

Contract Routing Form

ROUTING: Routine

printed on: 01/21/2021

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

Project: Dunning St, Jackson St, and Lafollette Ave Reconstruction Assessment District - 2020

Contract No.: 8503 File No.: 63365
 Enactment No.: RES-21-00020 Enactment Date: 01/11/2021
 Dollar Amount: 3,027,811.65

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1-22-2021	1-22-2021
Director of Civil Rights	1/25/2021	1/25/2021 MG
Risk Manager	1/25/2021	1/25/2021 RESU
Finance Director	1/25/2021	1/28/2021
City Attorney	1/28/2021	2/1/2021
Mayor	2/1/2021	2/2/2021

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

Original + 2 Copies

01/21/2021 13:31:28 enjls - Fadi El Musa Gonzalez, 243-5214

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



Legislation Details (With Text)

File #: 63365 **Version:** 1 **Name:** Awarding Public Works Contract No. 8503, Dunning Street, Jackson Street and Lafollette Avenue Reconstruction Assessment District - 2020

Type: Resolution **Status:** Passed

File created: 12/9/2020 **In control:** Engineering Division

On agenda: 1/5/2021 **Final action:** 1/5/2021

Enactment date: 1/11/2021 **Enactment #:** RES-21-00020

Title: Awarding Public Works Contract No. 8503, Dunning Street, Jackson Street and Lafollette Avenue Reconstruction Assessment District - 2020. (6th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8503 BidOpeningTab.pdf, 2. 8503 contract.pdf

Date	Ver.	Action By	Action	Result
1/5/2021	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
12/16/2020	1	BOARD OF PUBLIC WORKS		
12/9/2020	1	Engineering Division	Refer	

The proposed resolution authorizes awarding the contract for Dunning Street, Jackson Street and Lafollette Avenue Reconstruction Assessment District - 2020 at a total of \$3,027,811.65. Sufficient budget authority for the proposed contract is included in Munis accounts 11190-402-170, 11190-402-174, 11190-402-176, 11190-84-174, and 11190-83-173. No additional appropriation is required.

Awarding Public Works Contract No. 8503, Dunning Street, Jackson Street and Lafollette Avenue Reconstruction Assessment District - 2020. (6th AD)

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. 8503) for itemization of bids.

EN- Steve Danner-Rivers

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8503
DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION
ASSESSMENT DISTRICT - 2020

R. G. HUSTON CO., INC.

\$3,027,811.65

Acct. No. 11190-402-170: 54410 (91350)	\$1,253,937.64
Contingency 8%±	<u>100,312.36</u>
Sub-Total	\$1,354,250.00
Acct. No. 11190-402-174: 54445 (91345)	\$ 135,044.40
Contingency 8%±	<u>10,805.60</u>
Sub-Total	\$ 145,850.00
Acct. No. 11190-84-174: 54445 (91345)	\$ 510,837.58
Contingency 8%±	<u>40,862.42</u>
Sub-Total	\$ 551,700.00
Acct. No. 11190-83-173: 54445 (91345)	\$1,102,277.38
Contingency 8%±	<u>88,182.62</u>
Sub-Total	\$1,190,460.00
Acct. No. 11190-402-176: 54430 (96882)	\$ 25,714.65
Contingency 8%±	<u>2,055.35</u>
Sub-Total	\$ 27,770.00
GRAND TOTAL	<u>\$3,270,030.00</u>



Wisconsin
State Based Systems

Demographics

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

Address

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

Phone, Email, Website

Phone	Email	Website						
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Fax Phone</td> <td>(844) 816-9447</td> </tr> <tr> <td>Business Primary Phone</td> <td>(860) 277-0111</td> </tr> </tbody> </table>	Type	Number	Fax Phone	(844) 816-9447	Business Primary Phone	(860) 277-0111	No results found.	No results found.
Type	Number							
Fax Phone	(844) 816-9447							
Business Primary Phone	(860) 277-0111							

Company Type

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

Appointments

Show entries Showing 1 to 2 of 4619 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	01/15/2020	03/15/2021
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	01/15/2020	03/15/2021

Line Of Business

Show entries Showing 1 to 10 of 11 entries

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

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address

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

Company Merger

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

Companies Absorbed

Name Change History

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

\$3,027,811.65
ORIGINAL

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

2021

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8503

MUNIS NO. 11190

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JANUARY 5, 2021

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8503**

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This Proposal, and Agreement have
been prepared by:

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

Robert F. Phillips

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

RFP: fel

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:	DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8503
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	NOVEMBER 12, 2020
BID SUBMISSION (2:00 P.M.)	NOVEMBER 19, 2020
BID OPEN (2:30 P.M.)	NOVEMBER 19, 2020
PUBLISHED IN WSJ	NOVEMBER 5 & 12, 2020

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtortesmeza@cityofmadison.com.

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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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

DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8503

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, excavation cut, clearing, grubbing, replacement of sanitary sewer, storm sewer, sidewalk, driveway aprons, curb and gutter, base course, pavement and pavement markings, and terrace restoration with topsoil, seed and matting.

The project limits for the work are Dunning Street from Atwood Avenue to the railroad, Jackson Street from St. Paul Avenue to the railroad, Lafollette Avenue from Division Street to Ohio Avenue and the intersection of Atwood Avenue and Dunning Street.

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

SECTION 104.4 **INCREASED OR DECREASED QUANTITIES**

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It is anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements.

SECTION 104.10 **CLEANING UP**

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb and gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into Sewer Access Structures and Storm Sewer Inlets shall be removed immediately.

SECTION 105.12 **COOPERATION BY THE CONTRACTOR**

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within the contract duration.

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

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

Work under this contract will require coordination with private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and allow working areas for installation of new facilities or for relocation work.

The Contractor shall contact MG&E electric when working in close proximity to power poles so that poles can be supported if required.

MG&E gas is planning to relocate their utilities in conflict with the proposed storm sewer with the possibility of replacing all their utilities within the project limits with dual main. The Contractor shall coordinate the work with MG&E.

Potential conflicts installing proposed storm sewer have been identified at the following locations:

- P-103 with gas main - STA 106+09, LT- 12'
- P-103B with gas main - STA 106+09, RT- 30'
- P-103B with fiber (TDS) – STA 106+18, RT- 25'
- P-103B with gas main - STA 106+23, RT- 22'
- P-102C with gas main - STA 108+54, RT 16'
- P-102C with fiber (TDS) – STA 108+65, RT- 27'
- P-102 with gas services to 2310 Lafollette, and 130 Ohio.
- P-101 with gas main - STA 109+02, LT 9'
- P-300 with fiber - STA 199+98, RT 6'
- P-301 with gas main - STA 200+21, LT 20'
- P-307 with gas main – STA 200+21, LT 7'
- P-303, P-304, P-305, and P-306 with gas services on Dunning Street from Atwood to 149 Dunning St.
- P-203 with electric (MG&E) – STA 304+28, RT 8'
- P-207A with gas main - STA 305+14, LT 22'
- P-208 with gas main - STA 305+15, RT 32'
- P-208 with gas main - STA 305+25, RT 23'
- P-209 with gas main and services on Jackson Street from Bashford to 173 Jackson.
- P-202 and P-203 with gas services on Jackson Street from St. Paul to Bashford.
- P-209 with power pole – STA 306+20, RT- 16'

Contacts for private utilities are:

Roger Ahles (MG&E Gas) 608-252-5682, rahles@mge.com

Mark Bohm (MG&E Electric) 608-252-4730, mbohm@mge.com

Carol Anason (AT&T) 608-252-2385, 608-622-2079, ca2624@att.com

Heather Crosby (Charter Communications), 608-381-6014, heather.crosby@charter.com

Jerry Myers (TDS) 608-664-4404, jerry.myers@tdstelecom.com

The contractor shall contact Madison Water Utility Construction Inspector Jeff Belshaw (608-206-3856) two days prior to any work on the water system.

The City is aware of residents from the following properties requesting accommodation for special needs or disabilities:

- 165 Jackson Street.

Other residents in addition to the one listed above may require accommodation during the project. Access shall be maintained to these properties at all times.

Parking is very limited in this neighborhood and the City wishes to minimize parking inconvenience for neighbors. The City expects multiple mobilizations for concrete and asphalt crews to minimize the length of time residents are restricted from using their driveways, and to minimize inconvenience to the residents. The contractor must have at least 50% of the driveways on the project open to owners/residents at any given time, unless alternate arrangements to alleviate parking issues are agreed upon by the Engineer.

Notify City Traffic Engineering, Troy Vant (608-395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions.

City Traffic Engineering crews will be installing traffic signal loops in the base course and before final paving at the following location:

- Dunning St, north leg of intersection with Atwood Ave.

