

\$1,945,230.00

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

2024

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

OHMEDA DRIVE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 9362

MUNIS NO. 13810

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 16, 2024

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

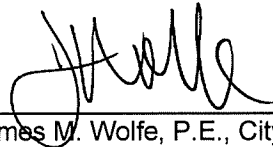
**OHMEDA DRIVE ASSESSMENT DISTRICT - 2022
CONTRACT NO. 9362**

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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: az

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:	OHMEDA DRIVE ASSESSMENT DISTRICT - 2022
CONTRACT NO.:	9362
SBE GOAL	9%
BID BOND	5%
SBE PRE BID MEETING (2:00 P.M.)	3/14/2024
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	3/14/2024
BID SUBMISSION (2:00 P.M.)	3/21/2024
BID OPEN (2:30 P.M.)	3/21/2024
PUBLISHED IN WSJ	3/07/2024 & 3/14/2024

SBE PRE BID MEETING: Pre-Bid Meetings are being held virtually. Advance registration is required. Visit the SBE Meeting web page on Engineering's web site:

<https://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-bid-public-works-contracts/small-business>.

Questions regarding SBE Program requirements may be directed to Tracy Lomax, Affirmative Action Division. Tracy may be reached at (608) 267-8634, 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 - 2024 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)l. of the General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms.

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

- 201 Asphalt Paving
- 205 Blasting
- 210 Boring/Pipe Jacking
- 215 Concrete Paving
- 220 Con. Sidewalk/Curb & Gutter/Misc. Flat Work
- 221 Concrete Bases and Other Concrete Work
- 222 Concrete Removal
- 225 Dredging
- 230 Fencing
- 235 Fiber Optic Cable/Conduit Installation
- 240 Grading and Earthwork
- 241 Horizontal Saw Cutting of Sidewalk
- 242 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) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

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

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

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

SECTION D: SPECIAL PROVISIONS

OHMEDA DRIVE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 9362

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 \$75,500 for a single trade contract; or equal to or greater than \$369,500 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, street lighting removal, existing site removals, sanitary sewer main, sanitary sewer laterals, water main, water services, storm sewer main, storm sewer structures, fiber line conduit adjustment, excavation, base preparation, curb and gutter, driveway aprons, concrete sidewalk, asphalt pavement, and pavement marking.

The reconstruction project limits for the work on Ohmeda Drive are between Femrite Drive to the cul-de-sac. The project is approximately 1,800 ft. in length.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

6002 Femrite Drive and 3204 Ohmeda Drive redeveloped in 2023. Final restoration work will finish in the spring of 2024. Riley Construction is the Prime Contractor and is currently operating construction activities on-site. The contact for Riley is Garrick Palay, garrickp@rileycon.com. The Contractor shall contact Riley with questions related to the site construction. It will be the responsibility of the Contractor to coordinate and work with Riley regarding site access, work along property lines, and the pond storm connection.

The Contractor shall contact Mark Baumunk, GE, 608-621-0580 or mark.baumunk@gehealthcare.com for any GE related information or questions.

City Engineering issued sanitary sewer plans for 3030 Ohmeda Drive CSM (City project #13825) contract #9802 for the construction of sanitary sewer from Meier Road to 6002 Femrite Drive. Riley Construction completed that work in 2023. Sanitary sewer work in this contract connects to the sanitary sewer installed as part of contract #9802.

The survey datum for the redevelopment of 6002 Femrite Drive and 3204 Ohmeda Drive is set 0.20' above the City datum. Contract #9802 uses the development datum. Work in this contract uses the City datum and control shown in the plans.

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

City Traffic Engineering will remove the existing street specific signs and the speed limit board within the right-of-way ahead of construction. Contact Sean Malloy, City of Madison Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987 to coordinate the removals.

Riley will remove the existing GE signs outside the right-of-way.

The Contractor shall remove the existing GE signs within the right-of-way.

The existing City Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduit crossings that are to be replaced must remain operational until temporary lighting is installed and operational.

Access to Properties

The Contractor shall maintain access to GE along Ohmeda Drive at all times. This includes employees, truck deliveries, mail delivery, garbage/recycling pickup, and emergency vehicles. The Contractor shall anticipate traffic entering the GE facility for the first employee shift between 6:30am-8:30 Monday through Friday. The first employee shift leaves and the second employee shift enters between 3:00pm-4:30pm Monday through Friday. The second employee shift leaves around 12:00am. GE has frequent semi-truck traffic throughout the day, approximate 5 per hour and less during the night. Notice shall be given to GE 48 hours before any work is done that would obstruct their driveways. The Contractor shall maintain access to at least two of the three GE (2930 Ohmeda Drive) driveways at all times for the duration of the project. The Contractor shall follow section 107.10 of the Standard Specifications with maintaining GE access. If the development contractor (Riley Construction Company, Inc) has a GE driveway closed, the Contractor shall not close additional GE driveways.

The Contractor shall maintain access to all properties along Femrite Drive at all times. This includes local residents, commercial properties, mail delivery, garbage/recycling pickup, and emergency vehicles. Notice shall be given to the residents and property owners on Femrite Drive 48 hours before any work is done that would obstruct their driveways.

The Contractor shall work with Riley Construction to maintain access to 6002 Femrite Drive and 3204 Ohmeda Drive for the duration of the project.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, fences, walls, steps 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 City 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 may 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, Charter Communications, MG&E (underground & overhead), and City Traffic Engineering have facilities within the project limits.

AT&T has underground communication facilities (fiber and copper) within the project limits that are in conflict within the Ohmeda Drive right-of-way. Anticipated conflicts with finished grade or within the proposed street subgrade are approximately at STA 102+75, 30' RT, STA 103+75, 36' LT, and STA 104+25, 30' LT. At STA 102+75, 30 RT, AT&T plans to lower the crossing 12 inches and adjust 3 feet north around new storm sewer during construction after the pavement is removed. AT&T would like to coordinate with the Contractor the exact location, the estimated time to complete this work is 1 day to complete. At STA 103+75, 36' LT and STA 104+25, 30' LT, AT&T plans to expose and pull cable back to the west 24 inches during construction, the estimated time to complete this work is 1 day to complete. The Contractor shall contact Matt Vachalik, MV5616@att.com to coordinate the work.

Charter Communications has an overhead facility attached to MG&E poles within the project limits that need to be relocated within the Femrite Drive right-of-way.

MG&E has overhead electric facilities and poles within the project limits with 1 conflict that needs to be relocated within the Femrite Drive right-of-way at STA 102+35, 50' LT. MG&E plans to complete this work ahead of construction. MG&E plans to install street lighting (wiring and bases) along Ohmeda Drive in the right-of-way during construction prior to the street restoration. MG&E anticipates the work to take 6 weeks to complete. The Contractor shall contact Tony Sanfratello, asanfratello@mge.com to coordinate the work and allow MG&E area to complete their work. After the project is complete, City Traffic Engineering crews will install the street poles and fixtures, the Contractor shall contact the City TE inspector (608-395-1975).

MG&E relocated gas facilities within the project limits that were conflict with proposed infrastructure along Ohmeda Drive in 2023 under permits ENGROW-2023-01190 and ENGROW-2023-01190. The existing gas facility from STA 102+25 to STA 115+20, 25'-50' RT was abandoned, and a new facility was installed from STA 102+25 to STA 115+20 along the east side right-of-way line. A new facility was installed crossing Ohmeda Drive to GE at approximately STA 115+20. The Contractor shall contact Roger Ahles, rahles@mge.com to discuss the relocation work.

City Traffic Engineering has an underground communication facility (fiber) within the project limits that is in conflict within Femrite Drive right-of-way. The work to relocate the communication facility is included with this contract. The Contractor shall contact Gretchen Aviles Pineiro, GAvilesPineiro@cityofmadison.com to discuss the work. Coordinate with City TE inspector (608-395-1975) prior to starting any electrical work. Fiber optic cable must be maintained. City TE inspector will determine if lowering the existing conduit and adjusting existing handhole will be feasible to avoid additional electrical work. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions. Notify City Traffic Engineering (395-1975) at least twenty-four (24) hours in advance of burying conduit.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of the City Construction Engineer. 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 may use drums as a channelizing device to separate traffic from work zone.

The work areas on Ohmeda Drive 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 City Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

Emergency vehicle access shall be maintained to all properties at all times.

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

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m.

to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the City Construction Engineer that permanent signing is in place and temporary traffic control may be removed.

