

Contract Routing Form

ROUTING: Routine

printed on: 08/08/2023

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

Project: Hudson Ave., Miller Ave., Wilard Ave., Center Ave., and Sommers Ave. Assessment District - 2023

Contract No.: 8659
Enactment No.: RES-23-00530
Dollar Amount: 3,396,000.00

File No.: 78819
Enactment Date: 08/04/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8/8/23	8/8/23
Director of Civil Rights	8/8/23	8/8/23 WDO
Risk Manager	8/9/23	8/9/23 mcl
Finance Director	8/9/23	8/9/23
City Attorney	8/9/23	8/9/23
Mayor	8/9/23	8/14/23

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

Original + 2 Copies

08/08/2023 08:14:53 enjls - Andy Zwieg 266-9219



Legislation Details (With Text)

File #: 78819 **Version:** 1 **Name:** Awarding Public Works Contract No. 8659, Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue Assessment District - 2023.

Type: Resolution **Status:** Passed

File created: 7/13/2023 **In control:** Engineering Division

On agenda: 8/1/2023 **Final action:** 8/1/2023

Enactment date: 8/4/2023 **Enactment #:** RES-23-00530

Title: Awarding Public Works Contract No. 8659, Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue Assessment District - 2023. (District 15)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8659.pdf, 2. 8659 breakdown.pdf

Date	Ver.	Action By	Action	Result
8/1/2023	1	COMMON COUNCIL		
7/19/2023	1	BOARD OF PUBLIC WORKS		
7/13/2023	1	Engineering Division	Refer	

Fiscal Note

The proposed resolution authorizes awarding the contract for the Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue Assessment District - 2023 at a total estimated cost of \$3,667,670 including contingency. Funding for the project is available in Munis 14075. No additional appropriation is required.

Title

Awarding Public Works Contract No. 8659, Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue Assessment District - 2023. (District 15)

Body

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

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

See attached document (Contract No. 8659) for itemization of bids.

Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries

 Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
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
Registered Agent for Service of Process		*			Other CORPORATION SERVICE COMPANY 33 E MAIN ST STE 610 MADISON, WI United States County 53703

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
---------------	----------	----------------

\$3,396,000.00
ORIGINAL

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

2023

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND
SOMMERS AVENUE ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8659

MUNIS NO. 14075

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON AUGUST 1, 2023

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

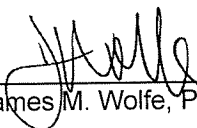
**HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND
SOMMERS AVENUE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8659**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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


James M. Wolfe, P.E., City Engineer

JMW: ajz

REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON,
WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

2023 MSIPGT PROGRAM DESIGNATION

Contract #8659

Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue
Assessment District – 2023

Plans and Specifications for Public Works Projects that are advertised for bidding are available at <https://bidexpress.com/login> . Please call City Engineering at 608-266-4751 if you need assistance.

The project is located in the City of Madison along Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue. The project is partially funded with the Local Roads Improvement Program (LRIP).

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer. The project may be subject to the Prevailing Wage Rate Law. Please see Special Provisions Section D of the respective project contract to determine if Prevailing Wages are required for a project. We encourage DBEs, including MBEs and WBEs, to submit bid proposals.

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed within the respective contract or on our website. Forms are available on the web at <http://www.cityofmadison.com/business/pw/forms.cfm> or by contacting City Engineering at 608-266-4620.

PUB: WSJ June 29, & July 6, 2023

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:	HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8659
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	July 6, 2023
BID SUBMISSION (2:00 P.M.)	July 13, 2023
BID OPEN (2:30 P.M.)	July 13, 2023
PUBLISHED IN WSJ	June 29, & July 6, 2023

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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 266-6510 or by email, tlomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified. 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.

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2023 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/engineering/developers-contractors/standard-specifications.

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR 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 Hydro Excavating
 243 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) 266-6510.

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

HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8659

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 \$74,000 for a single trade contract; or equal to or greater than \$360,500 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, tree removal, replacement of sanitary sewer main, replacement of sanitary laterals, and replacement of storm sewer main and storm sewer structures, excavation, base preparation, curb and gutter, driveway aprons, sidewalk replacement, asphalt pavement, pavement marking and signing.

The reconstruction project limits for the work on Hudson Avenue are between Oakridge Avenue and Atwood Avenue. The project is approximately 1,500 ft. in length. The reconstruction project limits for the work on Miller Avenue are between Willard Avenue and Atwood Avenue. The project is approximately 87 ft. in length. The reconstruction project limits for the work on Willard Avenue are between Ohio Avenue and Elmside Boulevard. The project is approximately 1045 ft. in length. The reconstruction project limits for the work on Center Avenue are between Hudson Avenue and Miller Avenue. The project is approximately 485 ft. in length. The reconstruction project limits for the work on Sommers Avenue are between Hudson Avenue and Miller Avenue. The project is approximately 470 ft. in length. The Contractor shall view the sites prior to bidding to become familiar with the existing conditions. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The Contractor shall note that some bid item quantities shall 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 shall increase or decrease based on what is encountered in the field.

SECTION 104.10 & 301.10 CONCRETE WASTE MANAGEMENT

The Contractor shall not allow debris and slurry from cutting and grinding operations or wash water from exposed aggregate construction to enter open gutters, inlets, storm sewers, or otherwise exit the construction limits. Debris, slurry, and waste shall be removed and stored properly in compliance with City of Madison Standard Specification 301.10. Alternatively, slurry shall be directed to an appropriate

disposal area below the surface drainage grade which will not run-off outside the project limits, is planned for pavement, and is pre-approved by the Construction Engineer. If it is impractical to direct slurry to an appropriate disposal area, the Contractor shall direct it to a street gutter provided sand bags or other devices are used to contain it. The slurry or residue shall be removed and stored properly prior to the end of each work day.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

Be advised that there shall be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, utility installations, excavation, base course placement, concrete and asphalt work, restoration, pavement marking, and other incidental items related to the staging.

All private storm sewer discharges shall be maintained for all properties in the project areas.

At 2705 Center Avenue, the Contractor shall move bricks and rocks from the terrace to directly behind the back of walk. The Contractor shall be paid using bid item 90002– Remove and Salvage Brick/Block Pavers. The Contractor shall place topsoil in the terrace but no terrace seed or erosion matting. The Contractor shall coordinate with the property owner, Dee Spolum, deespolum@gmail.com.

