2102	10.00					
C&G	2109	31.00					
C&G	2298	11.00					
C&G	5110	10.00					
C&G	2297	25.00					
C&G	2198	40.00					
C&G	2220	52.00					
C&G	2222	20.00					
C&G	2495	94.00			6+20+40+6+22		
C&G	2312	40.00					
C&G	2318	51.00					
C&G	2330	10.00					
C&G	2430	10.00					
C&G	2499	11.00					

2019 RESURFACING

LIMITS _____

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	2801 AGRICU	78.0			54+18+6		
C&G	5114	6.0					
7"	5109	120.0			RAMP		
7"	5121	120.0			RAMP		
7"	1930	120.0			RAMP		
7"	1990	120.0			RAMP		
7"	5118	128.0			APRON		
7"	2009	200.0			APRON		
7"	2220	64.0			APRON		
7"	2222	275.0			APRON		
7"	2314	100			APRON		
7"	2318	100			APRON		
7"	2330	50			APRON		
7"	2801 AGRICU	240.00			APRON		
INLET	2198	2.00			ADJ		
INLET	2495	4.00			ADJ		
INLET	2495	1.00			REBUILD		
INLET	2499	1.00			ADJ		
INLET	2330	1.00			REBUILD		
MH	DOLORES/VONDRON	1.00			ADJ		
MH	2297	1.00			ADJ		
MH	2495	1.00			ADJ		
MH	2495	1.00			ADJ		
MH	5114	1.00			ADJ		
MH	5018	1.00			ADJ		
VC	1901	2.00					
VC	1930	1.00					
VC	2015	2.00					
VC	2031	2.00					
VC	2297	1.00					
VC	2222	2.00					
VC	2302	1.00					
VC	2402	3.00					

2019 RESURFACING

PAGE 1 OF

WALKER DRIVE

LIMITS

MILWAUKEE TO FLINT

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	2	20.0			10+10		
C&G	4801	30.0					
C&G	5	10.0					
C&G	18	7.0					
C&G	21	35.0					
C&G	25	45.0					
C&G	101	8.0					
C&G	109	14.0					
7"	2	80.0			RAMP		
7"	4801	80.0			RAMP		
7"	13	56			RAMP		
7"	14	56			RAMP		
7"	17	56			RAMP		
7"	18	64.00			RAMP		
7"	4710	64.00			RAMP		
7"	125	64.00			RAMP		
5"	4710	125.00			SW RAMP		
5"	125	125.00			SW RAMP		
5"	18	125.00			SW RAMP		
5"	17	125.00			SW RAMP		
5"	14	125.00			SW RAMP		
5"	13	100.00			SW RAMP		
INLET	4801	3.00			3-REBUILD		
INLET	2	1.00			ADJ		
MH	2	1.00			ADJ		
MH	6	1.00			ADJ		
MH	13	1.00			REPLACE		
MH	21	1.00			REPLACE		
MH	105	1.00			REPLACE		
VC	14	3.00					
VC	4801	1.00					
VC	125	1.00					
BIT	109/101/21	22 SY			3 APRONS		

2019 RESURFACING

YELLOWSTONE DRIVE

LIMITS

INNER TO EVERGLADE

UNDERLINED NUMBERS MACHINE CURB <100'

BOLD NUMBERS MACHINE CURB > 100'

REMAINING NUMBERS HAND CURB

ITEMS	LOCATION	ESTIMATED QUANTITY	DATE COMPLETED	FINAL MEASUREMENT	REMARKS	CASTINGS	
						NEW	USED
C&G	334	10.0					
C&G	337	6.0					
C&G	501 ISLE ROYAL	6.0					
C&G	501 SAN JUAN	27.0			6+21		
C&G	318	11.0					
C&G	402	45.0			24+21		
C&G	314	68.0			43+25		
C&G	310	35.0					
C&G	306	12.0					
C&G	302	11.0					
C&G	301	57			12+32+13		
C&G	214	11					
C&G	210	40			28+12		
C&G	209	52.00			10+42		
C&G	202	99.00			57+23+19		
C&G	206	35.00			24+11		
C&G	105	10.00					
C&G	102	135.00					
C&G	106	35.00			25+10		
C&G	41	31.00			21+10		
C&G	37	50.00			35+15		
C&G	SCHOOL	238.00			70+16+16+19+48+6+33+30		
C&G	29	41.00			26+15		
C&G	25	17.00			10+7		
C&G	POOL	175.00			35+140		
7"	314	160.00			APRON		
7"	301	160.00			APRON		
7"	214	100.00			APRON		
7"	301	80.00			RAMP		
7"	209	96.00			RAMP		
7"	210	48.00			RAMP		
7"	202 GLACIER	160.00			APRON		
7"	202 GLACIER	96.00			RAMP		