Ohmeda Drive

Contractor shall place portable changeable message board at least one (1) week in advance of the lane closures on Ohmeda Drive, notifying the public of the start of construction. Message board are to be placed on Ohmeda Drive near the Femrite Drive project limits.

Message board shall read:

"OHMEDA
WORK
BEGINS

Day of Week
Month/Date"

GE access to Ohmeda Drive shall be maintained for the duration of the project. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available. The contractor shall refer to Chapter 6 in the MUTCD to provide adequate signs and taper lengths. The contractor may use drums as a channelizing device to separate traffic from work zone.

There is 1 possible access points for Ohmeda Drive – Ohmeda Drive at Femrite Drive. The intersection shall remain open at all times in order to maintain access to GE along Ohmeda Drive at all times. This includes employees, truck deliveries, mail delivery, garbage/recycling pickup, and emergency vehicles. The Contractor shall use the Temporary Asphalt Surface bid item to assist with maintaining GE access by adding temporary pavement to Ohmeda Drive during sanitary sewer, water main, storm sewer installation, and grading operations.

Femrite Drive

The contractor shall maintain full access on Femrite Drive for all lanes at all times except during working day lane closures. A flagging operation shall be used to direct and maintain two-way traffic when only one (1) lane of at least eleven (11) feet of width is available. Contractor is allowed two (2) calendar days of double (2) travel lane weekday closures on Femrite Drive from 7 a.m. to 7 p.m. at the intersection with Ohmeda Drive with the use of a flagging operation. Roadway shall be open to two-way traffic, including all lanes, in each direction during non-working hours.

Shoulder closures shall be allowed to construct the Ohmeda Drive connection to Femrite.

Notification When Closing Street

All Contractors shall give City Traffic Engineering (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of two (2) working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

Opening Of Section Of Street To Traffic

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven (7) working days to have permanent signs reinstalled. The contractor shall

leave in place all necessary traffic control until given notice by the City Construction Engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, City of Madison Traffic Engineering Division, smalloy@cityofmadison.com, 266-5987 with any questions concerning these traffic control specifications.

BID ITEM 10801 – ROOT CUTTING – CURB & GUTTER

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

SECTION 108.2 PERMITS AND LICENSING

The following permits are required (and have been or will be applied for by the City) for this project:

- City of Madison Erosion Control and Stormwater Management Permit
- Wisconsin Department of Natural Resources Notice of Intent (Stormwater Permit)
- Sewer Extension Permit (for gravity sanitary sewer)
- WI-DNR Chapter Wetland Discharge Permit (GP11)

These permits cover trench dewatering to a maximum of 70 gallons/minute from the project, provided appropriate control measures are in place. The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project. It shall be the responsibility of the Contractor to identify and obtain any other permits needed for construction. This includes type II dewatering, which may be needed to construct the proposed sewer utilities on this project.

It shall be the responsibility of the Contractor to obtain the permits listed below, if required, and to pay all applicable charges and fees associated with these permits.

- Wisconsin DNR Type II Dewatering

No work shall commence until all necessary permits are obtained. The Contractor shall be responsible for knowing, understanding, and meeting the conditions of all permits and shall keep a copy of each individual permit on site at all times throughout construction. Any questions pertaining to permit compliance shall be immediately brought to the attention of the Project or Construction Engineer.

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

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

SECTION 109.2 PROSECUTION OF WORK

All work shall be completed within **ONE-HUNDRED TWENTY (120) CALENDAR DAYS** or by **September 30, 2024, whichever is sooner.**

Work shall begin only after the start work letter is received. The Contractor shall notify the City Engineer three (3) weeks in advance of the selected start date for construction. 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.

BID ITEM 20101 – EXCAVATION CUT

Work under this item shall include all excavation required for Ohmeda Drive shown on the cross sections as well as the work within the grading limits shown on the plans.

Excavation Cut shall be paid as a pay plan quantity. This item shall be in accordance with Article 201 and 202 of the Standard Specifications. The plan quantity for excavation includes all necessary topsoil stripping. Reusing topsoil material from on-site shall be paid separately.

No bulking/expansion or shrink factors were used in determining earthwork quantities for this project. The earthwork summary is shown on the title sheet for this project, and a more detailed summary of earthwork quantities (unadjusted) is as follows:

Any material not suitable for reuse as part of the project shall be hauled offsite. Any material suitable for reuse as part of the project shall be stored onsite within the right-of-way. The Contractor shall contact Riley Construction to discuss storing earthwork materials temporary within the redevelopment outside the right-of-way to be reused on Ohmeda Drive.

Ohmeda Drive

Excavation Cut (per cross sections)

- Estimated Cut Material: 8,000 CY
- Estimated Undercut (assumed 15%): 400 CY
- Total Excavation Cut: 8,400 CY

BID ITEM 20141 – GEOSYNTHETIC REINFORCEMENT FABRIC

The contract quantity is an undistributed amount to be used at the direction of the City Construction Engineer when additional reinforcement is needed for undercut beyond the Geotextile Fabric Type SAS (Non-Woven), paid under the appropriate bid item.

BID ITEM 20201 – FILL BORROW

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

BID ITEM 20204 – SELECT FILL

Work under this item shall include all select fill required for Ohmeda Drive as shown on the cross sections as well as within the grading limits shown on the plans. Select fill shall be used in the fill areas of the Ohmeda Drive sidewalk and Femrite Drive after topsoil is removed.

Ohmeda Drive Sidewalk

Select Fill (per cross sections)

- Total Estimated Select Fill: 2,300 Ton

Total Unclassified Select Fill, paid under item 20204.....2,300
Ton

BID ITEM 20219 – BREAKER RUN

It is assumed that 15% of Ohmeda Drive will have to be undercut. 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 20221 – TOPSOIL

DESCRIPTION

Work under this item shall include all work, materials, labor and incidentals necessary to provide and place topsoil as necessary throughout the project. Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications.

The Contractor may reuse stripped topsoil from on site for restoration of disturbed areas as indicated on the plans or as directed by the City Construction Engineer. All topsoil material must meet the requirements of the Standard Specifications, including topsoil that is reused from on site, and it shall be free of noxious/ invasive weeds, stones, debris, and vegetable material, and free of excess peat, sand, or clay. Topsoil used in street terraces and backside of the sidewalk shall be shredded.

The areas of Ohmeda Drive and Femrite Drive where topsoil is to be placed, the Contractor shall install a minimum of 6" of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item.

When working around existing tree roots, the Contractor shall coordinate with City Forestry to determine the appropriate depth of topsoil to use so as not to damage the existing tree.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

BASIS OF PAYMENT

Topsoil, measured as provided above, will be paid at by the contract Square Yard, which price shall be payment in full compensation for furnishing, hauling, placing, and compacting the specified material, including all equipment, tools, labor and incidentals necessary to complete the work as specified.

BID ITEM 20321 – REMOVE CONCRETE PAVEMENT

The contract quantity is an undistributed amount to be used at the direction of the City Construction Engineer. A soil boring in the geotechnical report noted auger refusal of possible concrete under the existing asphalt and base course. The estimated area is STA 111+00 to STA 112+00.

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.

METHOD OF MEASUREMENT

These bid items for Clearing and Grubbing are to be measured and paid per Inch Diameter for completed work.

BASIS OF PAYMENT

These items, measured as provided above, will 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 21302 – CONSTRUCTION FENCING (PLASTIC)

The intent of this item is to delineate the area to which the Contractor shall confine their operations, to protect wetland areas until the Wisconsin DNR Chapter 30 Permit is issued. Once the permit is issued, the construction fencing may be removed.

The fencing shall be used as shown on the plans and freely at the direction of the Construction Engineer.

Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work.

BID ITEM 30203 – TYPE ‘X’ CONCRETE CURB & GUTTER

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

BID ITEM 30208 – HAND FORMED CONCRETE CURB & GUTTER

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

BID ITEM 40203 – HMA PAVEMENT 3 MT 58-28 S

BID ITEM 40204 – HMA PAVEMENT 4 MT 58-28 S

The bid item shall be used for the asphalt within Ohmeda Drive as well as the asphalt placed in the driveways servicing 2930 Ohmeda Drive.

BID ITEM 40231 – ASPHALT DRIVE & TERRACE

The bid item shall be used for the asphalt driveway servicing 6410 Femrite Drive.

BID ITEM 40301 – FULL WIDTH GRINDING

The contract quantity is to be used on Femrite Drive for the proposed watermain connection to the existing watermain.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

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

SANITARY SEWER GENERAL

This project shall include installing approximately 895 feet of new 10" sanitary sewer main, 6" and 8" sanitary laterals and sanitary access structures.