At 2802 Center Avenue, the Contractor shall place topsoil in the terrace but no terrace seed or erosion matting from first Ginko Tree to the corner of Center and Miller, approximately 20 feet. The Contractor shall coordinate with the property owner, Rachel Imsland, raimsland@gmail.com.

Access to Properties

Access to businesses and commercial driveways shall be maintained at all times. The Contractor shall coordinate with parking lot property owners to maintain access and notify residents of access routes.

The Contractor shall maintain access to all properties along Hudson Avenue (Oakridge Avenue to Atwood Avenue), and Miller Avenue (Oakridge Avenue to Atwood Avenue), Willard Avenue (Ohio Avenue to Elmside Boulevard), Center Avenue (Ohio Avenue to Elmside Boulevard), Sommers Avenue (Ohio Avenue to Elmside Boulevard), at all times. This includes local residents, mail delivery, garbage/recycling pickup and emergency vehicles. Notice shall be given to the residents of the aforementioned properties 48 hours before any work is done that would obstruct their driveways.

The Contractor shall maintain access to at least one driveway for 2453 Atwood Avenue, 2701 Atwood Avenue, 2733 Atwood Avenue, 2801 Atwood Avenue, and any other businesses affected by Atwood Avenue lane closures at all times. Notice shall be given to the businesses 48 hours before any work is done that would obstruct their driveways.

Archeological Site

The Contractor shall contact the City's archeological consultant, (whose contact information will be provided by City Engineering) a minimum of 2 weeks prior to any excavation activities in this area to coordinate schedule and any monitoring activities. Failure to provide adequate notice may result in delays as work may not proceed in designated areas until the Archaeologist is consulted. Delays resulting from inadequate notification will be considered as caused by the Contractor and no time extensions will be provided and any liquidated damages will be enforced, per the Standard Specifications and these special provisions.

Two (2) uncatalogued archaeological/burial sites extend into the project area. The approximate locations of these sites on Hudson Avenue as follows; from approximately Oakridge Avenue to STA 102+25 and STA

107+00 to STA 108+50. Initial ground-disturbing activities that occur within the uncatalogued boundaries of the burial site shall be monitored by the archaeologist under contract. If no intact soils are found after the initial excavation for the areas within the archaeological sites, the remainder of the project may proceed without a monitor present. If, during the proposed ground disturbing activity, the Contractor encounters human remains or unusual soils, they shall stop work at that location and contact the State Historic Preservation Office and the archaeologist under contract immediately for further coordination, and, in the event that human remains must be excavated and analyzed, for negotiation and execution of an appropriate contract.

The use of Hydrovac is not permitted under any circumstances within the burial sites without approval from the Wisconsin Historical Society (WHS). The Contractor shall reach out to WHS compliance via email compliance@wisconsinhistory.org, reference WHS project case #23-0322 to begin the process for approval.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps, sidewalks, and driveways 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 Construction Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Coordination with Utilities

Work in this contract shall require utility relocations or adjustments. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

AT&T (overhead & underground), Charter Communications (overhead), MG&E Gas (underground), and MG&E Electric (overhead & underground) have facilities within the project limits.

AT&T has overhead and underground communication facilities (fiber and copper) within the project limits that may need to be relocated during construction. Underground facilities are located at the Atwood Avenue and Miller Avenue intersection and approximately 100' south along the west side of Miller Avenue. Conflicts are not anticipated. The Contractor shall contact Matt Vachalik, MV5616@att.com to coordinate any relocation work.

Charter Communications has overhead lines attached to MG&E utility poles within the project limits. Conflicts are not anticipated. The Contractor shall contact Sean Potter, Sean.Potter@charter.com to coordinate the work.

MG&E gas is planning to replace gas facilities within the project limits ahead or during construction. The Contractor shall contact Roger Ahles, rahles@mge.com to coordinate the work. The Contractor shall not expect MG&E gas to be available for conflict resolution for work in 2023.

MG&E has overhead lines and underground electric facilities within the project limits that may need to be relocated. The underground facilities are located at 2413 Willard Ave, 2813 Willard Ave, 2722 Center Ave (additional fiber line here as well, owner unknown), 2701 Sommers Ave (across Hudson Ave), 2705 Sommers Ave, and 2801 Atwood Ave (Across Sommers Ave). Any MG&E poles needed for relocation within the project limits will be completed prior to construction. The Contractor shall contact Tony Sanfratello, asanfratello@mge.com to coordinate any relocation work.

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

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

Construction Engineer shall have the final decision on schedule of all work.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

Care shall be taken not to disturb property irons, sod areas, retaining walls, or other items on private property. Sidewalk forms, form pins and other items incidental to the work shall, at no time, be placed on private property. If private property is disturbed, it shall be restored promptly and at the expense of the Contractor.

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 Construction Engineer, the Contractor shall dust proof the construction area by using power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall email an acceptable Traffic Control Plan to Lukas Collins, lcollins@cityofmadison.com at City Traffic Engineering prior to the pre-construction meeting.

The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Traffic Control Plan shall include any necessary detour routes, signage, and phasing schedules with the dates of lane closures. The successful bidder shall work with the City Traffic Engineering Division to develop an approved Traffic Control Plan. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, shall prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control constitutes 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 the work zone. Maintaining shall include replacing damaged or stolen traffic control devices. Temporary pavement markings, electronic flashing arrow boards, 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. The traffic control plan shall 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.

Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

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

The Contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The Contractor shall use drums as a channelizing device to separate traffic from work zone.

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

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

No construction equipment or materials shall be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits as shown on the approved plan.

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 shall be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Emergency vehicle access shall be maintained to all properties at all times from at least one end of each block.

Access to property entrance driveways shall be maintained whenever possible. Notice shall be given to the residents or businesses 48 hours before any work is done that would obstruct their driveways.

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 Villarreal 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

Contractor shall place portable changeable message boards at least one (1) week in advance of the start of work on Hudson Avenue and Miller Avenue at Atwood Avenue, notifying the public of the start of construction. Message boards shall read:

"HUDSON
WORK
BEGINS
Day of Week
Month/Date"

"MILLER
WORK
BEGINS
Day of the week
Month/Date"

Hudson Avenue, Miller Avenue, Willard Avenue, Center Avenue, and Sommers Avenue shall be closed to through traffic for the duration of the project with access to local driveways being maintained at all times from at least one end of each block except during closures to facilitate utility installation, concrete work, and asphalt paving. Notice shall be given to the residents 48 hours before any work is done that would

obstruct their driveways. Contractor shall not fully close two adjacent intersections simultaneously. Maintain local traffic across intersections except when active work is taking place.