The contractor shall coordinate installation of any loop detectors and conduit with Traffic Engineering. The Contractor shall notify City Traffic Engineering Electrical Section (Tom Bodenstein, 266-4767), 48 hours 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 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

Two way traffic shall be maintained on Atwood Ave at all times. One lane of traffic with a minimum width of twelve (12) feet of pavement shall be maintained in each direction on Atwood Ave at all times. Work on Atwood Ave shall last no longer than 30 calendar days.

Dunning St, Jackson St, and Lafollette Ave may be closed at the project limits to through traffic for the duration of the project.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Double yellow reflective pavement marking tape shall be used whenever tubular markers are being used to separate travel lanes. Yellow four (4) inch reflective pavement marking tape shall be used whenever tubular markers are used to separate a travel lane from a work zone.

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

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

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

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

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

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

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

Maintain sidewalk on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

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

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

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Contact Jeremy Nash, City of Madison Traffic Engineering, at 608-616-9098 or jnash@cityofmadison.com for questions on this spec.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall notify the City of Madison Police Department, Fire Department, and Traffic Engineering 48 hours in advance of all closure of streets.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the Construction Engineer, that permanent signing is in place and temporary traffic control may be removed. The Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 107.12 RAILROAD - HIGHWAY GRADE SEPARATIONS AND APPROACHES, NEW RAILROAD CROSSINGS, AND OPERATION ON RAILROAD RIGHT- OF WAY

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR), at (608) 243-9129 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

It shall be the responsibility of the Contractor to compensate the Railroad for the flag person requirements. Prior to any work within twenty-five feet (25') of the Railroad Tracks, the Contractor shall provide to WSOR an estimate of the time required to perform the necessary work within twenty-five feet (25') of the Railroad Tracks and the Contractor shall pre-pay WSOR an estimated cost for compensation for a flag person based on the estimated time required to perform all work within twenty-five feet (25') of the tracks and the current hourly rate of compensation charged by WSOR for a flag person. In the event that the pre-paid amount for flag person compensation exceeds the actual cost required for the compensation of the flag person, any excess pre-paid amount will be refunded to the Contractor. In the event that actual cost for compensation of the flag person exceeds the pre-paid estimate, the Contractor

shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks. Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 108.2 PERMITS

The City of Madison will obtain a City of Madison Erosion Control Permit, has submitted a DNR Notice of Intent (NOI) to obtain coverage under a Construction Site General permit, and has submitted a DNR Sanitary Sewer Submittal.

The City will apply for the railroad permit from WISDOT and WSOR. Contractor shall be responsible for adhering to the conditions of the permit.

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control measures shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. This work will be paid for under the appropriate contract bid items or, if appropriate items are not included in the contract, shall be paid for as Extra Work. A copy of the permit is available at the City of Madison, Engineering Division office. The Contractor shall follow all MMSD permit requirements. The Contractor shall contact Ray Schneider (608) 347-3628 or rays@madsewer.org for permitting.

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. This includes the Contractor being responsible for applying for, obtaining, and paying the fee of MMSD Sewer Connection Permit.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or after **April 5, 2021**. The completion date shall be **September 17, 2021**.

The Contractor is made aware that the start work date listed above may be delayed due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the Engineer.

The Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

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

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. Monday – Saturday unless approved by the Engineer in writing. No work shall be allowed on holidays unless approved by the Engineer.

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition and as modified herein.

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

SECTION 210.1(c) STREET SWEEPING

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

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT

It is anticipated that the existing concrete pavement will have wire mesh inside of it. The wire mesh removal shall be considered incidental to Bid Item 20321, Remove Concrete Pavement, and no separate payment shall be made to the Contractor.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 21110 – TERRACE RAIN GARDEN

All work under this item shall be in accordance with Article 211 of the City of Madison Standard Specifications for Public Works Construction latest edition and Standard Detail Drawing 2.09.

The Terrace Rain Garden designer is Carissa Wegner. She may be contacted at (608) 261-9822 or cwegner@cityofmadison.com. The Contractor shall contact Carissa after installation of any Terrace Rain Garden for inspection prior to acceptance.

The City is aware of residents from the following property requesting a Terrace Rain Garden:

- 2210 Lafollette Avenue

ARTICLE 500**SEWER AND SEWER STRUCTURES GENERAL**

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

SANITARY SEWER GENERAL

This project shall include installing approximately 2,191 feet of new 8" PVC SDR-35/26 sewer main, 892 feet of new 8" sanitary sewer pressure pipe, and 3,298 feet of new sanitary lateral.

ASTM D3034 SDR-35 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material.

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction latest edition. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

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

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 2,764 feet of new storm sewer of various sizes ranging from 12" to 30" diameter.

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

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

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

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

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 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 latest edition. 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.

This contract includes 5 additional undistributed ULOs to be performed at the direction of the Engineer.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Ed Smith at 266-9034) twenty four (24) hours prior to picking up any materials.

ITEM	Quantity
3/4"x19" Anchor Bolts for G Bases	3 sets of 4

BID ITEM 90000 – MAINTAIN DRIVEWAY ACCESS

DESCRIPTION

Maintain Driveway Access shall consist of all work, materials and incidentals necessary to maintain access to the driveways of properties identified on the plans, as identified in the special provisions, or as directed by the Engineer. The Contractor shall maintain access at the identified locations at all times and for the duration of the project. This work may involve constructing temporary accesses using materials approved by the Engineer, using steel plates, limiting the size of the work areas around and within the driveways, or using high early strength concrete. Maintaining access may also involve performing work outside of scheduled work hours or outside of the Contractor's planned phasing of the project, if approved or directed by the Engineer.

If constructing a temporary access, the Contractor shall ensure that proper drainage is maintained while the temporary access is in use, which includes grading of the temporary access and installation of temporary culverts or piping, as necessary. This item also includes removal of any temporary materials along with any necessary restoration of the area disturbed by the temporary access.

METHOD OF MEASUREMENT

Maintain Driveway Access will be measured by Each location acceptably installed.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid for at the contract unit price for all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90001 - HIGH FRICTION COLORED PAVEMENT MARKING, MMA-GREEN

DESCRIPTION

This work consists of furnishing and applying a high friction colored pavement marking in accordance with manufacturer's specifications and in conformity with the lines and details shown on the plans. The system shall consist of a Methyl Methacrylate resin system colorized with pigment to produce the specified color and mixed with anti-skid aggregate used for pavement markings (MMA).

The manufacturer's technical representative shall be on-site to direct contractor personnel prior to or during preparation and application of the MMA or the contractor shall provide documentation from manufacturer's representative endorsing contractor as qualified to install the material.

MATERIALS

General: Use a Methyl Methacrylate based resin system capable of retaining an incorporated aggregate and withstanding vehicular traffic conditions. Color pigmented resins shall comply with FHWA color guidelines.

GREEN colored resins shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

Resin: The Methyl Methacrylate based resin system shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	55	ASTM D 2240
Cure Rate, minutes, maximum	30	at 70°F
Water Absorption @ 24 hours, maximum	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed bauxite, phonolite, or silica. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Hardness, minimum	7	Mohs Scale

Resin + Aggregate:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Skid Resistance, minimum	60	ASTM E303

CONSTRUCTION METHODS

General: Apply MMA pavement surfacing system in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer.

Application: For applications on new pavements, install MMA a minimum of 20 days after the placement of the underlying and adjacent pavement.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace MMA that ravel, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is NOT installed to specification or to the satisfaction of the Engineer. Non conforming MMA material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 1 year from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.

With the exception of structural cracking or excessive movement of the surface beneath the two-part modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

High Friction Colored Pavement Marking, MMA-Green will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

High Friction Colored Pavement Marking, MMA-Green will be paid at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified in the description, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

BID ITEM 90002 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90003 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 – 3'X6' STORM SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as "3X6 SAS" on storm sewer schedule.

Structure shall have two castings, one R-3067-7004-VB placed in line with curb and one R-1550-0054 centered over offset pipe.

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

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

METHOD OF MEASUREMENT

Structure shall be measured as each completed unit. The contract price shall include furnishing all materials necessary to perform the work, including castings, unless specified to include a salvaged casting; excavation; installation and removal of sheeting and bracing; disposal of surplus material from the excavation; backfilling the excavation and compaction of the backfill material; preparation of the foundation; construction of the structure, including connections; cleaning out the structure; restoring the site; and all other work incidental to the installation of 3'X6' Storm SAS.

