ROUTING: Routine	Contract Routing Form	printed on: 05/04/2018
	R.G. Huston Co., Inc. Engineering Division	
Project: South Livingsto	on Street Reconstruction Ass	essment District -
Contract No.: 8103 Enactment No.: RES-18-00 Dollar Amount: 419,551.9		
(Please DATE before routi	ng)	
Signatures Required	Date Received	Date Signed
City Clerk	15-8-2018	5-8-2018
Director of Civil Rights	15.8.18	5.9.18 FN3

Please return signed Contracts to the City Clerk's Office

Original + 2

Risk Manager

City Attorney

Mayor

Copies

Room 103, City-County Building for filing.

05/04/2018 09:33:10 enjls - Steve Sonntag, 267-1997

Dis Rights: OK / N/A / Problem - Hold Prev Wage: AA / Agency / No 9/ Contract Value: 4/9 , 55/9 / AA Plan: 1007/190/ Amendment / Addendum # Type: POS / Dvip / Sbdv / Gov't / Grant / PW / Goal / Loan / Agrmt



# City of Madison

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

# Legislation Details (With Text)

File #:

51208

Version: 1

Name:

Awarding Public Works Contract No. 8103, South

Livingston Street Reconstruction Assessment

District - 2018.

Type:

Resolution

Status:

Passed

File created:

4/12/2018

In control:

**BOARD OF PUBLIC WORKS** 

On agenda:

5/1/2018

Final action:

5/1/2018

Enactment date: 5/7/2018

Enactment #:

RES-18-00332

Title:

Awarding Public Works Contract No. 8103, South Livingston Street Reconstruction Assessment

District - 2018.

Sponsors:

**BOARD OF PUBLIC WORKS** 

Indexes:

Code sections:

Attachments:

1. Contract 8103 .pdf

Date	Ver.	Action By	Action	Result
5/1/2018	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/18/2018	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	Pass
4/12/2018	1	Engineering Division	Refer	

The proposed resolution awards the contract for the South Livingston Street reconstruction project at a total estimated cost of \$453,130. In the adopted 2018 capital budget, Engineering Major Streets has budgeted \$14.83 million within the Reconstruction Streets capital program for the replacement of deteriorated streets throughout the City (MUNIS 11599). Funding is provided by GO Borrowing and associated utility funding broken out as follows:

Major Streets - \$298,270 Stormwater Utility - \$41,970 Sewer Utility - \$112,890

Awarding Public Works Contract No. 8103, South Livingston Street Reconstruction Assessment District - 2018. BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidders contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:

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

See attached document (Contract No. 8103) for itemization of bids.

City of Madison

Page 1 of 1

Printed on 5/7/2018 powered by Legistar™



# CONTRACT NO. 8103 SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

R.G. HUSTON CO., INC.

\$419,551.91

Acct. No. 11599-402-170:54410 (91350)	\$244,319.40
Contingency 8%±	<u>19,550.60</u>
Sub-Total	\$263,870.00
Acct. No. 11599-402-174:54445 (91345)	\$29,850.50
Contingency 8% <u>+</u>	<u>2,389.50</u>
Sub-Total	\$32,240.00
Acct. No. 11599-402-176:54430 (96882)	\$2,000.00
Contingency 8% <u>+</u>	<u>160.00</u>
Sub-Total	\$2,160.00
Acct. No. 11599-84-174:54445 (91345)	\$38,856.65
Contingency 8% <u>+</u>	<u>3,113.35</u>
Sub-Total	\$41,970.00
Acct. No. 11599-83-173:54445 (91345)	\$104,525.36
Contingency 8% <u>+</u>	<u>8,364.64</u>
Sub-Total	\$112,890.00
GRAND TOTAL	\$453 <u>,130.00</u>