Atwood Avenue

Contractor shall place portable arrow boards on Atwood Avenue during work at the Atwood Avenue and Miller Avenue intersection. Contractor is allowed fifteen (15) calendar days of the single (1) outside outbound travel lane and five (5) calendar days of the single (1) inside outbound travel lane closures on Atwood Avenue at the intersection with Miller Avenue to complete the storm sewer and street connection work.

NOTIFICATION WHEN CLOSING STREET

The Contractor shall notify Lukas Collins, lcollins@cityofmadison.com when portable changeable message boards are placed to coordinate news release and existing sign removal. The Contractor shall not remove traffic signs. City Traffic Engineering will remove signs 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.

OPENING OF SECTION OF STREET TO TRAFFIC

The Contractor shall notify Lukas Collins, lcollins@cityofmadison.com upon completion of final landscaping to have permanent signs reinstalled. The Contractor shall expect a minimum of seven (7) 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 shall be removed.

Contact Lukas Collins, City of Madison Traffic Engineering Division, LCollins@cityofmadison.com, 261-9625 with any questions concerning these traffic control specifications.

BID ITEM 10770 – MAINTAIN RESIDENTIAL DRIVEWAY ACCESS

The Contractor shall maintain access to 2709 Willard Avenue, Eric Roang, eric.roang@gmail.com, and 2419 Willard Avenue, Andrew Wilke, awilkeuke@gmail.com at all times and for the duration of the project. The remaining contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER

The contract quantity is 50% of the hand form curb and gutter locations to be used at the direction of the Construction Engineer.

SECTION 108.2 PERMITS

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

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

BID ITEM 10911 – MOBILIZATION

This item shall be paid in accordance with 109.14 of the Standard Specifications for work in 2023 and 2024.

SECTION 109.2 PROSECUTION OF WORK

A portion of the work under this contract may be completed in 2023 with the remaining work completed in 2024, or all work under this contract may be completed in 2024.

If the Contractor elects to complete all work under this contract in 2024, the completion will be **ONE-HUNDRED TWENTY (120) CALENDAR DAYS or by July 19, 2024, whichever is sooner.**

If work is split between 2023 and 2024, all work shall be completed within **ONE-HUNDRED TWENTY (120) CALENDAR DAYS or by June 28, 2024, whichever is sooner.**

Days will not be calculated between the time of winter shutdown in 2023 and restart of work in spring 2024.

The Contractor will not be paid for any temporary asphalt surface for utility work in 2023. The Contractor shall place 2.5-inch hot mix asphalt over 6-inch gradation 2 crushed aggregate base course within the disturbed street areas where utility work is completed in 2023 before winter shutdown and a minimum of 2.5-inches HMA or temporary concrete over select fill for temporary sidewalk. Contractor may also install final asphalt and concrete items; if final binder pavement is installed, all access structures and curb ramps shall have asphalt ramping installed, which will be at Contractor's expense. Temporary surface materials shall be even and match into existing, and sidewalk areas shall be free of any trip hazards. The Contractor shall not expect MG&E gas to be available for conflict resolution for work in 2023.

The Contractor shall also maintain all temporary materials to ensure safe access and operations throughout the winter. Any cold weather protection required to complete permanent concrete work in 2023 will be at the Contractor's expense,

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer four (4) weeks in advance of the selected start date in 2023. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

The Contractor shall notify the City Engineer a minimum of three (3) weeks in advance of the selected start date in 2024. If notice is not provided, the start date may be delayed, and no additional compensation or time extensions will be granted for failure to provide the required notice.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City of Madison from the Contractor for failure to restore disturb areas before winter shutdown shall be \$500 per calendar day, per location.

BID ITEM 20219 – BREAKER RUN

It is assumed that 25% of Hudson Avenue (Oakridge Avenue to Atwood Avenue), and Miller Avenue (Willard Avenue to Atwood Avenue), Willard Avenue (Ohio Avenue to Elmside Boulevard), Center Avenue (Hudson Avenue to Miller Avenue), and Sommers Avenue (Hudson Avenue to Miller Avenue) will have to be undercut 1 foot and that material will be wasted. The Contractor shall place Breaker Run and Geotextile Fabric Type SAS (Non-Woven) in the undercut areas, paid under the appropriate bid item.

BID ITEM 20336 – PIPE PLUG

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

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

BID ITEM 20401 – CLEARING
BID ITEM 20406 – GRUBBING

DESCRIPTION

These bid items are to be used for Clearing and Grubbing trees as shown on the plans. All work for clearing and grubbing shall be completed per Article 204 of the Standard Specifications except the Contractor shall be paid for the removal of trees and shrubs under 3 inches. City Forestry removed six trees prior to bidding (2426 Willard Avenue, 2702 Willard Avenue, (2) 2429 Center Avenue, 2702 Center Avenue, & 2702 Sommers Avenue), the stumps remain and need to be removed. The Contractor shall remove the tree shown on the plans along 2802 Center Avenue, City Forestry will not be removing it.

METHOD OF MEASUREMENT

Clearing and Grubbing shall be measured and paid per Inch Diameter for completed work.

BASIS OF PAYMENT

Clearing and Grubbing, measured as provided above, shall be paid per inch diameter, shall be payment in full for furnishing all labor and equipment for all clearing and grubbing actually required and performed, and the handling and disposal of all debris resulting from clearing and grubbing.

SECTION 210.1(d) STREET SWEEPING

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

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

All trees within the project limits require a minimum of 10 foot hand form curb section along the trunk. The Contractor shall work with City Forestry and the Construction Engineer to determine specific guidelines for hand forming curb and gutter along the trees.

BID ITEM 40231 – ASPHALT DRIVE & TERRACE

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

BID ITEM 40301 – FULL WIDTH GRINDING

The contract quantity is an undistributed amount to be used at the direction of the Construction Engineer.