BASIS OF PAYMENT

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

BID ITEM 90031 – RECONSTRUCT CATCH BASIN TO SAS CASTING

DESCRIPTION

Work under this item shall include removing the roof and any adjustment from an existing CATCH BASIN, lowering the walls up to 12 inches, constructing a new roof, to accommodate two (2) standard R-1550-0054 City of Madison SAS castings (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction latest edition. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

METHOD OF MEASUREMENT

RECONSTRUCT CATCH BASIN TO SAS CASTING shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

RECONSTRUCT CATCH BASIN TO SAS CASTING shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90032 –RELOCATE WATER LATERAL SERVICE

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 pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size and material, 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 City of Madison Standards Specifications for Public Works Construction Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact Jeff Belshaw (jbelshaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

METHOD OF MEASUREMENT

RELOCATE WATER LATERAL SERVICE shall be measured per each specific instance as identified in the field.

BASIS OF PAYMENT

RELOCATE WATER LATERAL SERVICE 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 90033 –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 pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size, 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 City of Madison Standards Specifications for Public Works Construction Latest Edition. This work shall include all labor, materials, excavation and disposal of materials and all incidentals necessary to perform the work.

Contact Jeff Belshaw (jbelslaw@madisonwater.org, (608) 261-9835) for coordination if water service relocation may be necessary.

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.

BID ITEM 90034 – STORMWATER TERRACE

DESCRIPTION

STORMWATER TERRACE is a shallow depression in the terrace that aids in the uptake and infiltration of stormwater. This is effectively an inversion of our standard terrace grading treatment. Unlike a terrace rain garden, water is not specifically routed to a Stormwater Terrace. Water that lands on, or snow that is placed in the Stormwater Terrace will infiltrate through the depression rather than running off into the stormwater system. Work under this item shall include all labor and materials necessary to regrade the terrace to the standard 15' x 5' by 4" deep and constructed to match the detail drawing included in this plan set. Grading for Stormwater Terrace shall be begin a minimum of 6' in from driveway aprons or curb cuts, and 1' from back of curb and front of sidewalk.

The City reserves the right to add or remove stormwater terraces from the contract. The Contractor shall not be compensated in any matter for the removal or addition of stormwater terraces from the contract.

The Contractor shall contact Carissa Wegner from the City of Madison Engineering Division, after installation of any Stormwater Terrace for inspection prior to acceptance. Carissa may be contacted at (608) 261-9822 or cwegner@cityofmadison.com

CONSTRUCTION METHODS

Construction shall include all excavation, removal, and disposal of material as a result of the grading, at an offsite location provided by the Contractor. Standard excavation shall be done to match the cross section included in this plan set. Maximum slopes shall be 4(H):1(V). The Contractor is made aware that due to the shallowness of the Stormwater Terrace and the need to prevent soil compaction to aid with infiltration, excavation with skid steer equipment shall be allowed but the bottom of the depression area shall be rototilled to a disturbance depth of 3" below the finish grade prior to seeding. The Stormwater Terrace shall be matted with Urban Type A Erosion Matting and shall be placed across entire terrace including into the Stormwater Terrace. Topsoil and matting shall be paid under the appropriate items. The Stormwater Terrace shall be planted by others after construction is complete.

MEASUREMENT:

Stormwater Terrace shall be measured as Each (EA) acceptably completed.

BASIS OF PAYMENT:

Stormwater Terrace shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, storage and incidentals required to complete the work as set forth in the description above.

BID ITEM 90040 – 6’ DIA SANITARY SAS

DESCRIPTION

This item includes all necessary work, materials, excavation, preparation, sawcut and removal of existing pipe, doweling, curing, and incidentals necessary to construct structures called out as 6 foot diameter sanitary SAS.

Structure shall be constructed in accordance with MMSD standard drawing SD-103. The structure shall be watertight with the void between the structure and existing pipe shall be filled with a continuous waterstop strip around pipe and non-shrink grout. The watertight strip shall be Adeka p201 or Sikaswell S2 and shall be installed per manufacturer instruction. Structure should include MMSD logo lid.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90041 – HEAVY WASTEWATER CONTROL

DESCRIPTION

Work under this bid item shall include wastewater control (bypass pumping of the sewer being replaced). Work shall be completed in accordance with Article 503.3 of the City of Madison Standard Specifications for Public Works Construction Latest Edition. This item is intended to be used to control waste water flows when connecting to MMSD sewer main with new 6 foot structure.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90050 - INSTALL AND MAINTAIN SUPPORT STRUCTURES

DESCRIPTION

This special provision describes furnishing, installing, maintaining, relocating and removing wood poles, guy wires, required to maintain 100% of the temporary traffic signal system. Work for temporary wood poles and guy wires shall be according to Wisconsin DOT Standard Spec 661.

MATERIALS

Furnish and install Type 4 wood poles, 35' long.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed structures within the construction limits for the duration of the project. Maintenance includes but is not limited to replacement of knocked down poles and relocation of poles in conflict with construction.

The Contractor shall maintain the temporary support structures throughout the construction project until new signals are installed and operational.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the support structures.

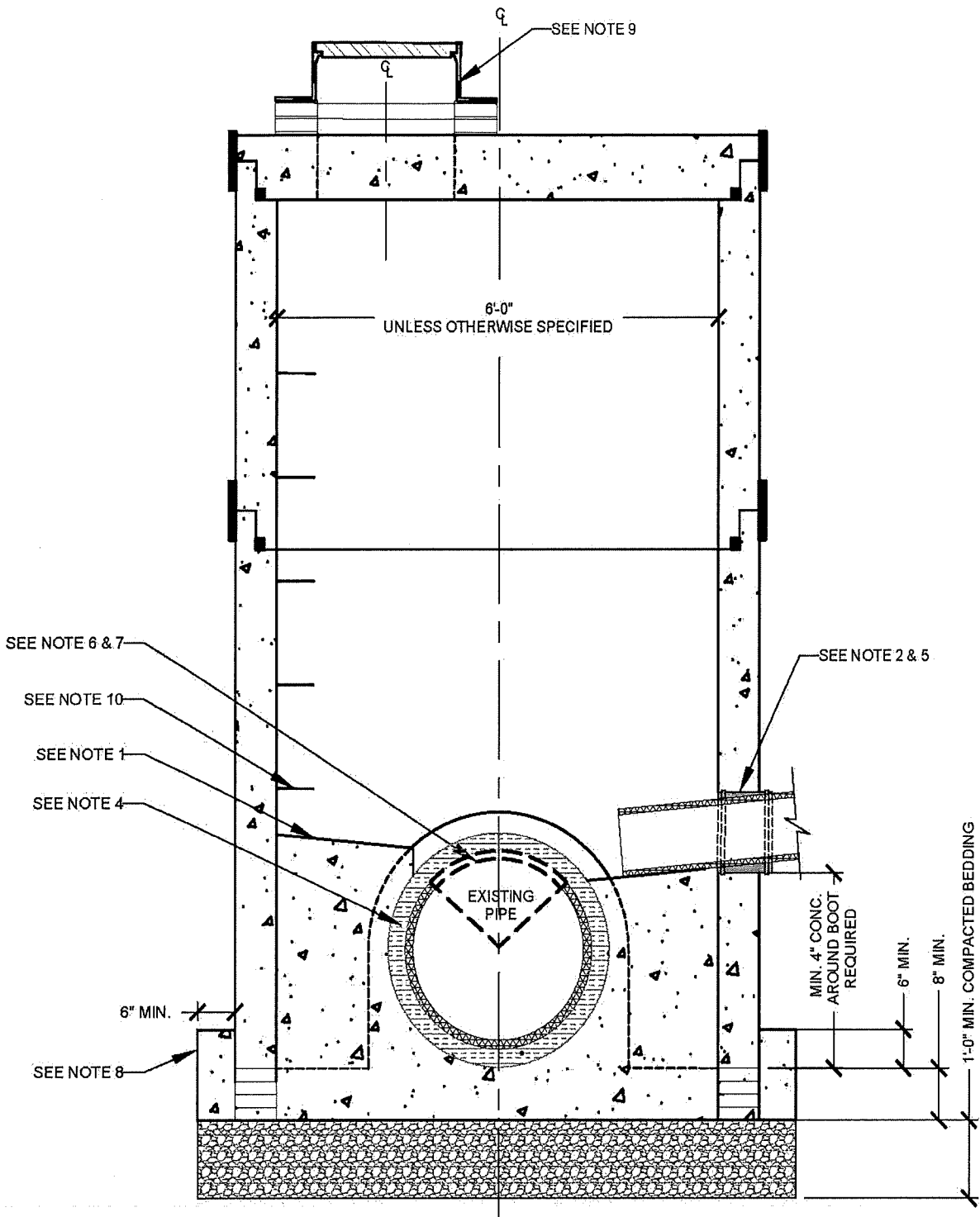
METHOD OF MEASUREMENT

Install and Maintain Support Structures will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Install and Maintain Support Structures will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, including any required relocation of poles in conflict with construction, guy wires, replacement of knockdowns, and for furnishing and installing splice connectors if needed.