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

February 26, 2019

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8318

RESURFACING 2019 - CURB & GUTTER AND CASTINGS

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

PROPOSAL PAGE:

ADD:

BID ITEM 10912 - MOBILIZATION FOR STORM SEWER INSTALLATION
BID ITEM 90033 - RELOCATE WATER SERVICE LATERAL (UNDISTRIBUTED)

REVISE:

Bid Item 20221 - TOPSOIL: This item was listed twice in the proposal page. Revised proposal page has only one Topsoil bid item. Quantity was also revised.

Bid Item 20701 - TERRACE SEEDING: This item was listed twice in the proposal page. Revised proposal page has only one Terrace Seeding bid item.

Bid Item 20336 - PIPE PLUG: This item was listed twice in the proposal page. Revised proposal page has only one Pipe Plug bid item. Quantity was also revised.

Bid Item 21002 - EROSION CONTROL INSPECTION: Quantity was revised.

Bid Item 30302 - 7 INCH THICK CONCRETE SIDEWALK AND DRIVE: Quantity was revised

Bid Item 40381 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, MACHINE PLACED - RESURFACING: This item is deleted. All quantity was moved to Bid Item 40382.

Bid Item 40382 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING: Quantity was revised.

Bid Item 40392 - REMOVE AND REPLACE 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - RESURFACING: Quantity was revised.

Bid Item 90031 - RELOCATE WATER MAIN: Bid item was revised for water main only and quantity was revised.

Deputy City Engineer

Gregory T. Fries, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

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

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager
Bryan Cooper, Principal Architect

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

Some bid items were not in correct numerical order. Revised proposal page has bid items in correct numerical order. Please see Bid Express for revised bid item quantities.

SPECIAL PROVISIONS

ADD:

Add location of Survey Section Corners to walk sheets:
 4421 Milwaukee St
 5006 Milwaukee St
 Milwaukee St at E. End

REVISE:

SECTION 105.12 COOPERATION OF THE CONTRACTOR

Delete language pertaining to MG&E gas replacement and insert the following:

Gas main replacement is expected to be completed at each location prior to the contractor (contract 8318) starting work at that location.

Project	MGE Contact	Gas Replacement Summary
Seiferth/Tompkins/Progress/Advance	John Wichern	Replace Main on Thompkins. Replace main on Seiferth - half project length on Seiferth will be dual main, replace main on Progress between Tompkins and Advance.
Violet Cir/Violet Ln/Hamlet/Daffodil	Roger Ahles	Replace Main on Hamlet, Dual main between Daffodil and Violet Cir. Replace main on Violet Cir. Replace Main on Violet Ln – Plastic to be left in place, install dual main on Violet Ln from Daffodil to 700' west of Daffodil. Dual main on Daffodil between Hamlet and Violet Ln, replace main on Daffodil from Violet to Milwaukee.
Flint/Charleen/Lois/Walker/Ralph/Beehner	Roger Ahles	Replace Main along Walker, Dual main between Lois and Flint. Replace main on Charleen and Lois and Flint & install dual main on all 3. Replace gas on Meadowlark up to Beehner from Flint. Replace gas on Beehner and Ralph Cir.
Valley/Shady Wood/ Quiet	Holly Powell	Replace main on Valley Rd, Dual main from Retana to Quiet. Replace main on Shady Wood Way.
Quarterdeck/Masthead/Landfall/Keelson Dr.	Holly Powell	Replace Main on Masthead, Landfall, and keelson, Dual main on all. Replace main on Quarterdeck from Landfall to Inner. Replace main in intersection of Masthead with Nautilus.