ARTICLE 500

SEWER AND SEWER STRUCTURES GENERAL

SANITARY SEWER GENERAL

This project shall include installing approximately 3,159 feet of new 8" and 10" PVC SDR-35 and C900 sewer main and 1,850 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 3,193 feet of new storm sewer main of various sizes ranging from 12" to 42" circular 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.

Structure S-30B as noted on the plan set, shall be constructed per sheet D-3 and U-14. The contractor shall be paid a quantity of two (2) under BID ITEM 50768 TERRACE INLET TYPE 3 for completing installation of structure S-30B as shown in the plan set.

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The trench patches shall be installed over sanitary sewer and storm sewer trenches at the Miller Avenue/Atwood Avenue and Willard Avenue/Elmside Boulevard intersections in areas that are in excess of the project sawcut limits, as shown on the plan set.

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 five (5) additional undistributed ULOs to be performed at the direction of the Engineer.

BID ITEM 90001 – TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the Contractor selected location of the temporary crosswalk, installation of a temporary ramp shall be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

Furnish a hard temporary surface material consisting of hot mix asphaltic surface or any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material, cold patch, and rubber matting is not acceptable.

Any temporary crossings servicing Atwood Avenue across Hudson Avenue and Miller Avenue shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at these locations.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Construction Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access shall require removing and relaying the material in the same location.

Depending on the selected location for the temporary crosswalk, the Contractor shall also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access shall be measured as Each acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

Temporary Crosswalk Access, as measured above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90002 – MODIFIED TYPE ‘A’ CONCRETE CURB & GUTTER

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Modified Type ‘A’ Concrete Curb & Gutter as shown on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications,

METHOD OF MEASUREMENT

Modified Type ‘A’ Concrete Curb & Gutter shall be measured by the linear foot along the face of curb installed and accepted.

BASIS OF PAYMENT

Modified Type ‘A’ Concrete Curb & Gutter, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90003 – MODIFIED TYPE ‘X’ CONCRETE CURB & GUTTER

DESCRIPTION

This item includes all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to construct Modified Type ‘X’ Concrete Curb & Gutter as shown on the plans. All work shall be performed per Part III of the City of Madison Standard Specifications,

METHOD OF MEASUREMENT

Modified Type ‘X’ Concrete Curb & Gutter shall be measured by the linear foot along the face of curb installed and accepted.

BASIS OF PAYMENT

Modified Type 'X' Concrete Curb & Gutter, as measured above, will be full compensation at the contract unit price for all materials, equipment, labor, forming, sealing, finishing and incidentals necessary to complete the work as provided in the description.

BID ITEM 90004 – REMOBILIZATION

DESCRIPTION

The bid item shall be used if the Contractor completes some work in 2023 and must return to complete the remaining work in 2024. Prior to shutting down for the winter season, the Contractor shall restore all areas with temporary pavement as described under Prosecution of Work. Temporary surface materials are incidental to the contract. The Contractor shall then fully remove all equipment and materials from the project site and re-open to traffic for the winter. To qualify for this item, the Contractor shall install a minimum of 500 feet of permanent underground utilities in 2023 to receive the full payment of this bid item. No partial payment will be paid for work completed under 500 feet.

METHOD OF MEASUREMENT

Remobilization shall be measured by Lump Sum, acceptably completed.

BASIS OF PAYMENT

Remobilization, as measured above, will be paid at the contract unit price which is full compensation set forth in the description.

BID ITEM 90005 – REMOVE, SALVAGE & REINSTALL BIKE RACK, SINGLE STALL

DESCRIPTION

This work shall consist of removing the existing bollard bike racks, salvaging and storing the bike racks in a secure location, and re-installing the bike racks on new concrete sidewalk. There are three (3) galvanized single stall bike racks located within the terrace along 2701 Atwood Avenue on Hudson Street, and the locations of the bike racks to be removed, salvaged, and reinstalled are indicated on the plans.

MATERIALS

Any bike racks that are damaged by the Contractor and require replacement shall conform to the following. All bike racks shall be galvanized steel. Acceptable single stall bike racks are: "Bike Hitch" made by Dero, "Post & Ring" made by Saris, or approved equal. The Contractor shall install the same style of rack for bike racks. More information regarding bike racks can be found on the City Traffic Engineering website at: <http://www.cityofmadison.com/trafficEngineering/documents/MadisonBikeParking20100715.pdf>

CONSTRUCTION

The Contractor shall remove the bike racks, taking care to not damage the surface or bend, dent, twist or cause any other sort of damage to the racks. Damaged racks shall either be repaired or replaced at the Contractor's cost.

Upon removal of the bike racks, the Contractor shall store the bike rack in a secure location to ensure that the bike rack isn't stolen, lost or damaged by equipment. Once removed, it is the Contractor's responsibility to ensure that the bike rack remains in sound condition and in their possession. If the rack is lost, stolen or damaged during the time, it shall be repaired or replaced at the contractor's cost.

Reinstall bike racks with stainless steel bolt and anchor system according to manufacturer's instructions in locations shown on the plans. Install plastic shims under the base of the bike rack to elevate the anchoring location slightly above the sidewalk; coordinate shim placement with the Construction Engineer. The

locations of the bike racks shall match the location prior to construction or be in approved alternate location as indicated on the plans or as directed by the Construction Engineer.

METHOD OF MEASUREMENT

Remove, Salvage & Reinstall Bike Rack, Single Stall shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

Remove, Salvage & Reinstall Bike Rack, Single Stall, as measured above, will be paid for at the contract unit price, which shall be payment in full for removing, salvaging, hauling, storing and reinstalling; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90006 – PAVEMENT MARKING EPOXY, YIELD LINE TRIANGLE (2'X3')

DESCRIPTION

Work under this item shall include the furnishing and application of yield line pavement markings as shown on the plans. The pavement markings shall conform to all aspects of the current edition of the Wisconsin Department of Transportation Standard Specifications, Part 6 Section 646 & Section 647 as they pertain to the bid items within this section, except for the measurement of items described in the following section, shall apply.

METHOD OF MEASUREMENT

Pavement Marking Epoxy, Yield Line Triangle (2'x3') shall be measured by Each, acceptably installed, as shown on the plan.