FILE: \\drwgrp\resrc\Standard Drawings\SD-103 Doghouse Manhole.dwg USER: rchshlf DATE: Mar 27 2020 TIME: 02:55 am



NOTES:

1. MANHOLE & BENCH SHALL BE PER SHEET SD-201.
2. A DROP CONNECTION IS REQUIRED IF THE INVERT ELEVATION OF THE ENTERING SEWER IS 2' OR MORE ABOVE THE SPRING LINE OF THE OUTGOING SEWER. SEE SHEET SD-104 FOR INSIDE DROP AND SHEET SD-105 FOR OUTSIDE DROP CONNECTIONS.
3. MANHOLE MUST BE INSPECTED AND APPROVED BY MMSD REPRESENTATIVE. CALL 608-222-1201 THREE DAYS PRIOR TO MANHOLE INSTALLATION.
4. "DOGHOUSE" OPENING SHALL BE WATERTIGHT WITH VOID BETWEEN MANHOLE AND EXISTING PIPE FILLED WITH NON-SHRINK GROUT. INSTALL CONTINUOUS WATERSTOP STRIP AROUND THE PIPE AND AROUND THE DOGHOUSE OPENING AT THE CENTER OF THE WALL PRIOR TO GROUTING.
5. WATERTIGHT RESILIENT CONNECTOR REQUIRED.
6. REMOVE PORTION OF EXISTING PIPE FROM INTERIOR OF MANHOLE AFTER BENCH IS POURED. USE MEANS NECESSARY TO ASSURE DEBRIS DOES NOT ENTER SEWER.
7. SAWCUT AND REMOVE TOP OF EXISTING PIPE FROM BENCH TO BENCH FOR A LENGTH OF 3 FEET, UNLESS OTHERWISE DIRECTED BY MADISON METROPOLITAN SEWERAGE DISTRICT.
8. CONCRETE BASE MUST BE POURED IN-PLACE & VIBRATED. SUPPORT STRUCTURE AS NECESSARY DURING INSTALL. REINFORCE PER ASTM C-478.
9. CHIMNEY, FRAME, & COVER PER SHEET SD-201.
10. CHIMNEY AND STEPS SHALL BE PLACED TO AVOID CONFLICT WITH CONNECTIONS.



Madison Metropolitan Sewerage District

DRAWING TITLE:
STANDARD DOGHOUSE MANHOLE

REV	DATE	DSGN	DRWN	CHK	APPV
1	03/27/2020	ALL	R/JF	BAB	TG & JH

DRAWING NUMBER:
SD-103

NOTES

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

RELATIVE PERCENTAGE TERMS

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

TEST RESULTS LEGEND

q_p = Penetrometer reading, $\frac{10^3}{ft^2}$

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

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

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

N-VALUE LEGEND

DS = Drove Stone
 WH = Weight of hammer and sampling rods.

REMARKS LEGEND

NR = No Recovery

SAMPLER TYPE LEGEND



Grab sample



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



Soils & Engineering Services, Inc.

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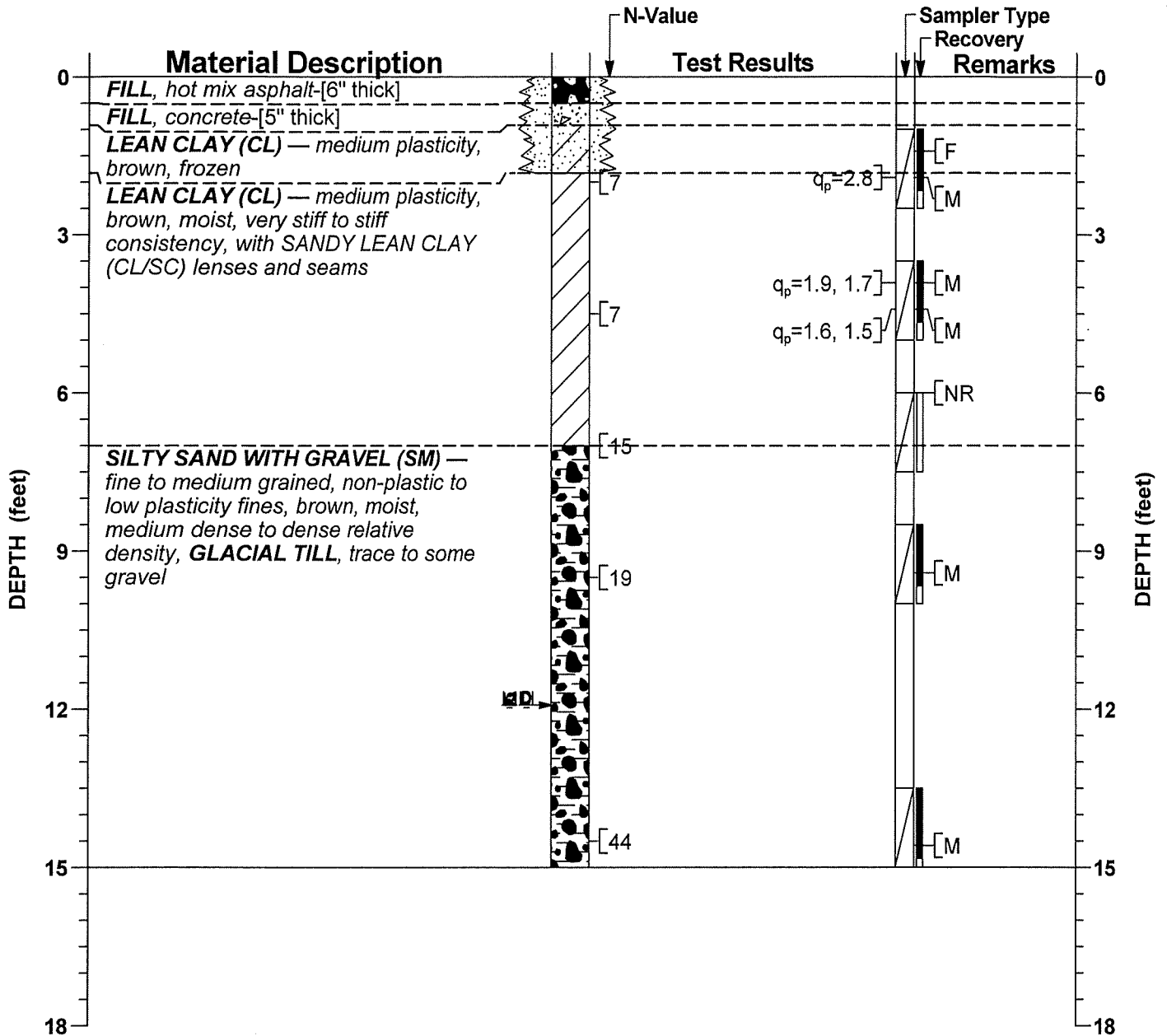
NOTES AND LEGEND RECORD
 Lafollette Ave, Dunning Street, & Jackson Street
 City of Madison, Dane County, Wisconsin

13300.34

General Location: **On LaFollette Avenue at 17 feet east of 2206/2210 property line, 9.5 feet south of back of north curb**

Boring 1

LATITUDE: ---	LONGITUDE: ---	COUNTY: Dane	SECTION: 6	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: ---	EASTING: ---	TOWNSHIP: (Bloomington) 7 N	¼: SE	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 15'-0"
STATION: ---	OFFSET: ---	RANGE: 10 E	¼ ¼: NE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
11'-11" Dry at completion	0'-0" to 1'-10" Frozen
	11'-11" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Base Course, Auger Cuttings, Bentonite Chips, Caved Soil