ASTM D3034 SDR-35 and SDR-26 sewer main as called for on the plan set shall be payable under (Bid Item 50301 and 50303). No additional compensation will be granted for ASTM D3034 SDR-26 pipe material. 6" sanitary laterals shall be payable under Bid Item 50352 and 8" laterals shall be payable under Bid Item 50301.

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 Sanitary Sewer Tap (Bid Item 50791). 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.

Connection of new pipes to existing structures shall connect at the end of the downstream sewer main pipe stub where installed at existing sewer access structures. Where it is not possible to connect at an elastomeric joint, the connection shall be installed at opening of the sewer access structure with a Kor-N-Seal (or approved other) boot connection.

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 removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar. All private storm connections to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

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

Precast structures are only allowed where specifically called for or 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.

Salvaged castings, grates, apron end, and gates may be reinstalled where feasible at the discretion of the Engineer and/or Inspector.

BID ITEM 50225 – UTILITY TRENCH PATCH TYPE III

The contract quantity is to be used on Femrite Drive for the proposed watermain connection to the existing watermain.

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.

BID ITEM 50797 – EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

SECTION 601 ELECTRICAL GENERAL REQUIREMENTS

The existing poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The contractor shall maintain existing fiber optic cable and conduit until new conduit and fiber are installed and splicing is coordinated with City IT (Taletha Skar, 608-261-9648)

Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit and base construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering Inspector, each (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Ryan Newman. He may be contacted at rnewman@madisonwater.org.

The project consists of furnishing and installing new, primarily 12-inch ductile iron water main, fittings and appurtenances on Ohmeda Drive within the project limits. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

DO NOT CLOSE ANY MAIN-LINE VALVES ON FEMRITE DRIVE. CLOSING VALVES WILL CAUSE WATER SERVICE DISRUPTIONS TO A LARGE NUMBER OF HOMES AND BUSINESSES.

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

WN1	Replace the existing lead service with a new copper service.
WN2	Extend and reconnect the existing copper service to the new water main.
WN3	Existing service to be abandoned when water main is cut-off.
WN4	Disconnect service from the old water main and reconnect the existing copper water service lateral to the new water main.
WN5	Relocate the existing fire hydrant.
WN6	Abandon water valve access structure.
WN7	Furnish and install the new top section for the water access structure.
WN8	Abandon the valve box.
WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90001 – REMOVE STREET LIGHTS

DESCRIPTION

Work under this item shall include but not limited to all work, materials, equipment, and incidentals necessary to Remove Street Lights. This work shall consist of removing street light bases, poles, fixtures, handholes, manholes, conduit, wiring, and disconnection of the electrical connection as shown in the plans. The Contractor shall contact Mark Baumunk, GE, 608-621-0580 or mark.baumunk@gehealthcare.com to de-energize the lights before the removal.

METHOD OF MEASUREMENT

Remove Street Lights shall be measured on a per unit basis acceptably removed.

BASIS OF PAYMENT

Remove Street Lights shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

BID ITEM 90002 – REMOVE BOLLARD

DESCRIPTION

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove concrete bollards within the project limits.

The existing concrete bollards are located on Ohmeda Drive between STA 117+25 and 118+75 RT. Remove the entire bollard per Article 203 of the Standard Specifications and as herein provided.

The existing bollards are within the existing concrete slab. The item also includes removal of any metal mounting bracket and bolts under the concrete.

METHOD OF MEASUREMENT

Remove Bollard shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove Bollard, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing bollard, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90003 – REMOVE WOOD POST

DESCRIPTION

This bid item includes all work, equipment, labor, hauling and incidentals necessary to remove wood posts within the project limits.

The existing wood posts are located on Ohmeda Drive between STA 119+00 and 119+50 RT. Remove the entire wood post per Article 203 of the Standard Specifications and as herein provided.

The existing wood posts are within the existing grass area. The item also includes removal of any concrete footing.

METHOD OF MEASUREMENT

Remove Wood Post shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove Wood Post, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing wood post, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90004 – REMOVE GATE

DESCRIPTION

Work under this item shall include but not limited to all work, materials, equipment, and incidentals necessary to remove GE's gate. This work shall consist of removing bases, poles, signs, steel frame, fencing material, wiring, and disconnection of the electrical connection as shown in the plans. The Contractor shall contact Mark Baumunk, GE, 608-621-0580 or mark.baumunk@gehealthcare.com to de-energize the gate before the removal.

The existing gate is located across Ohmeda Drive at STA 110+90. Remove the entire gate per Article 203 of the Standard Specifications and as herein provided.

METHOD OF MEASUREMENT

Remove Gate shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove Gate, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing gate, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90005 – REMOVE GE SIGN

DESCRIPTION

Work under this item shall include but not limited to all work, materials, equipment, and incidentals necessary to remove GE's signs within the right-of-way. This work shall consist of removing bases, slabs, poles, and signs as shown in the plans.

METHOD OF MEASUREMENT

Remove GE Sign shall be measured by Each unit acceptably removed.

BASIS OF PAYMENT

Remove GE Signs, measured as provided above, shall be paid for at the contract unit price, which price shall be payment in full for removing the existing sign, for any excavation, grading or installation of select fill; for disposing of removed material, and for furnishing all labor, tools, equipment, hauling and incidentals necessary to complete this item of work.

BID ITEM 90006 – TEMPORARY ASPHALT SURFACE

DESCRIPTION

This special provision describes providing, maintaining, and removing temporary asphalt surface for traffic control to maintain 2-way traffic along Ohmeda Drive. Place 3-inch hot mix asphalt over 6-inch gradation 2 crushed aggregate base course for a maximum width of 10-feet and an approximate length of 800-feet along the west side of Ohmeda Drive (STA 111+00.00 to STA 119+00.00). Place, compact, and level gradation 2 crushed aggregate foundation before placing the asphalt surface.

Do not exceed 5 percent longitudinal slope. Provide cross slope of 1 to 3 percent to maintain drainage. Maintain the surface with the specified joint and slope requirements. Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in section 201 of the Standard Specifications when no longer required.

METHOD OF MEASUREMENT

Temporary Asphalt Surface shall be measured by the Square Foot acceptably completed.

BASIS OF PAYMENT

Temporary Asphalt Surface shall be measured as described above shall be full payment for providing, maintaining, and removing temporary asphalt surface.

BID ITEM 90007 – ASPHALT FLUME

DESCRIPTION

Work under this bid item shall include all work, materials, equipment, and incidentals necessary to construct an asphalt flume from the proposed asphalt pavement to the bottom of the flat bottom swale at STA 115+32.18 RT.

The flume shall be constructed as shown in the plans. The asphalt thickness shall be 2 Inches.

METHOD OF MEASUREMENT

Asphalt Flume shall be measured by Each unit installed.

BASIS OF PAYMENT

Asphalt Flume shall be paid at the contract unit price, which shall be considered full compensation for construction of an individual concrete flume.



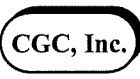
Legend

⊕ Denotes Boring Location

Notes

1. Soil borings performed by Badger State Drilling in October 2021
2. Boring locations are approximate

Scale: Reduced

Job No. C21051-19		SOIL BORING LOCATION MAP Ohmeda Drive Madison, Wisconsin
Date: 10/2021		



LOG OF TEST BORING

Project Ohmeda Drive
1800'N of Femrite, 7'W of Centerline
 Location Madison, WI

Boring No. 1
 Surface Elevation (ft) 878±
 Job No. C21051-19
 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 (q _a) (tsf)	W	LL	PL	LOI
				0	5 in. Asphalt Pavement/6 in. Base Course/6 in. Sand and Gravel Fill					
1	8	M	10	10	Very Stiff, Bluish-Gray Lean CLAY, Trace Sand (CL)	(3.25)				
2	12	M	11	11		(3.0)				
3	14	M	10	10	Scattered Thin (<1") Sandy Seams Beginning Near 6'	(2.25)				
4	24	W	13	13	Medium Dense to Very Loose, Light Brown Fine to Medium SAND, Little to Some Silt and Gravel (SP-SM/SM)					
5	13	W	3	3						
6	24	W	11	11						
				15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	8.5'	Upon Completion of Drilling		Start	10/21/21	End	10/21/21	
Time After Drilling					Driller	BSD	Chief	MC	Rig CME-55
Depth to Water					Logger	MA	Editor	ESF	
Depth to Cave in					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 Ohmeda Drive
1000'N of Femrite, 8'E of Centerline
 Location Madison, WI