BASIS OF PAYMENT

Pavement Marking Epoxy, Yield Line Triangle (2'x3'), as measured above, will be paid for at the contract price, which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90007 – REMOVE AND SALVAGE BRICKS AND ROCKS

DESCRIPTION

This bid item includes all work, equipment and incidentals necessary to Remove and Salvage Bricks and Rocks in the terrace at 2705 Center Avenue. At this location, there are existing brick and rock pavers/decorations used for a terrace garden. The Contractor shall remove the bricks and rocks in accordance with Article 203 of the City of Madison Standard Specifications, and place them behind the sidewalk in coordination with the property owner Dee Spolum, deespolum@gmail.com. The Contractor shall also remove any base material for the bricks and rocks as necessary to allow for restoration with topsoil only. Removal of the base material shall be considered incidental to this bid item.

METHOD OF MEASUREMENT

Remove and Salvage Bricks and Rocks shall be measured as a Lump Sum.

BASIS OF PAYMENT

Remove and Salvage Bricks and Rocks, as measured above, will be paid for at the contract price, which shall be full compensation for all work, equipment, and incidentals necessary to complete this bid item as outlined in the description.

BID ITEM 90008 – REMOVE, SALVAGE, AND REINSTALL BLOCK WALL

DESCRIPTION

This item includes all work necessary to remove the existing block wall, salvage the blocks, and reinstall the block wall along the northwest corner of the Hudson Avenue and Willard Avenue intersection, 2426 Willard Avenue. The Contractor shall remove the existing boulder wall as necessary to complete the curb ramp construction matching the final grades on the plans. Removed blocks shall be stored outside the slope intercept within 2426 Willard Avenue property near the right-of-way away from trees. If stored outside the right-of-way but in what was to be an undisturbed area, the Contractor shall restore the area with topsoil, terrace seed, and erosion mat. The Contractor shall use the salvaged blocks to reinstall a block wall behind the sidewalk to meet the final grades on the plans and match the existing block wall undisturbed by construction activities. If existing woven filter fabric is encountered behind the wall, it shall be replaced when the block wall is reinstalled.

All excavation, grading, fabrics and base preparation necessary to install the block wall are included with this item. If necessary to reinstall the wall as it was prior to construction, the Contractor shall provide additional blocks, matching the approximate size, color and shape of the salvaged blocks. This includes replacement of any blocks that may have been lost or damaged during the removal or while salvaged. The final limits of the block wall shall be restored with topsoil, seed and erosion mat, which shall be paid under the appropriate bid items.

METHOD OF MEASUREMENT

Remove, Salvage, and Reinstall Block Wall shall be measured by the Lump Sum.

BASIS OF PAYMENT

Remove, Salvage, and Reinstall Block Wall, as measured above, will be paid at the contract price which shall be full compensation for all labor, equipment, hauling, storage and incidentals necessary to acceptably complete the work as described.

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 or R-3067-7004-V (whichever casting is called for on storm schedule) 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

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

BASIS OF PAYMENT

3'X6' Storm SAS shall be measured as described above which shall be full payment for all work, materials, and incidentals required to complete the work in accordance with the description

BID ITEM 90031 – STORM WATER CONTROL

DESCRIPTION

Work under this item shall include dewatering of existing storm sewer main, as needed, and shall also include any bypassing of storm water or work to prevent storm water from entering the existing storm sewer. All dewatering shall comply with ARTICLE 502 of the City of Madison Standard Specifications for Public Works Construction Latest Edition and all dewatering or storm control methods shall be approved by the Engineer prior to the start of work.

Work under this item shall include any bypassing of storm water from the 3'x 2' box culvert as needed for removal and replacement of that box culvert with new storm sewer main.

METHOD OF MEASUREMENT

Storm Water Control shall be measured as lump sum for all work completed and accepted.

BASIS OF PAYMENT

Storm Water Control shall be measured as described above and shall be paid at the contract unit price, which shall be considered full compensation for furnishing all labor, materials, equipment, and incidentals to complete work described above.

BID ITEM 90032 –RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED)

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

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 (UNDISTRIBUTED)

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

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.



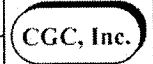
Legend

⊗ Denotes Boring Location

Notes

1. Soil Borings performed by America's Drilling Co. in September 2022
2. Boring locations are approximate

Scale: Reduced

Job No. C22051-14		SOIL BORING LOCATION MAP Hudson Avenue Area Madison, Wisconsin
Date: 9/2022		



LOG OF TEST BORING

Project Hudson Ave. Area
 Sommers: 190'E of Hudson, 5'N of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 886±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	w	LL	PL	LOI
					5	5 in. Asphalt Pavement/4.5 in. Concrete Pavement/7 in. Base Course					
1	8	M	5		5-9	Very Stiff, Brown Lean CLAY (CL - Possible Fill to 3')	(2.5)				
2	12	M	9		9-12		(2.25)				
3	0	-	50/2"		12-17	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM) (Very Dense near 5.5' due to probable cobble or boulder)					
4	16	M	17		17-23						
5	14	M	23		23-34						
6	12	M	34		34-15						
					15	End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch					
					20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/15/22 End 9/15/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
Hudson: 65'N of Oakridge, 9'E of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 881±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
					5 in. Asphalt Pavement/7 in. Base Course					
1	10	M	7		Stiff to Medium Stiff, Brown Lean CLAY (CL)	(1.5)				
2	14	M	5		Becoming Sandy Near 4'	(1.0)				
3	0	-	48		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	18	M	18							
5	10	M	22							
6	10	M	22							
				15	End of Boring at 15 ft					
					Backfilled with bentonite chips and asphalt patch					
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
Hudson: 100'S of Center, 10'E of Centerline
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 889±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LOI
					6 in. Asphalt Pavement/4 in. Concrete Pavement					
1	10	M	7		Very Stiff to Hard, Brown Lean CLAY (CL)	(2.5)				
2	6	M	12			(4.5+)				
3	10	M	25		Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Little Silt (SP-SM)					
4	12	M	24							
5	12	M	25		Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	18	M	31							
End of Boring at 15 ft										
Backfilled with bentonite chips and asphalt patch										

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
Hudson: 110'S of Sommers, 10'E of Centerline
 Location Madison, WI

Boring No. 4
 Surface Elevation (ft) 888±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE E	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					0	5 in. Asphalt Pavement/4 in. Concrete Pavement/ 2 in. Base Course				
1		0	-	5	5	Brown Lean CLAY (CL - Possible Fill)				
2		12	M	9	9	Loose, Brown Clayey Fine SAND (SC)				
3		12	M	13	13	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
4		10	M	19	19					
5		10	M	19	19					
6		14	M	23	23					
					15	End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch				
					20					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
Hudson: 60'S of Atwood, 6'E of Centerline
 Location Madison, WI