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

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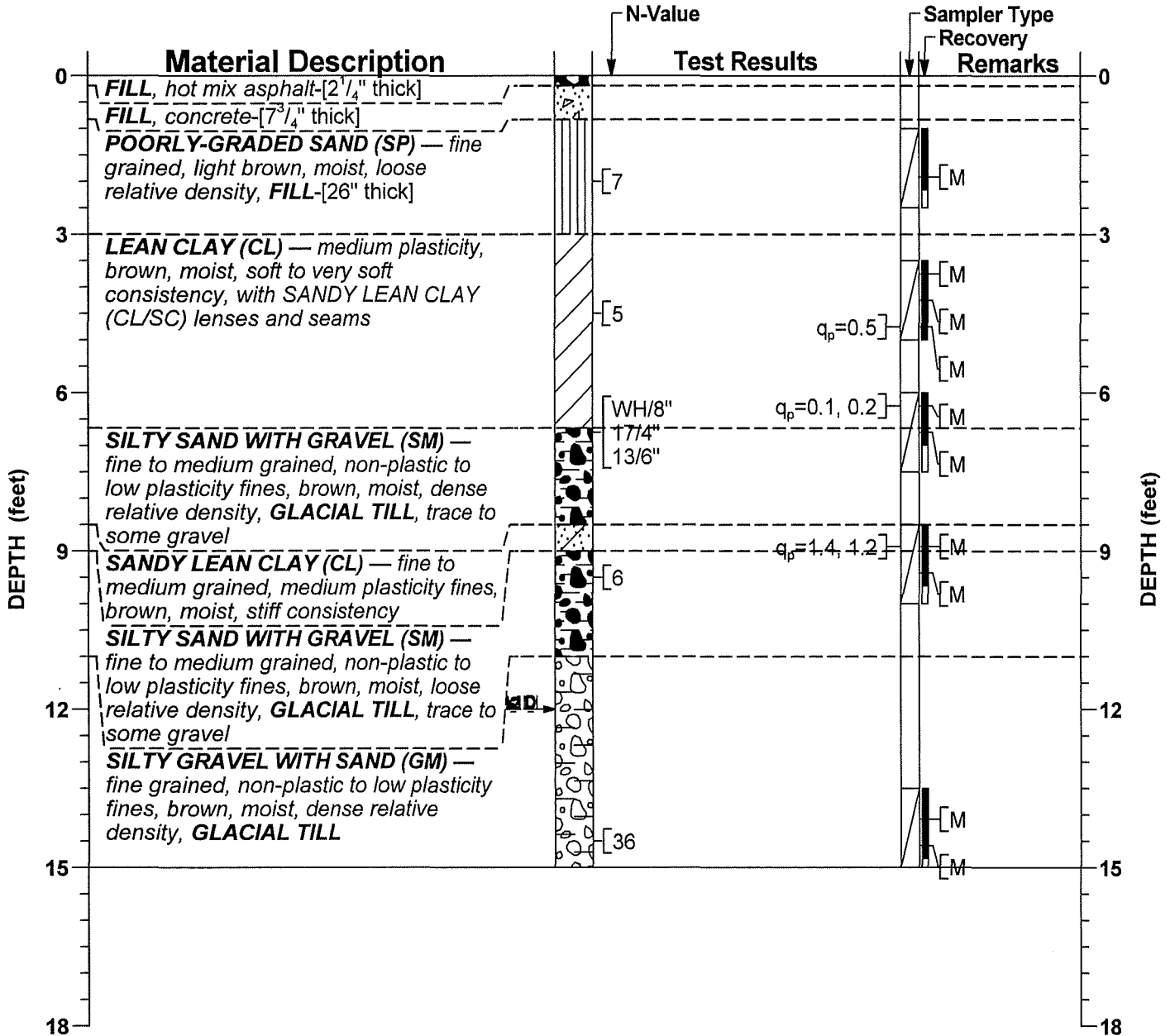
BORING LOG RECORD
 LaFollette Ave, Dunning Street, & Jackson Street
 City of Madison, Dane County, Wisconsin

13300.34

General Location: **On Dunning Street at 29 feet north of 153/157 property line, 7 feet west of back of east curb**

Boring 2

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 6	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Blooming Grove) 7 N	¼: SE	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 15'-0"
STATION: —	OFFSET: —	RANGE: 10 E	¼ ¼: NE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
12'-0" Dry at completion	12'-0" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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

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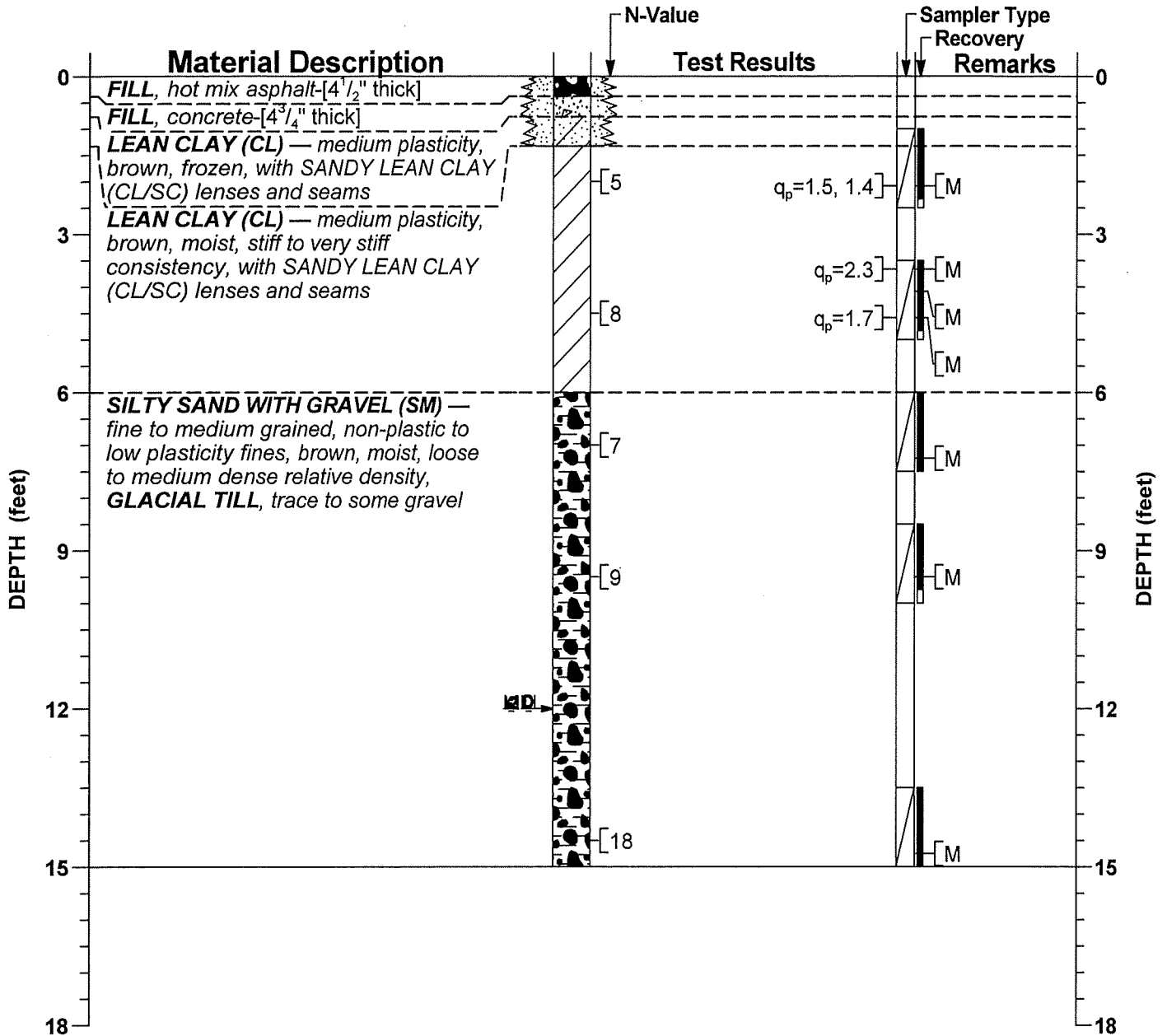
BORING LOG RECORD
 Lafollette Ave, Dunning Street, & Jackson Street
 City of Madison, Dane County, Wisconsin

13300.34

General Location: **On Jackson Street at 8 feet south of 165/169 property line, 6 feet west of back of east curb**

Boring 3

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 6	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Blooming Grove) 7 N	¼: SE	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 15'-0"
STATION: —	OFFSET: —	RANGE: 10 E	¼ ¼: NE	LOG QC: CMB	DATE STARTED: 12/20/2019	DATE COMPLETED: 12/20/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
12'-0" Dry at completion	0'-0" to 1'-4" Frozen
	12'-0" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"
SAMPLING METHOD(S): AASHTO T 206						
SURFACE PATCH: Cold Mix Asphalt Patching Compound						
BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil						