Pflaum/Vondron	Roger Ahles	Install new main on Vondron from Buckeye to Camilla. Replace main on West side of Vondron from Camilla to Dolores. Add windows for storm crossings.
E. Oakbrook/W. Oakbrook/Oakbrook Cir/Crossbridge	Roger Ahles	Add windows for storm crossings where necessary
N. Yellowstone	Shaun Endres	Replace main and install dual main most of project.

REVISE:

SECTION 500 SEWERS AND SEWER STRUCTURES

STORM SEWER AND STRUCTURES GENERAL

The storm sewer designer for this project is Janet Schmidt. She may be contacted at (608) 261-9688 or jschmidt@cityofmadison.com.

Storm sewer pipe work shall include installing approximately 9,400 feet of new storm sewer of various sizes ranging from 12" – 30" Type I RCP Storm pipe at locations shown on the plan and in accordance with these specifications.

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

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

If there are structures where the pipe walls are to be poured into the structure roof or both the pipe walls and the structure casting are to be poured in the structure roof, the Contractor shall not be provided additional compensation for complying with the structure requirements detailed on the storm sewer chart and plans.

Precast structures are only allowed where field poured structures are not specifically called for, and no precast structures are allowed until ULOs are complete and until shop drawings are approved by the design engineer.

All castings required to complete the work shown on the plan set, shall be provided by the Contractor.

REVISE:

SECTION 502.1 UTILITY TRENCH PATCHES

The Contractor shall note that bid quantities for trench patching are percentages of the actual total quantity of trench patch. The use of either Type III or Type IV Trench Patches shall be left to the determination of the Construction Engineer and Inspectors and shall be predicated upon site conditions, traffic control and paving schedule. The Contractor shall be prepared to install either Type III or Type IV Utility Trench Patches at all project

locations.

REVISE:

BID ITEM 90031 –RELOCATE WATER MAIN

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of main to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping of various sizes, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the Madison Standards Specifications for Public Works Construction, current addition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work. Potential watermain conflicts were identified as follows:

- Nautilus Drive at Masthead – 6" cast iron with cement mortar lining circa 1963
- Hamlet Pl at Violet Ln – 6" ductile iron with cement mortar lining circa 1970

Other water conflicts may also exist that have not been identified and shall be paid for under this bid item.

METHOD OF MEASUREMENT

Relocate Water Main shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

Relocate Water Main shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

ADD:

BID ITEM 90033 –RELOCATE WATER SERVICE LATERAL

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water lateral services as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of main to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping of various sizes, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the

February 26, 2019

Page 5

Water Utility Construction Supervisor and shall conform to all relevant sections of the Madison Standards Specifications for Public Works Construction, current addition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

METHOD OF MEASUREMENT

Relocate Water Service Lateral shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

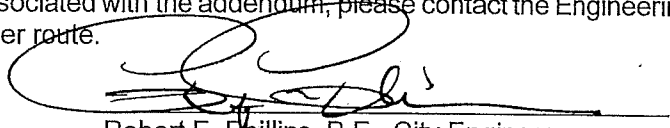
Relocate Water Service Lateral shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals 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.



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

RFP:enjst

SECTION E: BIDDERS ACKNOWLEDGEMENT

RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8318

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 _____ 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 Raymond P. Cattell 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 MADISON State of WISCONSIN; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

[Signature]