Boring No. 2
 Surface Elevation (ft) 880±
 Job No. C21051-19
 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)		q _u (qa) (tsf)	W	LL	PL	LI
					5 in. Asphalt Pavement/7 in. Base Course					
1	14	M	9		FILL: Mixed Loose Sand and Clay with Gravel					
					Very Stiff, Bluish-Gray Lean CLAY, Trace Sand (CL)					
2	7	M	17			(3.25)				
					Medium Dense, Light Brown Sandy SILT (ML)					
3	17	M	15							
					Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	23	M	12							
5	20	M/W	28							
6	9	W	15							
End Boring at 15 ft										
Borehole backfilled with bentonite chips and asphalt patch										

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	13.0'	Upon Completion of Drilling		Start	10/21/21	End	10/21/21	
Time After Drilling					Driller	BSD	Chief	MC	Rig
Depth to Water					Logger	MA	Editor	ESF	
Depth to Cave in					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 Ohmeda Drive
1000'N of Femrite, 7'W of Centerline
 Location Madison, WI

Boring No. 2X
 Surface Elevation (ft) 880±
 Job No. C21051-19
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	REV RE RE	Rec (in.)	Moist	N		Depth (ft)	q_u (qa) (tsf)	W	LL	PL
1				50/3"	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> X </div> 5 in. Asphalt Pavement/7 in. Base Course					
					End boring at 1.25 ft due to spoon refusal on unknown, unmarked obstruction (presumed concrete) Borehole backfilled with soil cuttings and asphalt patch Moved 15'E and performed Boring 2					
					5					
					10					
					15					
					20					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling			Start	<u>10/21/21</u>	End	<u>10/21/21</u>		
Time After Drilling					Driller	<u>BSD</u>	Chief	<u>MC</u>	Rig <u>CME-55</u>	
Depth to Water					Logger	<u>MA</u>	Editor	<u>ESF</u>		
Depth to Cave in					Drill Method	<u>2.25" HSA; Autohammer</u>				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



LOG OF TEST BORING

Project Ohmeda Drive
400'N of Femrite, Near Centerline
 Location Madison, WI

Boring No. 3
 Surface Elevation (ft) 885±
 Job No. C21051-19
 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	LOT
				0	X	5 in. Asphalt Pavement/8 in. Base Course				
1	11	M	17	17	[Pattern]	(1.25)				
				5	[Pattern]	Very Stiff to Medium Stiff, Bluish-Gray Lean CLAY, Trace Sand (CL)				
2	13	M	11	11	[Pattern]	(3.25)				
				7	[Pattern]	(0.75)				
				10	[Pattern]	Medium Dense, Light Brown Sandy SILT (ML)				
4	20	M/W	23	23	[Pattern]					
				15	[Pattern]	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
5	20	M/W	22	22	[Pattern]					
				20	[Pattern]	End Boring at 15 ft				
6	14	W	23	23	[Pattern]					
				20	[Pattern]	Borehole backfilled with bentonite chips and asphalt patch				

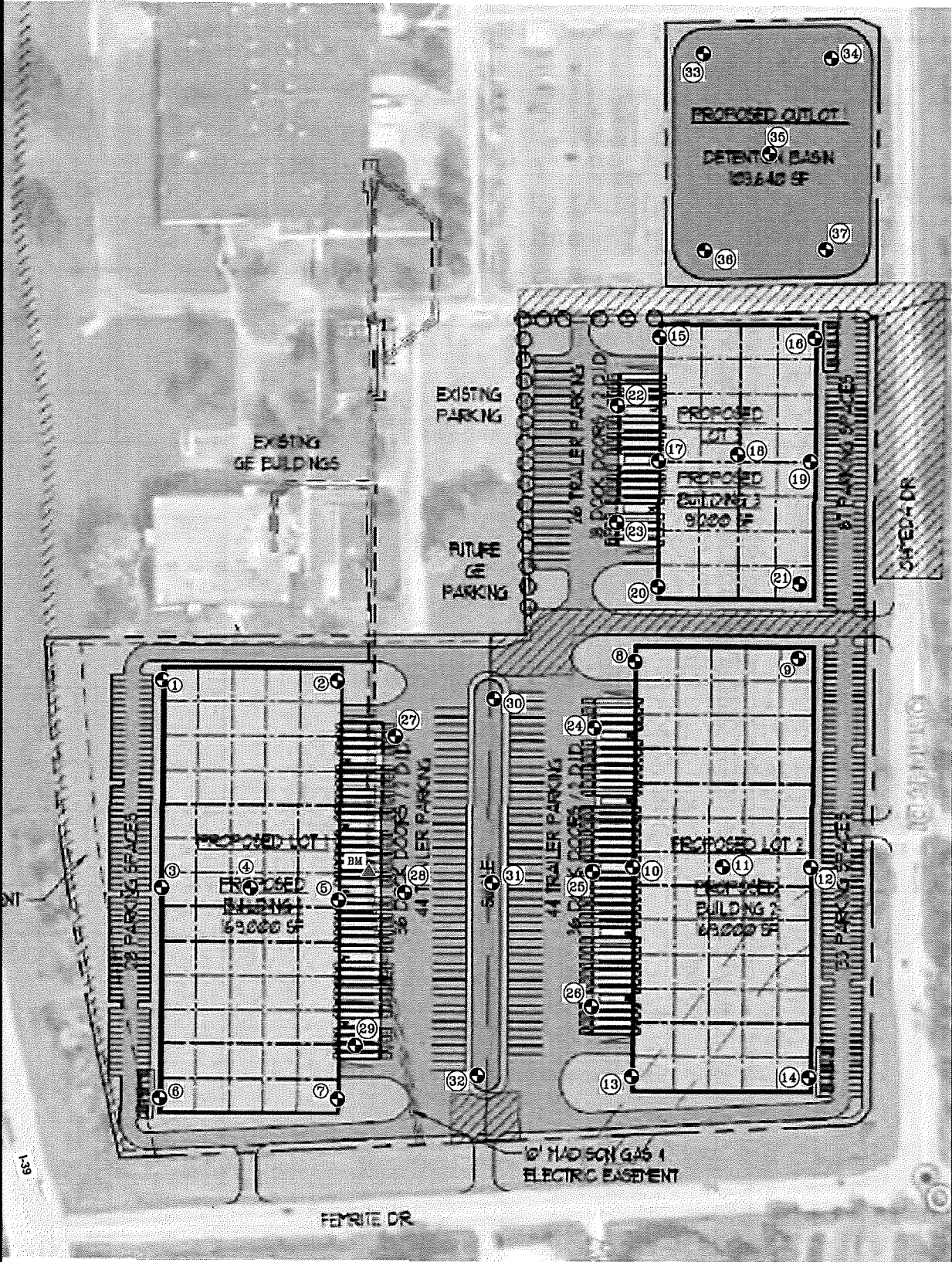
WATER LEVEL OBSERVATIONS

GENERAL NOTES

While Drilling 13.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

Start 10/21/21 End 10/21/21
 Driller BSD Chief MC Rig CME-55
 Logger MA Editor ESF
 Drill Method 2.25" HSA; Autohammer

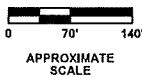
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



GILES ENGINEERING ASSOCIATES, INC.
 N8 W22350 JOHNSON DRIVE, SUITE A1
 WAUKESHA, WI 53186 (262)544-0118
 www.gilesengr.com

FIGURE 1
 TEST BORING LOCATION PLAN
 PROPOSED INDUSTRIAL DEVELOPMENT
 3030 OHMEDA DRIVE
 MADISON, WISCONSIN

DESIGNED	DRAWN	SCALE	DATE	REVISED
PDR/AJG	<i>[Signature]</i>	approx. 1"=140'	08-28-20	-
PROJECT NO.: 1G-2007031		CAD No. 1g2007031-blp2		



LEGEND:

- ① GEOTECHNICAL TEST BORING
- ▲ BM BENCHMARK: RIM OF MANHOLE. ASSUMED ELEVATION = 100.0'






NOTES:

- 1.) TEST BORING LOCATIONS ARE APPROXIMATE.
- 2.) BASE MAP DEVELOPED FROM THE "PROPOSED SITE LAYOUT", DATED 5-5-2020, PREPARED BY PARTNERS IN DESIGN ARCHITECTS.