Boring No. 5
 Surface Elevation (ft) 883±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
					5 in. Asphalt Pavement/5 in. Concrete Pavement					
1	8	M	10		Stiff, Brown Lean CLAY, Trace Sand (CL)	(1.5)				
2	12	M	8			(1.5)				
3	14	M	5		Loose to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	14	M	16							
5	16	M	24							
6	18	M	79							
				15	End of Boring at 15 ft					
					Backfilled with bentonite chips and asphalt patch					
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/15/22 End 9/15/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
 Center: 190'W of Miller, 6'N of Centerline
 Location Madison, WI

Boring No. 6
 Surface Elevation (ft) 884±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
					X	4 in. Asphalt Pavement/4 in. Concrete Pavement/ 3 in. Base Course				
1	3	M	5		/	(1.0)				
2	12	M	8		/	(1.5)				
				5	-	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	10	M	24		-					
4	14	M	21		-					
				10	-	Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Little Silt (SP-SM)				
5	12	M	25		-					
6	18	M	28		-					
				15	-	End of Boring at 15 ft				
					-	Backfilled with bentonite chips and asphalt patch				
				20	-					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
 Willard: 35'W of Hudson, 5'N of Centerline
 Location Madison, WI

Boring No. 7
 Surface Elevation (ft) 888±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (qa) (tsf)	W	LL	PL
					0					
					0	8 in. Asphalt Pavement/3 in. Base Course				
1	█	10	M	10	0	Very Stiff, Brown Lean CLAY (CL - Possible Fill)				
					10					
2	█	12	M	11	10	Stiff, Brown Sandy Lean CLAY, Trace Gravel (CL)				
					11					
					11	(1.5)				
					15					
3	█	2	M	27	15	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
					27					
4	█	14	M	15	15	Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Little Silt (SP-SM)				
					15					
5	█	14	M	18	18	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
					18					
6	█	14	M	28	18	Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Little Silt (SP-SM)				
					28					
					15	End of Boring at 15 ft				
					15	Backfilled with bentonite chips and asphalt patch				
					20					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/15/22 End 9/15/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
 Willard: 35'W of Miller, 6'N of Centerline
 Location Madison, WI

Boring No. 8
 Surface Elevation (ft) 875±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
				0	⊗	4 in. Asphalt Pavement/5 in. Base Course				
1	6	M	4	4	▨	FILL: Medium Stiff to Stiff Brown Clay Mixed with Sand and Topsoil				
2	6	M	9	9	▨	(1.75)				
3	14	M	12	12	▨	(1.25)				
4	12	M	16	16	▨					
5	16	M	20	20	▨					
6	16	M	26	26	▨					
				15		End of Boring at 15 ft				
				20		Backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/15/22 End 9/15/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
Willard: 65'W of Elmside, 4'N of Centerline
 Location Madison, WI

Boring No. 9
 Surface Elevation (ft) 875±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LOI
					X	5 in. Asphalt Pavement/4 in. Concrete Pavement/ 3 in. Base Course				
1	14	M	7		Hatched	Stiff, Brown Lean CLAY (CL)				
					Dotted	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
2	0	-	30							
3	6	M	12							
4	12	M	11							
5	14	M	12							
6	16	M	22							
				15		End of Boring at 15 ft				
						Backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/15/22 End 9/15/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
 Miller: 45'N of Willard, 6'E of Centerline
 Location Madison, WI

Boring No. 10
 Surface Elevation (ft) 875±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LOI
					X	5 in. Asphalt Pavement/5 in. Base Course				
1	6	M	9		█	FILL: Loose Brown Silty Sand with Gravel and Clay				
2	14	M	9		█	Loose to Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
3	12	M	18	5	█					
4	14	M	19	10	█					
5	10	M	23		█					
6	12	-	26	15	█					
				20		End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch				

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
 Miller: 50'N of Center, 10'E of Centerline
 Location Madison, WI

Boring No. 11
 Surface Elevation (ft) 888±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	REMARKS (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LOI
				0	7 in. Asphalt Pavement/4 in. Base Course					
1	12	M	11	11	Very Stiff, Brown Lean CLAY (CL)	(3.0)				
2	14	M	13	13	Hard, Brown Sandy Lean CLAY, Trace Gravel (CL)	(4.5+)				
3	12	M	22	22	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	3	M	40	40						
5	14	M	28	28						
6	14	M	41	41						
				15	End of Boring at 15 ft Backfilled with bentonite chips and asphalt patch					
				20						

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Hudson Ave. Area
 Miller: 40'N of Sommers, 10'E of Centerline
 Location Madison, WI

Boring No. 12
 Surface Elevation (ft) 883±
 Job No. C22051-14
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		q _u (qa) (tsf)	W	LL	PL	LOI
1	6	M	5	5	5 in. Asphalt Pavement/6 in. Concrete Pavement/ 6 in. Base Course FILL: Stiff Brown Clay with Sand and Gravel Stiff, Brown Sandy Lean CLAY (CL)	(1.25)				
2	6	M	17	17	Stiff, Brown Sandy Lean CLAY (CL)	(1.25)				
3	14	M	28	28	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	10	M	15	15						
5	12	M	26	26						
6	14	M	20	20						
15					End of Boring at 15 ft					
20					Backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS

GENERAL NOTES

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

Start 9/16/22 End 9/16/22
 Driller ADC Chief KD Rig CME-55
 Logger DB Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



Department of Public Works
Engineering Division
James M. Wolfe, P.E., City Engineer

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

Assistant City Engineer
Bryan Cooper, AIA
Gregory T. Fries, P.E.
Chris Petykowski, P.E.

Deputy Division Manager
Kathleen M. Cryan

Principal Engineer 2
John S. Fahrney, P.E.
Janet Schmidt, P.E.

Principal Engineer 1
Mark D. Moder, P.E.
Andrew J. Zwieg, P.E.

Financial Manager
Steven B. Danner-Rivers

July 11, 2023

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8659
HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE
ASSESSMENT DISTRICT - 2023**

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

PLANS:

Remove and replace the sheet U-13 and U-14 with the attached plan sheets. Sheet U-13 was revised to show invert elevations for structures that were missing the information. U-14 has no revisions but was reprinted for formatting.