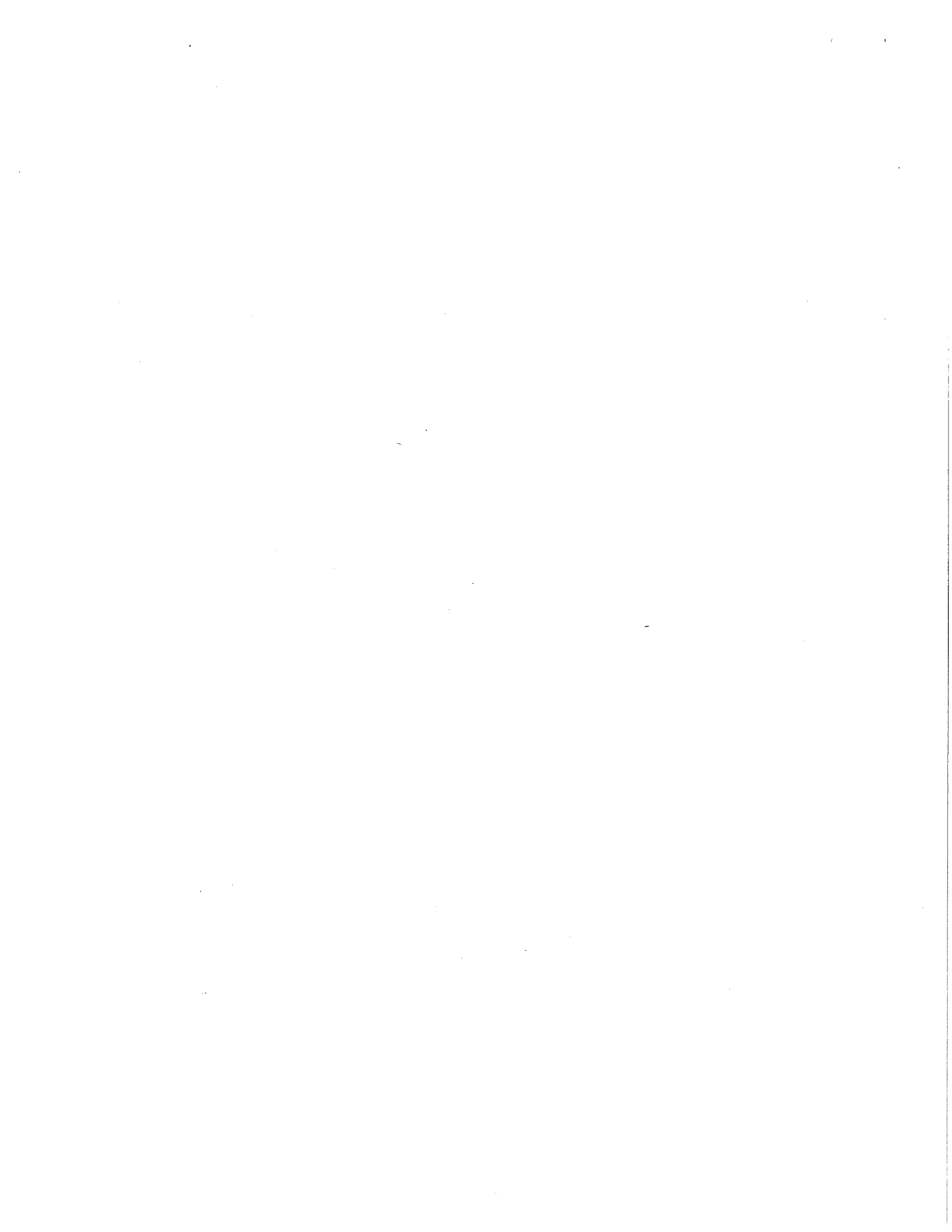
 SIGNATURE
Secretary

 TITLE, IF ANY

Sworn and subscribed to before me this
27th day of FEBRUARY, 2019

(Notary Public or other officer authorized to administer oaths)
 My Commission Expires: 3/26/22

Bidders shall make any conditions or qualifying statements to this Proposal.



Contract 8318 – Raymond P. Cattell, 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

RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8318

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

Company: Raymond P. Cattell Inc.

Address: 2401 Vandron Road, Madison, WI, 53718

Telephone Number: 608-222-3180 Fax Number: 608-222-2753

Contact Person/Title: Arthur Mackesey Secretary

Prime Bidder Certification

I, Arthur Mackesey, Secretary of

Raymond P. Cattell Inc. Company certify that the information

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.