BORING NO. & LOCATION: 9	TEST BORING LOG	 GILES ENGINEERING ASSOCIATES, INC.	
SURFACE ELEVATION: 93.3 feet			PROPOSED INDUSTRIAL DEVELOPMENT
COMPLETION DATE: 08/19/20			3030 OHMEDA DRIVE MADISON, WISCONSIN
FIELD REP: CHARLES RENS			PROJECT NO: 1G-2007031


MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _u (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±12" Topsoil:: Dark Brown Silty fine to medium Sand, little Organic Matter-Moist Brown Silty fine to medium Sand, trace Gravel-Moist to about 9 Feet; Wet thereafter			1-SS	4						
			2-SS	16						
		90								
		5		3-SS	17					(a)
				4-SS	12					
		85								
		10		5-SS	6					
	80									
	15		6-SS	7						
	75									
	20		7-SS	11						

Boring Terminated at about 21 feet (EL. 72.3')

Water Observation Data		Remarks:
	Water Encountered During Drilling: 9 ft.	(a) No Recovery - Auger Sample at 3-SS
	Water Level At End of Drilling:	
	Cave Depth At End of Drilling: 19 ft.	
	Water Level After Drilling:	
	Cave Depth After Drilling:	

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 12	<h1>TEST BORING LOG</h1>	 GILES ENGINEERING ASSOCIATES, INC.
SURFACE ELEVATION: 97.6 feet	PROPOSED INDUSTRIAL DEVELOPMENT	
COMPLETION DATE: 09/18/20	3030 OHMEDA DRIVE MADISON, WISCONSIN	
FIELD REP: CHARLES RENS	PROJECT NO: 1G-2007031	

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _u (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±12" Topsoil: Brown Silty fine to medium Sand, little Gravel and Organic Matter-Moist Brown Silty fine to Medium Sand, trace Gravel (Includes Cobbles and Boulders)-Moist to about 10 Feet; Wet thereafter			1-SS	8						
	95		2-SS	10						
	5		3-SS	11						
	90		4-SS	10						
	10		5-SS	12						
	85									
	15		6-SS	16						
	80									
	20		7-SS	26						

Boring Terminated at about 21 feet (EL. 76.6')

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20






Water Observation Data	Remarks:
<input type="checkbox"/> Water Encountered During Drilling: <input type="checkbox"/> Water Level At End of Drilling: <input type="checkbox"/> Cave Depth At End of Drilling: 18 ft. <input type="checkbox"/> Water Level After Drilling: <input type="checkbox"/> Cave Depth After Drilling:	

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 14	TEST BORING LOG	 GILES ENGINEERING ASSOCIATES, INC.	
SURFACE ELEVATION: 95.2 feet			PROPOSED INDUSTRIAL DEVELOPMENT
COMPLETION DATE: 08/18/20			3030 OHMEDA DRIVE MADISON, WISCONSIN
FIELD REP: CHARLES RENS			PROJECT NO: 1G-2007031

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _e (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±14" Topsoil: Dark Brown lean Clay, little Sand and Organic Matter-Moist		95	1-SS	5		3.0		18		
Brown and Gray lean Clay, little Sand-Moist			2-SS	6	2.2	2.6		23		
Dark Gray lean Clay-Very Moist	5									
		90	3-SS	4		2.0		30		
Gray lean Clay, little Sand-Very Moist			4-SS	4	1.2	0.9		29		
	10									
		85	5-SS	3	1.0	0.8		28		
	15									
		80	6-SS	8	1.3	1.2		23		
Gray Silty fine to medium Sand, trace Gravel (Includes Cobbles and Boulders)-Wet										
	20									
		75	7-SS	23						

Boring Terminated at about 21 feet (EL. 74.2')

Water Observation Data		Remarks:
	Water Encountered During Drilling:	
	Water Level At End of Drilling:	
	Cave Depth At End of Drilling: 18 ft.	
	Water Level After Drilling:	
	Cave Depth After Drilling:	

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 16	<h1>TEST BORING LOG</h1>	 GILES ENGINEERING ASSOCIATES, INC.
SURFACE ELEVATION: 91.6 feet	PROPOSED INDUSTRIAL DEVELOPMENT	
COMPLETION DATE: 08/11/20	3030 OHMEDA DRIVE MADISON, WISCONSIN	
FIELD REP: CHARLES RENS	PROJECT NO: 1G-2007031	

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _u (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±6" Topsoil: Dark Gray lean Clay, little Sand and Organic Matter-Moist			1-SS	8		4.3		17		
Gray lean Clay, little Sand-Moist		90	2-SS	7						
Grown Silty fine to medium Sand, trace Gravel (Includes Cobbles and Boulders)-Wet	5		3-SS	12						
		85	4-SS	11						
	10		5-SS	5						
	15		6-SS	50/1"						

Boring Terminated at about 16 feet (EL. 75.6')

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20

Water Observation Data	Remarks:
▽ Water Encountered During Drilling: 9 ft.	
▽ Water Level At End of Drilling:	
⋯ Cave Depth At End of Drilling: 10 ft.	
▽ Water Level After Drilling:	
⋯ Cave Depth After Drilling:	

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 19	TEST BORING LOG	 GILES ENGINEERING ASSOCIATES, INC.
SURFACE ELEVATION: 90.1 feet	PROPOSED INDUSTRIAL DEVELOPMENT	
COMPLETION DATE: 08/20/20	3030 OHMEDA DRIVE MADISON, WISCONSIN	
FIELD REP: CHARLES RENS	PROJECT NO: 1G-2007031	

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _u (tsf)	Q _p (tsf)	Q _c (tsf)	W (%)	PID	NOTES
±6" Topsoil: Dark Brown lean Clay, little Sand and Organic Matter-Moist Brown Silty fine to medium Sand, trace Gravel-Moist to about 4 Feet; Wet thereafter			1-SS	3						
			2-SS	15						
	▽	5	3-SS	6	85					
			4-SS	50/3"						
	10	80	5-SS	50/1"						

Auger Refusal
 Boring Terminated at about 12 feet (EL. 78.1')

Water Observation Data	Remarks:
▽ Water Encountered During Drilling: 4 ft. ▽ Water Level At End of Drilling: ☼ Cave Depth At End of Drilling: 12 ft. ▽ Water Level After Drilling: ☼ Cave Depth After Drilling:	

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 21	<h1>TEST BORING LOG</h1>	 GILES ENGINEERING ASSOCIATES, INC.
SURFACE ELEVATION: 92.8 feet	PROPOSED INDUSTRIAL DEVELOPMENT	
COMPLETION DATE: 08/20/20	3030 OHMEDA DRIVE MADISON, WISCONSIN	
FIELD REP: CHARLES RENS	PROJECT NO: 1G-2007031	

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _u (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±10" Topsoil: Dark Brown lean Clay, little Sand and Organic Matter-Moist			1-SS	6						
Gray and Brown lean Clay, little Sand, trace Gravel-Moist		90	2-SS	4		0.5		25		
Brown Silty fine to medium Sand, trace Gravel (Including Cobbles and Boulders)-Wet	5		3-SS	21						
		85	4-SS	50/0"						(a)
	10		5-SS	29						
		80								
	15		6-SS	51						
	75									
	20		7-SS	50/0"						(a)

Boring Terminated at about 21 feet (EL. 71.8')

	Water Observation Data	Remarks:
▽	Water Encountered During Drilling:	(a) No Recovery
▽	Water Level At End of Drilling:	
▨	Cave Depth At End of Drilling: 16 ft.	
▽	Water Level After Drilling:	
▨	Cave Depth After Drilling:	

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20






Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 34	<h2>TEST BORING LOG</h2>	 GILES ENGINEERING ASSOCIATES, INC.
SURFACE ELEVATION: 89.7 feet	PROPOSED INDUSTRIAL DEVELOPMENT	
COMPLETION DATE: 08/11/20	3030 OHMEDA DRIVE MADISON, WISCONSIN	
FIELD REP: CHARLES RENS	PROJECT NO: 1G-2007031	

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _i (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±3" Topsoil: Dark Brown Silty fine Sand, little Organic Matter-Moist Brown Silty fine to medium Sand, trace Gravel-Moist to about 4 Feet; Wet thereafter			1-SS	5						P270=24%
			2-SS	12						
	5	85	3-SS	9						
			4-SS	6						
	10	80	5-SS	9						
			6-SS	7						
	15	75	7-SS	6						

Boring Terminated at about 16 feet (EL. 73.7')