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

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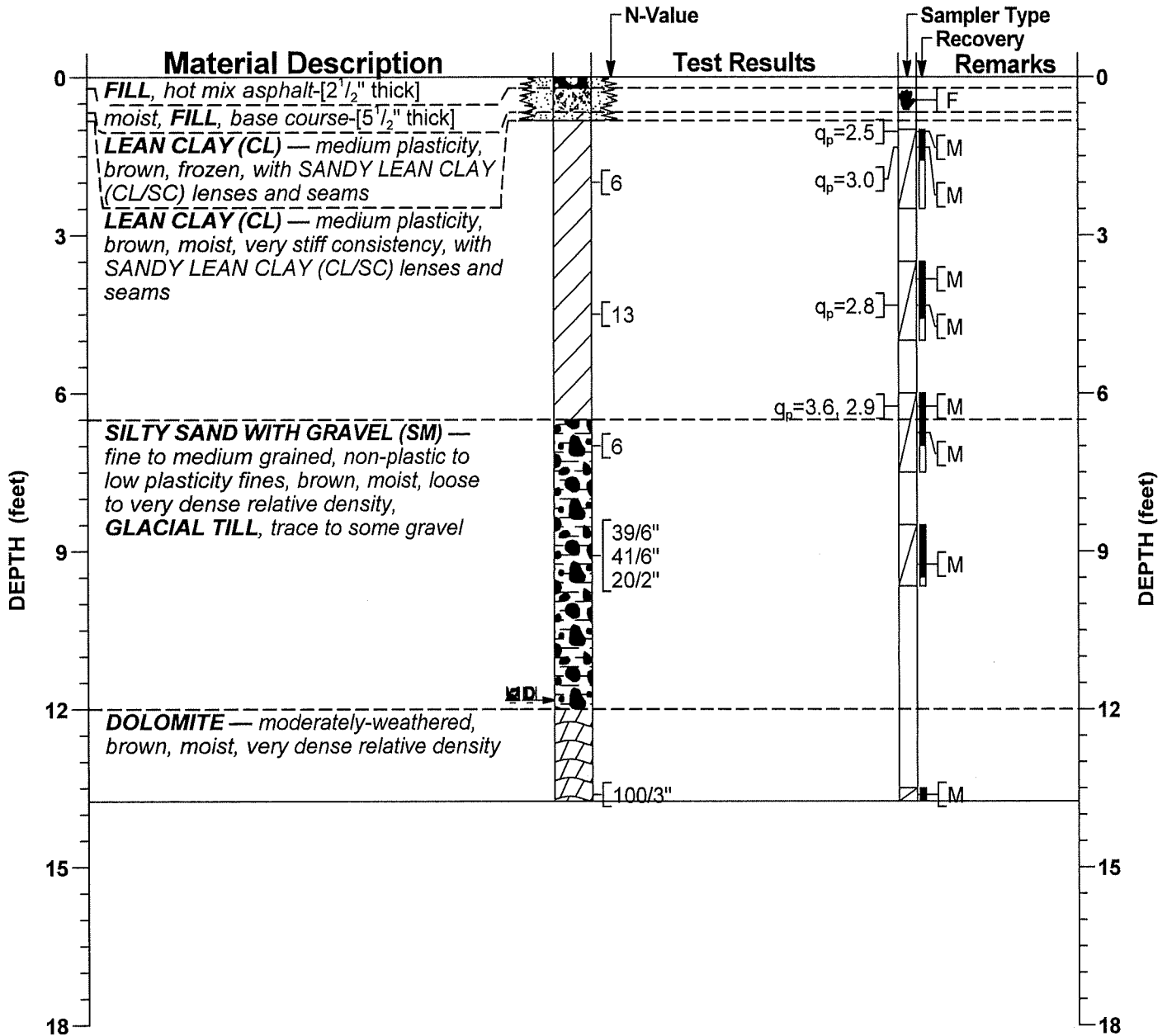
BORING LOG RECORD
 Lafollette Ave, Dunning Street, & Jackson Street
 City of Madison, Dane County, Wisconsin

13300.34

General Location: **On Dunning Street at 10 feet south of 225/229 property line, 7.5 feet west of back of east curb**

Boring 4

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 6	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Bloomington) 7 N	¼: SE	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 13'-9"
STATION: —	OFFSET: —	RANGE: 10 E	¼ ¼: SE	LOG QC: CMB	DATE STARTED: 12/19/2019	DATE COMPLETED: 12/19/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
11'-10" Dry at completion	0'-0" to 0'-10" Frozen
	11'-10" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	13'-9"	6.3"

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: Cold Mix Asphalt Patching Compound

BACKFILL: Base Course, Auger Cuttings, Bentonite Chips, Caved Soil

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

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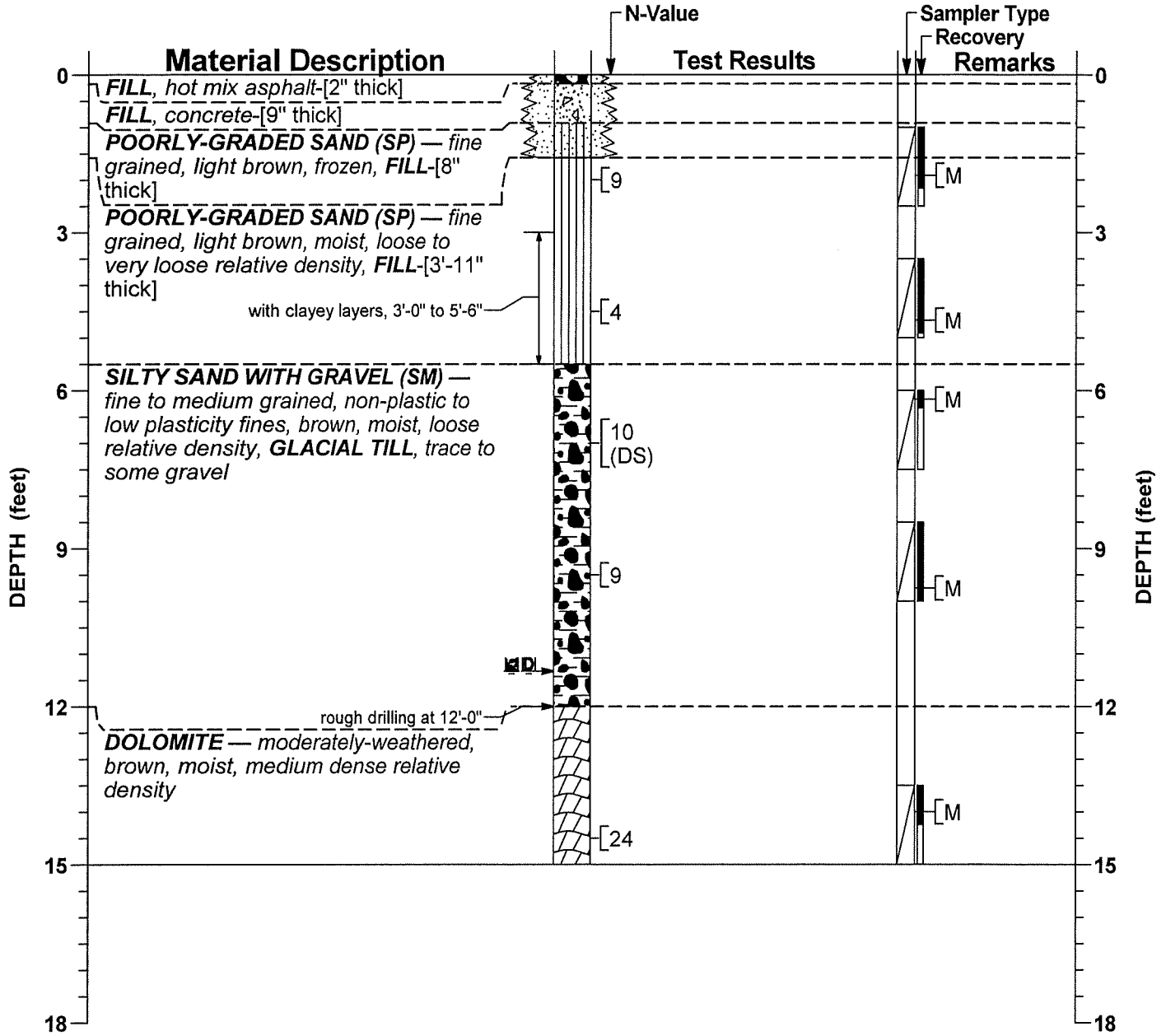
BORING LOG RECORD
 Lafollette Ave, Dunning Street, & Jackson Street
 City of Madison, Dane County, Wisconsin

13300.34

General Location: **On Jackson Street at 5 feet south of 230/234 property line, 20 feet east of back of west curb**

Boring 5

LATITUDE: —	LONGITUDE: —	COUNTY: Dane	SECTION: 6	CREW CHIEF: SWK	DRILL RIG: CME 75	PAGE: 1 of 1
NORTHING: —	EASTING: —	TOWNSHIP: (Bloomington) 7 N	¼: SE	LOG REVIEW: SLF	HAMMER TYPE (EFFICIENCY): Automatic (91%)	TOTAL DEPTH: 15'-0"
STATION: —	OFFSET: —	RANGE: 10 E	¼ ¼: NE	LOG QC: CMB	DATE STARTED: 12/20/2019	DATE COMPLETED: 12/20/2019



WATER LEVEL LEGEND	OTHER LEVEL LEGEND
11'-4" Dry at completion	0'-0" to 1'-7" Frozen
	11'-4" Caved at completion

DRILL METHOD	TOOL SIZE	CASING SIZE	DRILL FLUID	DEPTH FROM	DEPTH TO	HOLE DIA
HSA	2 1/4"	—	None	0'-0"	15'-0"	6.3"

SAMPLING METHOD(S): AASHTO T 206
 SURFACE PATCH: Cold Mix Asphalt Patching Compound
 BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil

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

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
 CONSULTING CIVIL ENGINEERS SINCE 1966

BORING LOG RECORD
 Lafollette Ave, Dunning Street, & Jackson Street
 City of Madison, Dane County, Wisconsin

13300.34



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

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

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Janet Schmidt, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
James M. Wolfe, P.E.
Facilities & Sustainability
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

November 18, 2020

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 8503**

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION
ASSESSMENT DISTRICT - 2020**

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

SPECIAL PROVISIONS:

ADD TO BID ITEM 90040 – 6' DIA SANITARY SAS, AFTER FIRST PARAGRAPH OF DESCRIPTION:

Structure shall be placed over the center of the MMSD sanitary sewer main. The MMSD sewer main is a 36" PVC pipe slip-lined inside of an original 42" RCP pipe.