[Signature]
Witness Signature

[Signature]
Bidder's Signature

2/27/19
Date

**RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8318**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
Asti Sawing LLC	Concrete Sawing	.15 %
Neil Schloep Trucking LLC	Trucking	2 %
JR's Construction & Landscaping	Landscaping	1.85 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		4 %

SBE Subcontractors Who Are Suppliers

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

Subtotal Contractors who are suppliers: _____ % x 0.6 = _____ % (discounted to 60%)

Total Percentage of SBE Utilization: 4 %

RESURFACING 2019 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8318

DATE: 2/28/19

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$50,000.00	\$50,000.00
10702.0 - TRAFFIC CONTROL FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$30,000.00	\$30,000.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	80.00	\$35.00	\$2,800.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	60.00	\$125.00	\$7,500.00
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	500.00	\$5.00	\$2,500.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$112,000.00	\$112,000.00
10912.0 - MOBILIZATION FOR STORM SEWER INSTALLATION - LUMP SUM	1.00	\$112,000.00	\$112,000.00
20101.0 - EXCAVATION CUT - CY	54.00	\$12.00	\$648.00
20205.0 - SELECT FILL - CY	50.00	\$10.00	\$500.00
20217.0 - CLEAR STONE - TON	875.00	\$10.00	\$8,750.00
20221.0 - TOPSOIL - SY	1227.00	\$4.00	\$4,908.00
20230.0 - HEAVY RIPRAP - TON	15.00	\$100.00	\$1,500.00
20233.0 - RIPRAP FILTER FABRIC, TYPE HR - SY	15.00	\$5.00	\$75.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	100.00	\$2.00	\$200.00
20313.0 - REMOVE INLET - EACH	6.00	\$300.00	\$1,800.00
20314.0 - REMOVE PIPE - LF	10.00	\$15.00	\$150.00
20321.0 - REMOVE CONCRETE PAVEMENT - SY	50.00	\$20.00	\$1,000.00
20322.0 - REMOVE CONCRETE CURB AND GUTTER - LF	100.00	\$4.00	\$400.00
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - SF	200.00	\$2.00	\$400.00
20336.0 - PIPE PLUG - EACH	2.00	\$450.00	\$900.00
20403.0 - CLEARING - SY	299.00	\$5.00	\$1,495.00
20407.0 - GRUBBING - SY	299.00	\$5.00	\$1,495.00
20701.0 - TERRACE SEEDING - SY	1227.00	\$2.00	\$2,454.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$300.00	\$1,500.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	20.00	\$50.00	\$1,000.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$2,500.00	\$2,500.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - L.F.	680.00	\$5.00	\$3,400.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH	80.00	\$30.00	\$2,400.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE - EACH	131.00	\$40.00	\$5,240.00
21063.0 - EROSION MATTING, CLASS 1, TYPE A - ORGANIC - SY	1227.00	\$3.00	\$3,681.00
30122.0 - EPOXY COATED BAR STEEL REINFORCING - 1/2" - LF	100.00	\$1.50	\$150.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - LF	100.00	\$20.00	\$2,000.00
30209.0 - SPECIAL WATERWAY - SF	400.00	\$12.50	\$5,000.00
30301.0 - 5 INCH THICK CONCRETE SIDEWALK - SF	200.00	\$5.50	\$1,100.00
30302.0 - 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - SF	300.00	\$6.50	\$1,950.00
30330.0 - PROFILE SAW CUT - LF	50.00	\$30.00	\$1,500.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - SF	920.00	\$8.00	\$7,360.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADE NO.2 OR NO.3 - TON	50.00	\$15.00	\$750.00
40251.0 - ASPHALT MATERIAL FOR CURB FRONT FILL - LF	2500.00	\$1.00	\$2,500.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING, RESURFACING - EACH	125.00	\$450.00	\$56,250.00
40363.0 - ADJUST CATCHBASIN CASTING, RESURFACING - EACH	1.00	\$600.00	\$600.00
40364.0 - ADJUST INLET CASTING, TYPE "H", RESURFACING - EACH	31.00	\$350.00	\$10,850.00

RESURFACING 2019 - CURB & GUTTER AND CASTINGS

CONTRACT NO. 8318

DATE: 2/28/19

Raymond P. Cattell, Inc.