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20

Water Observation Data	Remarks:
 Water Encountered During Drilling:  Water Level At End of Drilling: 4 ft.  Cave Depth At End of Drilling:  Water Level After Drilling:  Cave Depth After Drilling:	

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

BORING NO. & LOCATION: 37	<h1>TEST BORING LOG</h1>	 GILES ENGINEERING ASSOCIATES, INC.
SURFACE ELEVATION: 90.3 feet	PROPOSED INDUSTRIAL DEVELOPMENT	
COMPLETION DATE: 09/11/20	3030 OHMEDA DRIVE MADISON, WISCONSIN	
FIELD REP: CHARLES RENS	PROJECT NO: 1G-2007031	

MATERIAL DESCRIPTION	Depth (ft)	Elevation	Sample No. & Type	N	Q _u (tsf)	Q _p (tsf)	Q _s (tsf)	W (%)	PID	NOTES
±10" Topsoil: Dark Brown lean Clay, little Sand and Organic Matter-Moist Brown and Gray lean Clay, little Sand-Very Moist		90	1-SS	6		1.9		14		
			2-SS	7		1.6		24		
Brown Silty fine Sand, trace Gravel-Moist		85	3-SS	10						
Gray lean Clay, little Sand-Wet			4-SS	5		1.5		24		
		80	5-SS	14		1.0		16		
Gray Silty fine to medium Sand, trace Clay and Gravel-Wet			6-SS	10						
		75	7-SS	5						

Boring Terminated at about 16 feet (EL. 74.3')

GILES LOG REPORT 1G2007031.GPJ GILES.GDT 9/2/20

	Water Observation Data	Remarks:
▽	Water Encountered During Drilling: 4 ft.	
▽	Water Level At End of Drilling:	
▨	Cave Depth At End of Drilling:	
▽	Water Level After Drilling:	
▨	Cave Depth After Drilling:	

Changes in strata indicated by the lines are approximate boundary between soil types. The actual transition may be gradual and may vary considerably between test borings. Location of test boring is shown on the Boring Location Plan.

33	#OBS.	<input type="checkbox"/>	Pit	<input checked="" type="checkbox"/>	Boring	Ground surface elevation	90.6	ft.	Elevation of limiting factor	81.1	ft.
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines	Hydraulic App Rate inches/Hr	
A	0-6	10 YR 3/3	--	SL	1, VF, SBK	M, FR	A-S	10%	30%	0.50	
C	6-192	10 YR 5/3	--	SL	MA	M, FI	--	10%	30%	0.50	
Comments: Water encountered at ±9.5 feet below ground surface.											

34	#OBS.	<input type="checkbox"/>	Pit	<input checked="" type="checkbox"/>	Boring	Ground surface elevation	89.7	ft.	Elevation of limiting factor	85.7	ft.
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines	Hydraulic App Rate inches/Hr	
A	0-3	10 YR 3/3	--	SL	1, VF, SBK	M, FR	A-S	10%	30%	0.50	
C	3-192	10 YR 5/3	--	SL	MA	M, FI	--	10%	*27%	0.50	
Comments: Water encountered at ±4 feet below ground surface. *Fines content based on a laboratory gradation test measuring the amount of fine material passing the No. 270 sieve (P270) = 24%											

35	#OBS.	<input type="checkbox"/>	Pit	<input checked="" type="checkbox"/>	Boring	Ground surface elevation	91.0	ft.	Elevation of limiting factor	89.0	ft.
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines	Hydraulic App Rate inches/Hr	
PVMT	0-8	--	--	--	--	--	--	--	--	--	
C	8-192	10 YR 5/3	--	SL	MA	M, FI	--	10%	30%	0.50	
Comments: Water encountered at ±2 feet below ground surface.											

36	#OBS.	<input type="checkbox"/>	Pit	<input checked="" type="checkbox"/>	Boring	Ground surface elevation	92.6	ft.	Elevation of limiting factor	83.6	ft.
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines	Hydraulic App Rate inches/Hr	
PVMT	0-11	--	--	--	--	--	--	--	--	--	
C	11-192	10 YR 5/3	--	SL	MA	M, FI	--	10%	*32%	0.50	
Comments: Water encountered at ±9 feet below ground surface. *Fines content based on a laboratory gradation test – See Figure 3.											

37	#OBS.	<input type="checkbox"/>	Pit	<input checked="" type="checkbox"/>	Boring	Ground surface elevation	90.3	ft.	Elevation of limiting factor	86.3	ft.
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frags.	% Fines	Hydraulic App Rate inches/Hr	
A	0-10	10 YR 3/3	--	CL	1, VF, SBK	M, FR	A-S	<5%	80%	0.04	
B	10-48	10 YR 5/3	--	CL	1, F, SBK	M, FI	C-W	<5%	80%	0.04	
B/C	48-78	10 YR 5/3	--	SL	1, F, GR	M, FI	C-W	10%	30%	0.50	
B/C	78-138	10 YR 6/1	--	CL	1, F, SBK	M, FI	C-W	<5%	80%	0.04	
C	138-192	10 YR 6/1	--	SL	MA	M, FI	--	10%	30%	0.50	
Comments: Water encountered at ±4 feet below ground surface.											



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

March 19, 2024

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 9362
OHMEDA DRIVE ASSESSMENT DISTRICT – 2022**

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

PROPOSAL:

An item has been revised in the proposal. See Bid Express.

Action	Bid Item	Description
REVISE	50211	SELECT BACKFILL STORM SEWER

PROPOSAL:

NO CHANGES MADE TO THE PROPOSAL

PLANS:

NO CHANGES MADE TO THE PLANS

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

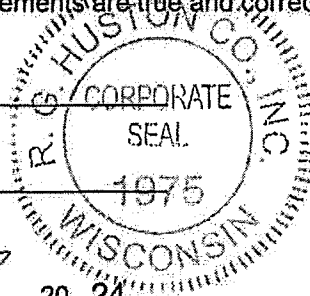
**OHMEDA DRIVE ASSESSMENT DISTRICT - 2022
CONTRACT NO. 9362**

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

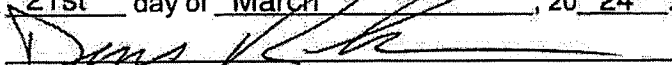
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2024 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. Huston Co., Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.


SIGNATURE

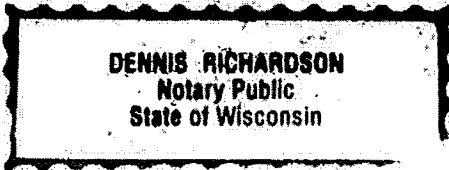
Brad Huston - President
TITLE, IF ANY



Sworn and subscribed to before me this 21st day of March, 20 24


(Notary Public or other officer authorized to administer oaths)
My Commission Expires 1/10/28

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



Section F: Best Value Contracting (BVC) Fillable Online Form

Best Value Contracting

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

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

Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.

No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.

Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.

First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.

Contractor has been in business less than one year.

Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.

An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

BRICKLAYER

CARPENTER

CEMENT MASON / CONCRETE FINISHER

CEMENT MASON (HEAVY HIGHWAY)

CONSTRUCTION CRAFT LABORER

DATA COMMUNICATION INSTALLER

ELECTRICIAN

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

GLAZIER

HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER

INSULATION WORKER (HEAT and FROST)

IRON WORKER

IRON WORKER (ASSEMBLER, METAL BLDGS)

PAINTER and DECORATOR

PLASTERER

PLUMBER

RESIDENTIAL ELECTRICIAN

ROOFER and WATER PROOFER

SHEET METAL WORKER

SPRINKLER FITTER

STEAMFITTER

STEAMFITTER (REFRIGERATION)

STEAMFITTER (SERVICE)

TAPER and FINISHER

TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN

TILE SETTER

Ohmeda Drive Assessment District - 2022
CONTRACT NO. 9362
Small Business Enterprise Compliance Report
Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

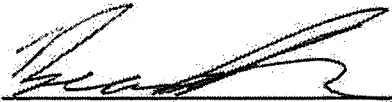
Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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

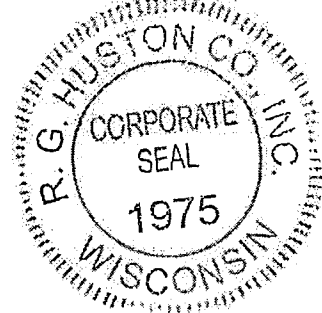


Witness' Signature

3/21/2024
Date



Bidder's Signature



Ohmeda Drive Assessment District - 2022

CONTRACT NO. 9362

Small Business Enterprise Compliance Report

Summary Sheet

This information MUST be submitted in a separate sealed envelope marked

"ENVELOPE NO. 2 - SBE COMPLIANCE REPORT".