ADD TO BID ITEM 90041 – HEAVY WASTEWATER CONTROL, AT END OF DESCRIPTION PARAGRAPH:

The estimated average daily flow in the MMSD due to gravity flow is approximately 97 gpm and an estimated average peak daily flow is approximately 389 gpm. Regular pumping from MMSD Pump Station 1 no longer occurs. The MMSD pipe is flushed every night at midnight via pumping flows from MMSD Pump Station 1 or when MMSD test the pumps, which is infrequently. When MMSD pumps are on, flow is approximately 4,000 – 6000 gpm.

The Bid Submission Deadline Date has been changed to DECEMBER 3, 2020.

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

Electronic version of these documents can be found on the Bid Express web site at:
<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Greg Fries

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:	DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8503
SBE GOAL	5%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	NOVEMBER 25, 2020
BID SUBMISSION (2:00 P.M.)	DECEMBER 3, 2020
BID OPEN (2:30 P.M.)	DECEMBER 3, 2020
PUBLISHED IN WSJ	NOVEMBER 5, 12, 19, & 26, 2020

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, jtortesmeza@cityofmdison.com.

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.

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers and staff will come to the door to get your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing as the City responds to responsively to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at 608-267-1197, or John Fahrney at 608-266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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.

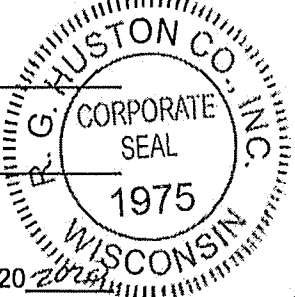
SECTION E: BIDDERS ACKNOWLEDGEMENT

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8503**

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 - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. Huston Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

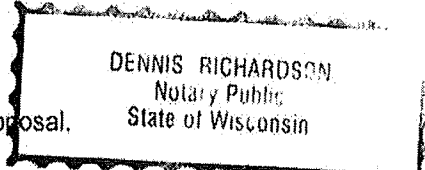
BRH
SIGNATURE
President - Brad Huston
TITLE, IF ANY



Sworn and subscribed to before me this 3 day of December, 2020
Dennis Richardson

(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1-10-24

Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8503 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8503

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

Telephone Number: (608) 255-9223

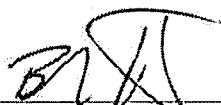
Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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

 Branda Drens - Estimator
Witness' Signature

 Brad Huston - President
Bidder's Signature

11/19/2020
Date



**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8503**

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
JR's Construction	Landscape	1.7%
ASTI	Sawcut	0.02%
Bullet Trucking	Trucking	1%

Subtotal SBE who are not suppliers: 2.72 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

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

Total Percentage of SBE Utilization: 2.72 %

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION
ASSESSMENT DISTRICT - 2020**

CONTRACT NO. 8503

DATE: 12/3/2020

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$9,600.00	\$9,600.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	60.00	\$20.00	\$1,200.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	28.00	\$50.00	\$1,400.00
10801.0 - ROOT CUTTING - CURB AND GUTTER - L.F.	100.00	\$5.16	\$516.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	100.00	\$5.18	\$518.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$148,772.00	\$148,772.00
20101.0 - EXCAVATION CUT - C.Y.	9938.00	\$18.60	\$184,846.80
20130.0 - UNDERDRAIN - L.F.	921.00	\$14.75	\$13,584.75
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	11072.00	\$1.28	\$14,172.16
20219.0 - BREAKER RUN - TON	8242.00	\$6.00	\$49,452.00
20221.0 - TOPSOIL - S.Y.	5600.00	\$8.20	\$45,920.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	445.00	\$1.35	\$600.75
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	9147.00	\$2.05	\$18,751.35
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	7004.00	\$4.90	\$34,319.60
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	24775.00	\$2.50	\$61,937.50
20401.0 - CLEARING - I.D.	225.00	\$15.83	\$3,561.75
20406.0 - GRUBBING - I.D.	336.00	\$12.66	\$4,253.76
20701.0 - TERRACE SEEDING - S.Y.	5600.00	\$1.60	\$8,960.00
21063.0 - EROSION MATTING, CLASS I, TYPE A- ORGANIC - S.Y.	5600.00	\$2.80	\$15,680.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	6778.00	\$14.85	\$100,653.30
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	545.00	\$18.38	\$10,017.10
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	100.00	\$40.91	\$4,091.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	15444.00	\$5.97	\$92,200.68
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	16146.00	\$6.57	\$106,079.22
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	436.00	\$30.30	\$13,210.80
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	4014.00	\$17.80	\$71,449.20
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	5619.00	\$17.80	\$100,018.20
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	2185.00	\$68.02	\$148,623.70
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	163.00	\$74.99	\$12,223.37
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	93.00	\$85.09	\$7,913.37
40218.0 - TACK COAT - GAL	1118.00	\$2.78	\$3,108.04
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	100.00	\$45.00	\$4,500.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	302.00	\$2.50	\$755.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	220.00	\$2.25	\$495.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	1177.00	\$7.50	\$8,827.50

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION
ASSESSMENT DISTRICT - 2020**

CONTRACT NO. 8503

DATE: 12/3/2020

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	622.00	\$11.50	\$7,153.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	212.00	\$12.00	\$2,544.00
60822.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE SHARROW - EACH	6.00	\$275.00	\$1,650.00
60941.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	255.00	\$2.00	\$510.00
70104.0 - ADJUST WATER VALVE BOX - EACH	18.00	\$329.85	\$5,937.30
90000.0 - MAINTAIN DRIVEWAY ACCESS - EACH	10.00	\$832.86	\$8,328.60
90001.0 - HIGH FRICTION COLORED PAVEMENT MARKING, MMA-GREEN - S.F.	700.00	\$12.20	\$8,540.00
90002.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	40.00	\$20.00	\$800.00
90003.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	40.00	\$5.00	\$200.00
20217.0 - CLEAR STONE - TON	1000.00	\$13.00	\$13,000.00
20225.0 - LIGHT RIPRAP - LIMESTONE - C.Y.	4.00	\$275.00	\$1,100.00
20241.0 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	10.00	\$1.70	\$17.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	5.00	\$545.00	\$2,725.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	2.00	\$315.00	\$630.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$6,200.00	\$6,200.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	16.00	\$315.00	\$5,040.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - L.F.	100.00	\$8.00	\$800.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	3.00	\$160.00	\$480.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	5.00	\$65.00	\$325.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	3.00	\$25.00	\$75.00
21049.0 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	54.00	\$300.00	\$16,200.00
21050.0 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	70.00	\$65.00	\$4,550.00
21051.0 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	54.00	\$25.00	\$1,350.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	349.50	\$85.20	\$29,777.40
50741.0 - TYPE H INLET - EACH	25.00	\$2,011.00	\$50,275.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	10.00	\$465.00	\$4,650.00
20313.0 - REMOVE INLET - EACH	15.00	\$433.00	\$6,495.00
20314.0 - REMOVE PIPE - L.F.	694.00	\$38.70	\$26,857.80
20336.0 - PIPE PLUG (STORM) - EACH	25.00	\$236.00	\$5,900.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$400.00	\$400.00
20503.0 - ADJUST INLET - EACH	2.00	\$400.00	\$800.00
21110.0 - TERRACE RAIN GARDEN - S.F.	120.00	\$20.65	\$2,478.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	2764.00	\$0.01	\$27.64
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	30.00	\$100.00	\$3,000.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	553.50	\$86.00	\$47,601.00
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	343.00	\$103.80	\$35,603.40
50404.0 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	503.00	\$98.10	\$49,344.30