Item	Quantity	Price	Extension
40365.0 - ADJUST INLET CASTING, "TUB" TYPE, RESURFACING - EACH	1.00	\$750.00	\$750.00
40366.0 - REBUILD INLET - RESURFACING - EACH	25.00	\$1,500.00	\$37,500.00
40367.0 - ADJUST VALVE CASTING, METHOD #1 - RESURFACING - EACH	269.00	\$300.00	\$80,700.00
40368.0 - ADJUST VALVE CASTING, METHOD #2 - RESURFACING - EACH	1.00	\$400.00	\$400.00
40369.0 - INSTALL ADJUSTABLE VALVE BOX RISER - EACH	5.00	\$50.00	\$250.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EACH	1.00	\$1,200.00	\$1,200.00
40382.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER, HAND PLACED - RESURFACING - LF	11892.00	\$43.50	\$517,302.00
40391.0 - REMOVE AND REPLACE 5 INCH THICK CONCRETE SIDEWALK - RESURFACING - SF	6040.00	\$9.70	\$58,588.00
40392.0 - REMOVE AND REPLACE 7 INCH THICK CONCRETE SIDEWALK AND DRIVE - RESURFACING - SF	18520.00	\$9.90	\$183,348.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	11672.00	\$1.00	\$11,672.00
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	8770.00	\$20.00	\$175,400.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	2065.00	\$8.00	\$16,520.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	4.00	\$50.00	\$200.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	3981.00	\$65.00	\$258,765.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	1617.00	\$65.00	\$105,105.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	2447.00	\$68.00	\$166,396.00
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	2204.00	\$70.00	\$154,280.00
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	431.00	\$78.00	\$33,618.00
50406.0 - 27 INCH TYPE I RCP STORM SEWER PIPE - L.F.	934.00	\$80.00	\$74,720.00
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	58.00	\$100.00	\$5,800.00
50461.0 - 12 INCH RCP AE - EACH	1.00	\$500.00	\$500.00
50464.0 - 21 INCH RCP AE - EACH	1.00	\$650.00	\$650.00
50466.0 - 27 INCH RCP AE - EACH	2.00	\$750.00	\$1,500.00
50601.0 - 12 INCH RCP AE GATE - EACH	1.00	\$750.00	\$750.00
50604.0 - 21 INCH RCP AE GATE - EACH	1.00	\$850.00	\$850.00
50606.0 - 27 INCH RCP AE GATE - EACH	2.00	\$1,200.00	\$2,400.00
50723.0 - 3'X3' STORM SAS - EACH	47.00	\$3,500.00	\$164,500.00
50724.0 - 4'X4' STORM SAS - EACH	20.00	\$4,250.00	\$85,000.00
50741.0 - TYPE H INLET - EACH	103.00	\$2,000.00	\$206,000.00
50767.0 - TERRACE INLET TYPE 2 - EACH	3.00	\$5,500.00	\$16,500.00
50792.0 - STORM SEWER TAP - EACH	11.00	\$1,200.00	\$13,200.00
50793.0 - PRIVATE STORM SEWER CONNECT, TYPE 1 (UNDISTRIBUTED) - EACH	2.00	\$1,000.00	\$2,000.00
50801.0 - UTILITY LINE OPENING - EACH	45.00	\$675.00	\$30,375.00
50802.0 - CONCRETE SUPPORTS - EACH	2.00	\$1,000.00	\$2,000.00
90000.0 - EXCAVATION, LOADING AND HAULING OF CONTAMINATED SOIL - TON	25.00	\$30.00	\$750.00
90001.0 - BUS PAD - SF	1500.00	\$19.50	\$29,250.00
90030.0 - REBUILD TRAFFIC MEDIAN - LUMP SUM	1.00	\$5,000.00	\$5,000.00
90031.0 - RELOCATE WATER MAIN - EACH	2.00	\$5,000.00	\$10,000.00
90032.0 - COLORED AND TEXTURED CONCRETE 5-INCH - SF	150.00	\$12.50	\$1,875.00
90033.0 - RELOCATE WATER SERVICE LATERAL (UNDISTRIBUTED) - EACH	3.00	\$1,500.00	\$4,500.00
82 Items	Totals		\$2,913,320.00



Department of Public Works

Engineering Division

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

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

Assistant City Engineer

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

Principal Engineer 2

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

Principal Engineer 1

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

Raymond P. Cattell, Inc.