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
-Red Arrow Electric	Electrical	0.9 %
-Greener Valley Landscaping, Inc.	Landscaper	3.6 %
-Gary Pashley LLC/Vizcainos Trucking (Wolf Paving)	Asphalt Trucking	0.6 %
-CA Brumm Trucking (RGH) RG Huston is awarding CA Brumm a portion of our own trucking.	Trucking	1.4 %

Subtotal SBE who are not suppliers: 6.5 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Utility Sales and Supply, Inc.	Casting Supplier	0.9 %

Subtotal SBE who are suppliers: 0.9 % x 0.6 = 0.5 % (discounted to 60%)

Total Percentage of SBE Utilization: 7.0 %

OHMEDA DRIVE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 9362

DATE: 3/21/24

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701 - TRAFFIC CONTROL - L.S.	1.00	\$5,000.00	\$5,000.00
10721 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	7.00	\$100.00	\$700.00
10801 - ROOT CUTTING - CURB & GUTTER - L.F.	100.00	\$1.00	\$100.00
10912 - MOBILIZATION - L.S.	1.00	\$177,502.19	\$177,502.19
20101 - EXCAVATION CUT - C.Y.	8400.00	\$14.50	\$121,800.00
20130 - UNDERDRAIN - L.F.	450.00	\$18.00	\$8,100.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	1000.00	\$3.50	\$3,500.00
20141 - GEOSYNTHETIC REINFORCEMENT FABRIC - S.Y.	500.00	\$9.50	\$4,750.00
20201 - FILL BORROW - TON	500.00	\$5.00	\$2,500.00
20204 - SELECT FILL - TON	2300.00	\$5.00	\$11,500.00
20219 - BREAKER RUN - TON	800.00	\$14.00	\$11,200.00
20221 - TOPSOIL - S.Y.	13000.00	\$6.60	\$85,800.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	500.00	\$1.75	\$875.00
20321 - REMOVE CONCRETE PAVEMENT - S.Y.	230.00	\$7.00	\$1,610.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	1800.00	\$4.00	\$7,200.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	5250.00	\$2.00	\$10,500.00
20401 - CLEARING - L.S.	1.00	\$3,600.00	\$3,600.00
20406 - GRUBBING - L.S.	1.00	\$3,900.00	\$3,900.00
20701 - TERRACE SEEDING - S.Y.	13000.00	\$1.80	\$23,400.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	13000.00	\$2.20	\$28,600.00
21302 - CONSTRUCTION FENCING (PLASTIC) - L.F.	1075.00	\$7.00	\$7,525.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	2100.00	\$19.39	\$40,719.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	100.00	\$25.45	\$2,545.00
30208 - HAND FORMED CONCRETE CURB & GUTTER - L.F.	100.00	\$35.35	\$3,535.00
30302 - 5" CONCRETE SIDEWALK - S.F.	8300.00	\$6.58	\$54,614.00
30304 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	5100.00	\$8.49	\$43,299.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	32.00	\$45.45	\$1,454.40
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	4000.00	\$19.20	\$76,800.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	4600.00	\$17.30	\$79,580.00
40103 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 3 - TON	60.00	\$26.60	\$1,596.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	1500.00	\$67.17	\$100,755.00
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	820.00	\$76.77	\$62,951.40
40218 - TACK COAT - GAL	400.00	\$3.03	\$1,212.00
40231 - ASPHALT DRIVE & TERRACE - S.Y.	180.00	\$45.37	\$8,166.60
40301 - FULL WIDTH GRINDING - S.Y.	120.00	\$50.91	\$6,109.20
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	325.00	\$3.10	\$1,007.50
60802 - PAVEMENT MARKING EPOXY, 6-INCH - L.F.	350.00	\$3.40	\$1,190.00
60803 - PAVEMENT MARKING EPOXY, 8-INCH - L.F.	325.00	\$3.60	\$1,170.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	150.00	\$10.50	\$1,575.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	30.00	\$18.95	\$568.50
60829 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	2.00	\$275.00	\$550.00
60830 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	2.00	\$275.00	\$550.00

OHMEDA DRIVE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 9362

DATE: 3/21/24

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
60834 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	2.00	\$360.00	\$720.00
90001 - REMOVE STREET LIGHTS - EACH	10.00	\$500.00	\$5,000.00
90002 - REMOVE BOLLARD - EACH	2.00	\$200.00	\$400.00
90003 - REMOVE WOOD POST - EACH	2.00	\$200.00	\$400.00
90004 - REMOVE GATE - EACH	1.00	\$400.00	\$400.00
90005 - REMOVE GE SIGN - EACH	2.00	\$400.00	\$800.00
90006 - TEMPORARY ASPHALT SURFACE - S.F.	8000.00	\$5.75	\$46,000.00
90007 - ASPHALT FLUME - EACH	1.00	\$479.80	\$479.80
20217 - CLEAR STONE - TON	120.00	\$17.00	\$2,040.00
20313 - REMOVE INLET - EACH	4.00	\$400.00	\$1,600.00
20314 - REMOVE PIPE - L.F.	388.00	\$29.00	\$11,252.00
21002 - EROSION CONTROL INSPECTION - EACH	3.00	\$20.00	\$60.00
21011 - CONSTRUCTION ENTRANCE - EACH	1.00	\$600.00	\$600.00
21013 - STREET SWEEPING - L.S.	1.00	\$5,400.00	\$5,400.00
21014 - CLEAR STONE BERM (DITCH CHECK) - EACH	3.00	\$260.00	\$780.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	500.00	\$6.80	\$3,400.00
21045 - INLET PROTECTION, TYPE A - COMPLETE - EACH	2.00	\$400.00	\$800.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	14.00	\$400.00	\$5,600.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	14.00	\$10.00	\$140.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	14.00	\$37.00	\$518.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1943.00	\$0.01	\$19.43
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	210.00	\$80.00	\$16,800.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	715.00	\$84.00	\$60,060.00
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	89.00	\$102.00	\$9,078.00
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	222.00	\$109.00	\$24,198.00
50407 - 30 INCH TYPE I RCP STORM SEWER PIPE - L.F.	309.00	\$152.00	\$46,968.00
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	30.00	\$73.00	\$2,190.00
50433 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	13.00	\$103.00	\$1,339.00
50435 - 24 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	40.00	\$103.00	\$4,120.00
50436 - 30 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	128.00	\$145.00	\$18,560.00
50464 - 21 INCH RCP AE - EACH	1.00	\$2,000.00	\$2,000.00
50467 - 30 INCH RCP AE - EACH	1.00	\$2,500.00	\$2,500.00
50604 - 21 INCH RCP AE GATE - EACH	1.00	\$1,900.00	\$1,900.00
50607 - 30 INCH RCP AE GATE - EACH	1.00	\$3,000.00	\$3,000.00
50723 - 3'X3' STORM SAS - EACH	8.00	\$3,900.00	\$31,200.00
50724 - 4'X4' STORM SAS - EACH	2.00	\$5,200.00	\$10,400.00
50741 - TYPE H INLET - EACH	9.00	\$3,000.00	\$27,000.00
50767 - TERRACE INLET TYPE 2 - EACH	1.00	\$8,900.00	\$8,900.00
50768 - TERRACE INLET TYPE 3 - EACH	1.00	\$5,400.00	\$5,400.00
50801 - UTILITY LINE OPENING (ULO) (UNDISTRIBUTED) - EACH	14.00	\$700.00	\$9,800.00
20236 - HEAVY RIPRAP - GLACIAL FIELD STONE (UNDISTRIBUTED) - TON	40.00	\$87.00	\$3,480.00
20241 - RIPRAP FILTER FABRIC, TYPE HR (UNDISTRIBUTED) - S.Y.	36.00	\$7.00	\$252.00
50424 - 43 INCH X 68 INCH TYPE I HERCP STORM SEWER PIPE - L.F.	187.00	\$311.00	\$58,157.00
50487 - 43 INCH X 68 INCH HERCP AE - EACH	2.00	\$8,300.00	\$16,600.00
50627 - 43 INCH X 68 INCH HERCP AE GATE - EACH	2.00	\$6,300.00	\$12,600.00
50726 - 6'X6' STORM SAS - EACH	1.00	\$14,300.00	\$14,300.00