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION
ASSESSMENT DISTRICT - 2020**

CONTRACT NO. 8503

DATE: 12/3/2020

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	625.00	\$115.90	\$72,437.50
50407.0 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	250.50	\$206.00	\$51,603.00
50418.0 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	139.50	\$116.60	\$16,265.70
50455.0 - STORM BEND - EACH	1.00	\$1,000.00	\$1,000.00
50499.0 - CONCRETE COLLAR - EACH	1.00	\$760.00	\$760.00
50723.0 - 3'X3' STORM SAS - EACH	11.00	\$2,533.00	\$27,863.00
50724.0 - 4'X4' STORM SAS - EACH	7.00	\$3,170.00	\$22,190.00
50725.0 - 5'X5' STORM SAS - EACH	1.00	\$6,930.00	\$6,930.00
50726.0 - 6'X6' STORM SAS - EACH	1.00	\$7,400.00	\$7,400.00
50767.0 - TERRACE INLET TYPE 2 - EACH	1.00	\$4,970.00	\$4,970.00
50768.0 - TERRACE INLET TYPE 3 - EACH	4.00	\$3,428.00	\$13,712.00
50792.0 - STORM SEWER TAP - EACH	6.00	\$1,239.00	\$7,434.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	1.00	\$575.00	\$575.00
50795.0 - PRIVATE STORM SEWER LATERAL - EACH	1.00	\$763.00	\$763.00
50801.0 - UTILITY LINE OPENING (STORM) - EACH	31.00	\$629.00	\$19,499.00
70041.0 - RELOCATE HYDRANT - EACH	1.00	\$2,644.00	\$2,644.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	360.00	\$12.85	\$4,626.00
90030.0 - 3'X6' STORM SAS - EACH	1.00	\$5,103.00	\$5,103.00
90031.0 - RECONSTRUCT CATCH BASIN TO SAS CASTING - EACH	1.00	\$4,232.00	\$4,232.00
90032.0 - RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED) - EACH	20.00	\$1,147.00	\$22,940.00
90033.0 - RELOCATE WATER MAIN (UNDISTRIBUTED) - EACH	2.00	\$3,245.00	\$6,490.00
90034.0 - STORMWATER TERRACE (UNDISTRIBUTED) - EACH	3.00	\$440.00	\$1,320.00
10790.0 - RAILROAD INSURANCE - LUMP SUM	1.00	\$5,852.00	\$5,852.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (SANITARY) - EACH	19.00	\$671.00	\$12,749.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	2.00	\$1,975.00	\$3,950.00
50201.0 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	50.00	\$297.00	\$14,850.00
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$100.00	\$100.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	6381.00	\$0.01	\$63.81
50225.0 - UTILITY TRENCH PATCH TYPE III - T.F.	85.00	\$101.00	\$8,585.00
50301.0 - 8 INCH PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	2191.00	\$121.60	\$266,425.60
50321.0 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	892.00	\$154.30	\$137,635.60
50353.0 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	2696.00	\$45.15	\$121,724.40
50355.0 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	602.00	\$47.20	\$28,414.40
50356.0 - RECONNECT - EACH	85.00	\$2,785.00	\$236,725.00
50357.0 - RECONNECT - PRESSURE PIPE - EACH	23.00	\$2,858.00	\$65,734.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$12,632.00	\$12,632.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	275.00	\$52.70	\$14,492.50
50701.0 - 4' DIA SAS - EACH	21.00	\$3,068.00	\$64,428.00
50702.0 - 5' DIA SANITARY SAS - EACH	1.00	\$5,973.00	\$5,973.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$333.00	\$666.00
50783.0 - INSIDE DROP - V.F.	28.90	\$143.50	\$4,147.15
50791.0 - SANITARY SEWER TAP - EACH	11.00	\$1,026.00	\$11,286.00

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION
ASSESSMENT DISTRICT - 2020**

CONTRACT NO. 8503

DATE: 12/3/2020

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	4.00	\$280.00	\$1,120.00
90040.0 - 6' DIA SANITARY SAS - EACH	1.00	\$27,610.00	\$27,610.00
90041.0 - HEAVY WASTEWATER CONTROL - LUMP SUM	1.00	\$100.00	\$100.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	210.00	\$7.50	\$1,575.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	40.00	\$5.75	\$230.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	140.00	\$5.50	\$770.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	30.00	\$4.75	\$142.50
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	40.00	\$55.00	\$2,200.00
60261.0 - ELECTRICAL TRENCH - L.F.	175.00	\$7.50	\$1,312.50
60409.0 - CONSTRUCTION OFFSET BASE - EACH	1.00	\$2,050.00	\$2,050.00
60411.0 - CONSTRUCT TYPE 'G' BASE - EACH	3.00	\$950.00	\$2,850.00
60423.0 - REMOVE TRAFFIC SIGNAL BASE - EACH	1.00	\$839.65	\$839.65
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	2.00	\$325.00	\$650.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	1.00	\$1,050.00	\$1,050.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	1.00	\$1,425.00	\$1,425.00
60708.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	2.00	\$2,060.00	\$4,120.00
90050.0 - INSTALL AND MAINTAIN SUPPORT STRUCTURES - LUMP SUM	1.00	\$6,500.00	\$6,500.00
132 Items	Totals		\$3,027,811.65



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

Deputy City Engineer
Gregory T. Fries, P.E.
Deputy Division Manager
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Mark D. Moder, P.E.
Janet Schmidt, P.E.
James M. Wolfe, P.E.
Facilities & Sustainability
Bryan Cooper, Principal Architect
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

R. G. Huston Co., Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2020 through January 31, 2022.

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

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

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

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

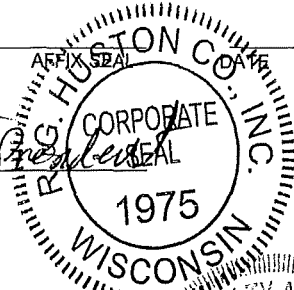
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

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

January 6, 2020
DATE

By: [Signature]
SIGNATURE AND TITLE



SURETY

Travelers Casualty and Surety Company of America
COMPANY NAME

January 2, 2020
DATE

By: [Signature]
SIGNATURE AND TITLE



Dennis M. Barton, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 283633 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 2, 2020
DATE

[Signature]
AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8044
TELEPHONE NUMBER

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



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DENNIS M BARTON** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

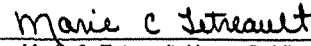
By: 
Robert L. Raney, Senior Vice President

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

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

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




Marie C. Tetreault, Notary Public

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

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

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

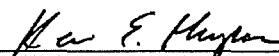
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **2nd** day of **January**, **2020**




Kevin E. Hughes, Assistant Secretary

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

SECTION H: AGREEMENT

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

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JANUARY 5, 2021, 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:

DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE RECONSTRUCTION ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8503

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE MILLION TWENTY-SEVEN THOUSAND EIGHT HUNDRED ELEVEN AND 65/100 (\$3,027,811.65) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement

Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8503**

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:

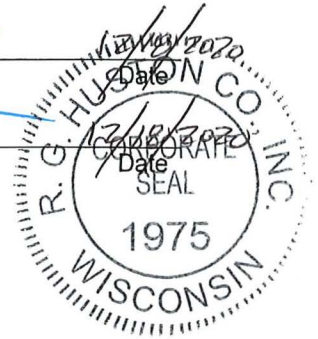
[Signature] 12/18/2020
Witness Date

[Signature] 12/18/2020
Witness Date

R. G. HUSTON CO., INC
Company Name

[Signature]
President

[Signature]
Secretary



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 01/28/2021
Finance Director Date

[Signature] 2/2/21
Witness Date

[Signature] 01/22/21
Witness Date

[Signature] 2/11/2021
City Attorney Date

[Signature] 2/1/2021
Mayor Date

[Signature] 1-22-2021
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we R. G. HUSTON CO., INC
as principal, and Travelers Casualty and Surety Company of America
Company of Connecticut as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of THREE MILLION TWENTY-SEVEN THOUSAND EIGHT HUNDRED
ELEVEN AND 65/100 (\$3,027,811.65) 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:

**DUNNING STREET, JACKSON STREET AND LAFOLLETTE AVENUE
RECONSTRUCTION ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8503**

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

Signed and sealed this 6th day of January, 2021

Countersigned:

[Signature]
Witness

[Signature]
Secretary

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



Approved as to form:

Michael Haas
City Attorney

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

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under
National Producer Number 283633 for the year 2021, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

January 6, 2021
Date

[Signature]
Agent Signature



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 6th day of January, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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