(a corporation of the State of Wisconsin)
 (individual), (partnership), (hereinafter referred to as the "Principal") and
 The Ohio Casualty Insurance Company

a corporation of the State of New Hampshire (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 February 1, 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

Raymond P. Cattell
COMPANY NAME AFFIX SEAL

February 1, 2018
DATE

By: *Raymond P. Cattell*
SIGNATURE AND TITLE

SURETY

The Ohio Casualty Insurance Company
COMPANY NAME AFFIX SEAL

February 1, 2018
DATE

By: *Michael* Attorney-In-Fact
SIGNATURE AND TITLE

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 14840439 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.

February 1, 2018
DATE

Michael
AGENT SIGNATURE

828 John Nolen Drive
ADDRESS

Madison, WI 53713
CITY, STATE AND ZIP CODE

608-288-2893
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.

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO) February 1, 2018 - February 1, 2020
NAME OF SURETY The Ohio Casualty Insurance Company
NAME OF CONTRACTOR Raymond P. Cattell, Inc.
CERTIFICATE HOLDER City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

February 1, 2018
DATE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7989373

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael J. Moore; Travis Schreiber; Richard F. Kekula; Kim E. Schwenn; Trisha Stark; Michael R. Zahn; Julie Zimmerman

all of the city of Madison, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2018



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of January, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 1st day of February, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION H: AGREEMENT

THIS AGREEMENT made this 20 day of March in the year Two Thousand and Nineteen between RAYMOND P. CATTELL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

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

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

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

RESURFACING 2019 - CURB & GUTTER AND CASTINGS CONTRACT NO. 8318

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of TWO MILLION NINE HUNDRED THIRTEEN THOUSAND THREE HUNDRED TWENTY AND NO/100 (\$2,913,320.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

c. Exemptions: This section shall not apply when:

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

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

**RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8318**

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

Countersigned:

RAYMOND P. CATTELL, INC.

Company Name

<u>[Signature]</u>	<u>3-20-2019</u>	<u>[Signature]</u>	<u>3-20-2019</u>
Witness	Date	President	Date
<u>[Signature]</u>	<u>3-20-2019</u>	<u>[Signature]</u> TREASURER	<u>3-20-2019</u>
Witness	Date	Secretary	Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u>	<u>4-1-19</u>	<u>[Signature]</u>	<u>4-01-19</u>
Finance Director	Date	City Attorney	Date
<u>[Signature]</u>	<u>4-1-19</u>	<u>[Signature]</u>	<u>4-01-19</u>
Witness	Date	Mayor	Date
<u>[Signature]</u>	<u>3/27/19</u>	<u>[Signature]</u>	<u>3-27-19</u>
Witness	Date	City Clerk	Date

9.10.1

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RAYMOND P. CATTELL, INC. as principal, and The Ohio Casualty Insurance Company Company of New Hampshire as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION NINE HUNDRED THIRTEEN THOUSAND THREE HUNDRED TWENTY AND NO/100 (\$2,913,320.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**RESURFACING 2019 - CURB & GUTTER AND CASTINGS
CONTRACT NO. 8318**

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

Signed and sealed this 20th day of March, 2019

Countersigned:

RAYMOND P. CATTELL, INC.

Company Name (Principal)

[Signature]
Witness
[Signature]
Secretary

[Signature]
President Seal

Approved as to form:

The Ohio Casualty Insurance Company

Surety Seal

Salary Employee Commission

[Signature]
City Attorney

By [Signature]
Attorney-in-Fact Travis Schreiber

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 17134535 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

March 20, 2019
Date

[Signature]
Agent Signature Travis Schreiber





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LOCK

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200493-969037

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard F. Kekula, Michael J. Moore, Travis Schreiber, Kim E. Schwenn, Trisha Stark, Julie Zimmerman

all of the city of Madison state of Wisconsin each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