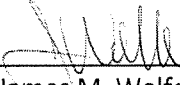
Please acknowledge this addendum on page E1 of the contract documents and/or in Section E: Bidder's Acknowledgement on Bid Express.

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,



James M. Wolfe, P.E., City Engineer

**HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE
ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8659

DATE: 7/13/23

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$2,000.00	\$2,000.00
10721 - TRAFFIC CONTROL SIGNS - PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$30.00	\$210.00
10720 - TRAFFIC CONTROL SIGNS - PORTABLE ARROW BOARD - DAYS	7.00	\$60.00	\$420.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	425.00	\$0.60	\$255.00
10912 - MOBILIZATION - L.S.	1.00	\$306,572.40	\$306,572.40
20101 - EXCAVATION CUT - C.Y.	6900.00	\$27.00	\$186,300.00
20130 - UNDERDRAIN - L.F.	2400.00	\$18.00	\$43,200.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)- S.Y.	3300.00	\$2.15	\$7,095.00
20219 - BREAKER RUN - TON	2400.00	\$18.00	\$43,200.00
20221 - TOPSOIL - S.Y.	3000.00	\$10.00	\$30,000.00
20301 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	250.00	\$2.55	\$637.50
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - L.F.	320.00	\$1.75	\$560.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	6100.00	\$0.01	\$61.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	6950.00	\$5.40	\$37,530.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	25900.00	\$3.00	\$77,700.00
20401 - CLEARING - I.D.	3.00	\$50.00	\$150.00
20406 - GRUBBING - I.D.	122.00	\$50.00	\$6,100.00
20701 - TERRACE SEEDING - S.Y.	3000.00	\$2.40	\$7,200.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	3000.00	\$3.40	\$10,200.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	5800.00	\$21.01	\$121,858.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	1150.00	\$27.07	\$31,130.50
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	850.00	\$35.35	\$30,047.50
30301 - 5-INCH CONCRETE SIDEWALK - S.F.	17300.00	\$7.95	\$137,535.00
30302 - 7-INCH CONCRETE SIDEWALK AND DRIVE - S.F.	8600.00	\$8.65	\$74,390.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	510.00	\$40.40	\$20,604.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	4500.00	\$23.50	\$105,750.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	5500.00	\$23.50	\$129,250.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	2100.00	\$76.87	\$161,427.00
40218 - TACK COAT - GAL	580.00	\$3.03	\$1,757.40
40231 - ASPHALT DRIVE & TERRACE - S.Y.	50.00	\$52.00	\$2,600.00
40301 - FULL WIDTH GRINDING - S.Y.	500.00	\$1.21	\$605.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F. - L.F.	1400.00	\$3.35	\$4,690.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-IN - L.F.	375.00	\$10.05	\$3,768.75
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F. - L.F.	250.00	\$13.35	\$3,337.50
60819 - PAVEMENT MARKING EPOXY, CURB - L.F. - L.F.	1600.00	\$12.95	\$20,720.00
60881 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	200.00	\$4.95	\$990.00
70104 - ADJUST WATER VALVE BOX - EACH	37.00	\$120.00	\$4,440.00
90001 - TEMPORARY CROSSWALK ACCESS - EACH	2.00	\$1,600.00	\$3,200.00
90002 - MODIFIED TYPE 'A' CONCRETE CURB & GUTTER - L.F.	95.00	\$55.56	\$5,278.20
90003 - MODIFIED TYPE 'X' CONCRETE CURB & GUTTER - L.F.	215.00	\$55.56	\$11,945.40
90004 - REMOBILIZATION - L.S.	1.00	\$1.00	\$1.00
90005 - REMOVE, SALVAGE & REINSTALL BIKE RACK, SINGLE STALL - EACH	3.00	\$465.01	\$1,395.03
90006 - PAVEMENT MARKING EPOXY, YIELD LINE TRIANGLE (2' X 3') - EACH	16.00	\$25.25	\$404.00
90007 - REMOVE AND SALVAGE BRICKS AND ROCKS - L.S.	1.00	\$1,500.00	\$1,500.00
90008 - REMOVE, SALVAGE, AND REINSTALL BLOCK WALL - L.S.	1.00	\$2,000.00	\$2,000.00
20217 - CLEAR STONE - TON	1600.00	\$11.00	\$17,600.00

**HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE
ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8659

DATE: 7/13/23

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011 - CONSTRUCTION ENTRANCE - EACH	10.00	\$625.00	\$6,250.00
21013 - STREET SWEEPING - L.S.	1.00	\$8,000.00	\$8,000.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	23.00	\$260.00	\$5,980.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	50.00	\$10.00	\$500.00
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	18.00	\$160.00	\$2,880.00
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	24.00	\$80.00	\$1,920.00
21034 - INLET PROTECTION TYPE C - REMOVE - EACH	18.00	\$25.00	\$450.00
21049 - INLET PROTECTION RIGID FRAME - PROVIDE & INSTALL - EACH	43.00	\$350.00	\$15,050.00
21050 - INLET PROTECTION RIGID FRAME - MAINTAIN - EACH	60.00	\$100.00	\$6,000.00
21051 - INLET PROTECTION RIGID FRAME - REMOVE - EACH	43.00	\$50.00	\$2,150.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	919.00	\$108.00	\$99,252.00
50741 - TYPE H INLET - EACH	38.00	\$3,000.00	\$114,000.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	21.00	\$790.00	\$16,590.00
20313 - REMOVE INLET - EACH	18.00	\$385.00	\$6,930.00
20314 - REMOVE PIPE - L.F.	3072.00	\$4.40	\$13,516.80
20336 - PIPE PLUG (STORM) - EACH	26.00	\$200.00	\$5,200.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	3193.00	\$0.01	\$31.93
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	45.00	\$158.00	\$7,110.00
50402 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	739.50	\$112.00	\$82,824.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	995.50	\$117.00	\$116,473.50
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	161.00	\$184.00	\$29,624.00
50410 - 42 INCH TYPE I RCP STORM SEWER PIPE - L.F.	356.50	\$244.00	\$86,986.00
50419 - 19 INCH X 30 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	21.50	\$165.00	\$3,547.50
50723 - 3'X3' STORM SAS - EACH	22.00	\$3,800.00	\$83,600.00
50725 - 5X5' STORM SAS - EACH	6.00	\$8,700.00	\$52,200.00
50768 - TERRACE INLET TYPE 3 - EACH	2.00	\$5,200.00	\$10,400.00
50792 - STORM SEWER TAP - EACH	1.00	\$1,540.00	\$1,540.00
50793 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	2.00	\$1,720.00	\$3,440.00
50794 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$1,720.00	\$1,720.00
50801 - UTILITY LINE OPENING (STORM) - EACH	50.00	\$220.00	\$11,000.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	432.00	\$15.00	\$6,480.00
90030 - 3'X6' STORM SAS - EACH	1.00	\$6,550.00	\$6,550.00
90031 - STORM CONTROL - L.S.	1.00	\$100.00	\$100.00
90032 - RELOCATE WATER LATERAL SERVICE (UNDISTRIBUTED) - EACH	25.00	\$1,220.00	\$30,500.00
90033 - RELOCATE WATER MAIN (UNDISTRIBUTED) - EACH	5.00	\$5,200.00	\$26,000.00
20335 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	0.90	\$1,700.00	\$1,530.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	5009.00	\$0.01	\$50.09
50301 - 8" PVC SANITARY SEWER PIPE (SDR 35) - L.F.	2127.00	\$135.00	\$287,145.00
50321 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F.	675.00	\$183.00	\$123,525.00
50322 - 10" PVC PRESSURE SANITARY SEWER PIPE - L.F.	357.00	\$215.00	\$76,755.00
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	1149.00	\$36.00	\$41,364.00
50355 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	701.00	\$40.00	\$28,040.00
50356 - RECONNECT - EACH	57.00	\$2,070.00	\$117,990.00
50357 - RECONNECT - PRESSURE PIPE - EACH	34.00	\$2,430.00	\$82,620.00
50361 - WASTEWATER CONTROL - L.S.	1.00	\$13,850.00	\$13,850.00
50390 - SEWER ELECTRONIC MARKERS - EACH	184.00	\$40.00	\$7,360.00
50701 - 4' DIA SANITARY SAS - EACH	20.00	\$4,300.00	\$86,000.00
50771 - INTERNAL CHIMNEY SEAL - EACH	2.00	\$330.00	\$660.00
50791 - SANITARY SEWER TAP - EACH	3.00	\$1,400.00	\$4,200.00
96 Items	Totals		\$3,396,000.00



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

Deputy City Engineer
 Gregory T. Fries, P.E.

Deputy Division Manager
 Kathleen M. Cryan

Principal Engineer 2
 John S. Fahmey, P.E.
 Christopher J. Petykowski, 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

Land Information & Official Map 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)
 (individually or 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, 2022 through January 31, 2024.

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

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

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

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

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

PRINCIPAL

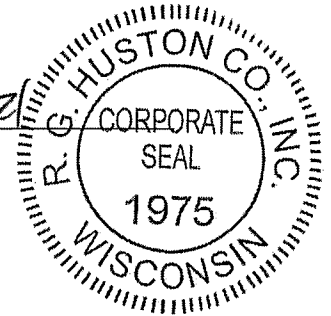
R. G. Huston Co., Inc.

COMPANY NAME

AFFIX SEAL

DATE

December 23, 2021



By:

SIGNATURE AND TITLE

[Handwritten Signature] - *secy/treas.*

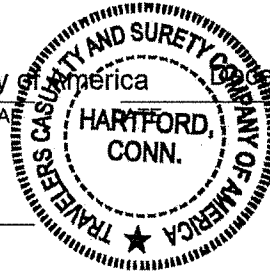
SURETY

Travelers Casualty and Surety Company of America

COMPANY NAME

AFFIX SEAL

December 21, 2021



By:

SIGNATURE AND TITLE

Jonathan Lucas, Attorney-In-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 20049489 for the year 2021 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 21, 2021

DATE

AGENT SIGNATURE

20975 Swenson Drive - Suite 175

ADDRESS

Waukesha, Wisconsin 53186

CITY, STATE AND ZIP CODE

262-317-8045

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**

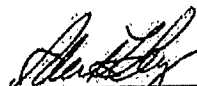
POWER OF ATTORNEY

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 **JONATHAN LUCAS** of **MILWAUKEE**, Wisconsin, their true and lawful Attorney(s)-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 21st day of April, 2021.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 21st day of December, 2021.




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of August in the year Two Thousand and Twenty-Three 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 AUGUST 1, 2023, 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:

HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8659

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 THREE HUNDRED NINETY-SIX THOUSAND AND NO/100 (\$3,396,000.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date 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.

**HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND
SOMMERS AVENUE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8659**

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] 7/20/23
Date
Witness

[Signature] 7/20/23
Date
Witness

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

[Signature] 7/20/23
Date
President

[Signature] 7/20/23
Date
Secretary



CITY OF MADISON, WISCONSIN

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

[Signature] 8/9/2023
Date
Finance Director

[Signature] 8/14/23
Date
Witness

[Signature] 8/18/23
Date
Witness

Approved as to form:

[Signature] 8-9-23
Date
City Attorney

[Signature] 8/14/23
Date
Mayor

[Signature] 8-8-23
Date
City Clerk

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 Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE MILLION THREE HUNDRED NINETY-SIX THOUSAND AND NO/100 (\$3,396,000.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**HUDSON AVENUE, MILLER AVENUE, WILLARD AVENUE, CENTER AVENUE, AND SOMMERS AVENUE ASSESSMENT DISTRICT - 2023
CONTRACT NO. 8659**

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 2nd day of August, 2023

Countersigned:

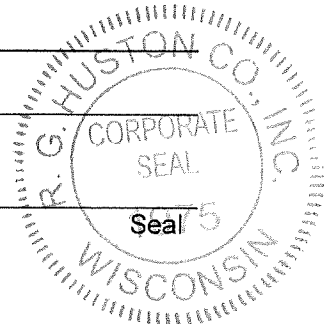
Dennis Richards
Witness

[Signature]
Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)

[Signature]
President



Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America

Surety Seal

Salary Employee Commission

By *[Signature]*
Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6523593 for the year 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

August 2, 2023
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 **JENNY L HIRTH** of **MADISON**, Wisconsin, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

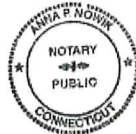
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 August 2023




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**