OHMEDA DRIVE ASSESSMENT DISTRICT - 2022

CONTRACT NO. 9362

DATE: 3/21/24

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
20506 - ADJUST SEWER ACCESS STRUCTURE CASTING - EACH	1.00	\$300.00	\$300.00
50202 - TYPE II DEWATERING - L.S.	1.00	\$4,400.00	\$4,400.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	1098.00	\$0.01	\$10.98
50301 - 8 INCH PVC SEWER PIPE - L.F.	104.00	\$124.00	\$12,896.00
50302 - 10 INCH PVC SANITARY SEWER PIPE - L.F.	895.00	\$123.00	\$110,085.00
50353 - SANITARY SEWER LATERAL (6" SDR-26) - L.F.	99.00	\$123.00	\$12,177.00
50361 - WASTEWATER CONTROL - L.S.	1.00	\$100.00	\$100.00
50390 - SEWER ELECTRONIC MARKERS - EACH	4.00	\$100.00	\$400.00
50701 - 4' DIA SANITARY SAS - EACH	4.00	\$5,400.00	\$21,600.00
50797 - EXTERNAL SEWER ACCESS STRUCTURES JOINT SEAL - EACH	4.00	\$300.00	\$1,200.00
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	100.00	\$80.00	\$8,000.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	120.00	\$121.00	\$14,520.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	100.00	\$127.00	\$12,700.00
70005 - FURNISH AND INSTALL 12 INCH PIPE & FITTINGS - L.F.	1320.00	\$148.00	\$195,360.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	3.00	\$2,400.00	\$7,200.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	2.00	\$3,200.00	\$6,400.00
70034 - FURNISH AND INSTALL 12-INCH WATER VALVE - EACH	3.00	\$5,400.00	\$16,200.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	3.00	\$6,400.00	\$19,200.00
70081 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,100.00	\$1,100.00
70101 - FURNISH AND INSTALL STYROFOAM - EACH	5.00	\$120.00	\$600.00
70104 - ADJUST WATER VALVE BOX - EACH	1.00	\$200.00	\$200.00
70107 - REMOVAL OF EXCESS AMOUNTS OF BOULDERS - C.Y.	10.00	\$100.00	\$1,000.00
60222 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80) CONDUIT - L.F.	50.00	\$16.00	\$800.00
60224 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40) CONDUIT - L.F.	350.00	\$14.00	\$4,900.00
60241 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	10.00	\$50.00	\$500.00
60261 - ELECTRICAL TRENCH - L.F.	390.00	\$4.00	\$1,560.00
60296 - FURNISH & INSTALL FIBER OPTIC CABLE 144-COUNT - L.F.	500.00	\$4.00	\$2,000.00
60708 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	1.00	\$3,000.00	\$3,000.00
116 Items	Totals		\$1,945,230.00



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

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

Deputy City Engineer
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. Zwiag, P.E.

Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

R.G. Huston Co., Inc.

(a corporation of the State of Wisconsin)

(individual), (partnership), (hereinafter referred to as the "Principal") and

Travelers Casualty and Surety Company of America

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2024 through January 31, 2026.

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.

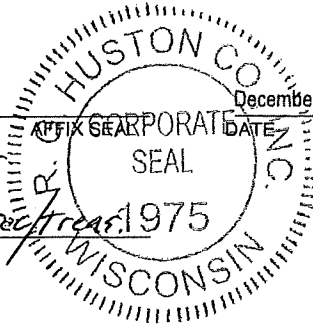
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

PRINCIPAL

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

December 20, 2023
DATE

By: [Signature]
SIGNATURE AND TITLE



SURETY

Travelers Casualty and Surety Company of America
COMPANY NAME

December 20, 2023
DATE

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

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6523593 for the year 2023 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 20, 2023
DATE

[Signature]
AGENT SIGNATURE

740 Regent St., Ste 400
ADDRESS

Madison, WI 53715
CITY, STATE AND ZIP CODE

608-257-3795
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 **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

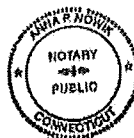
City of Hartford ss.

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 20th day of December 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.**

SECTION H: AGREEMENT

THIS AGREEMENT made this 2nd day of May in the year Two Thousand and Twenty-Four between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, a Wisconsin municipal corporation, hereinafter called the City.

WHEREAS, the Common Council of the City of Madison ("Council") under the provisions of a resolution adopted on APRIL 16, 2024, and by virtue of authority vested in the Council, has awarded to the Contractor the work of performing certain public 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 Agreement; 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:

OHMEDA DRIVE ASSESSMENT DISTRICT - 2022 CONTRACT NO. 9362

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$1,945,230.00) Dollars being the amount bid by such Contractor and which was awarded as provided by law.
4. **A. Non-Discrimination.** During the term of 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.
B. Affirmative Action. 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division, or an organization designated by the 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.

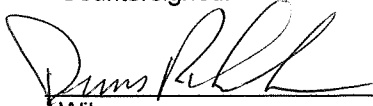

To be exempt, Contractor has the burden of demonstrating that there is an applicable law or regulation that requires the hiring practice in question, if so, the contractor is exempt from all of the requirements of this ordinance for the position(s) in question.

7. **Choice of Law and Forum Selection.** This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
8. **Counterparts, Electronic Signature and Delivery.** This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

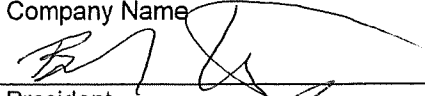
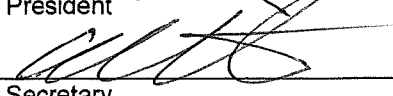
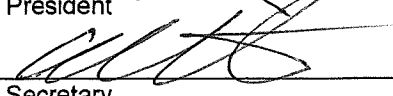
**OHMEDA DRIVE ASSESSMENT DISTRICT - 2022
CONTRACT NO. 9362**

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

Countersigned:

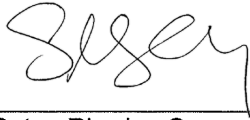
 _____ Witness	<u>4/4/24</u> _____ Date
 _____ Witness	<u>4/4/24</u> _____ Date

R. G. HUSTON CO., INC.

Company Name	_____ 	<u>4/4/24</u> _____ Date
President	_____ 	<u>4/4/24</u> _____ Date
Secretary	_____ 	<u>4/4/24</u> _____ Date



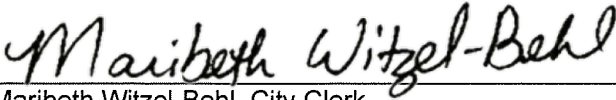
CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/02/2024

Date



Maribeth Witzel-Behl, City Clerk

4/23/2024

Date

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



David P. Schmiedicke, Finance Director

4/25/2024

Date

Approved as to form:



Michael Haas, City Attorney

5/2/2024

Date

Execution of this Agreement by City was authorized by Resolution Enactment No. RES -24-00251, ID No. 82680, adopted by the Common Council of the City of Madison on April 18, 2024.

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, CT as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION NINE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$1,945,230.00)** 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:

**OHMEDA DRIVE ASSESSMENT DISTRICT - 2022
CONTRACT NO. 9362**

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 17th day of April, 2024

Countersigned:

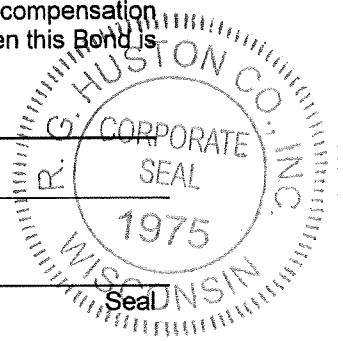
[Signature]
Witness

[Signature]
Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)

[Signature]
President



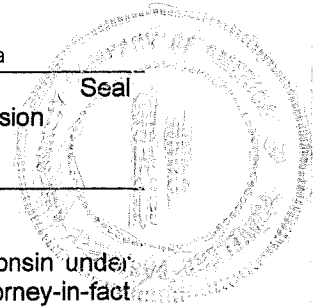
Travelers Casualty and Surety Company of America

Surety

Salary Employee Commission

Seal

By [Signature]
Attorney-in-Fact (Jenny L. Hirth)



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 2024, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 17, 2024
Date

[Signature]
Agent Signature

The foregoing Bond has been approved as to form:

5/2/2024

Date

Michael Haas

City Attorney



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

POWER OF ATTORNEY

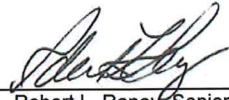
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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 17th day of April 2024




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.**