# Jurisdiction: Wisconsin

#### Demographics

Company Name: Travelers Casualty and Surety Company of America

SBS Company Number: 54218780

NAIC CoCode: 31194 FEIN: 06-0907370 Domicile Type: Foreign State of Domicile: Connecticut Country of Domicile: United States NAIC Group Number: 3548 - Travelers Grp

Organization Type: Stock

Date of Incorporation: 07/18/1974

Merger Flag: Yes

#### Address

#### **Business Address**

One Tower Sq Hartford, CT 06183

**United States** 

#### **Mailing Address**

ONE TOWER SQUARE

HARTFORD, CT 06183

**United States** 

## **Statutory Home Office Address**

One Tower Sq

Hartford, CT 06183

**United States** 

# Main Administrative Office Address

One Tower Sq Hartford, CT 06183 United States

#### Phone, E-mail, Website

#### Phone

Туре	Number
Business Primary Phone	(860) 277-0111
Mailing Primary Phone	(860) 277-0111
Mailing Fax Phone	(860) 277-7002
Statutory Home Office Primary Phone	(860) 277-0111
Main Admin Office Primary Phone	(860) 277-0111

#### Email

No results found.

#### Website

No results found.

Company T	уре
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Company Type: Property and Casualty

Status: Active Status Reason:

Status Date: 09/10/1975 Effective Date: 07/01/1997 Legacy State ID: 110846 Issue Date: 09/10/1975

**Approval Date:** File Date:

Articles of Incorporation Received: No

Article No: **COA Number:** 

Appointments		2000 AV 1019 V
		, in
Y	barton	Sanakas sense did na ni de na ni 177777

Licensee Name	License Number	NPN	License Type	Line of Authority Casualty Property		Appointment Date	Effective Date		Expiration Date				
DENNIS BARTON 283633		283633	Intermediary (Agent) Individual			Casualty		•		06/15/1993	03/01/2	2018	03/15/2019
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual			06/15/1993	03/01/2			2018	03/15/2019		
And the state of the					First	Previous	1	Nex	t Last				

Line Of Business Filter

Line of Business	Citation Type		Effective Date	
Aircraft	Aircraft		09/10/1975	
Automobile	Automobile	C		
Credit Insurance	Credit Insurance	***************************************	09/10/1975	
Disability Insurance	Disability Insurance	09/10/		
Fidelity Insurance	Fidelity Insurance		09/10/1975	
Workers Compensation Insurance	Workers Compensation Insurance		06/29/1990	
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (or than automobile)	ther	09/10/1975	
Miscellaneous	Miscellaneous		09/10/1975	
Ocean Marine Insurance	Ocean Marine Insurance		09/10/1975	
Surety Insurance	Surety Insurançe		09/10/1975	
	First Previous 1 2	Nex	xt Last	

				Filt	er						
Contact Ty	pe	Preferred Name	Nam	e	E-mail		Phone	<b>e</b>	Addres	s	
Registered Agent for Service of Process			Name						Other CORPORATION SERVICE COMPANY 8040 EXCELSIOR DR STE 400 MADISON, WI 53717 United States		
							First	Previous	1	Next	Last
SBS Company Number 54221052	NAIC CoCode 22535	Non-Surviving Cor Seaboard Surety	npany		ing Company		ntments	Transferred Appointment	Merge s Date 01/02/	c	omment
		Company				Î					
Companie	es Absorbe					J				M0000000000000000000000000000000000000	***************************************
Companie	es Absorbe					Vanassana and a	First	Previous	- T	Next	Last
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·	2000000		A CONTRACTOR OF THE CONTRACTOR	Filt		Nanana.			1	Next	***************************************
ame Chang	ge History		Accommendation	Filt	er w Name				1	Ef	fective
ame Chang	ge History			Filt Ne Ae	er	Surety	Compan	y of America		Ef Do	fective

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\$419,551.91 FILE

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

2018

# PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT -2018

**CONTRACT NO. 8103** 

**MUNIS NO. 11599** 

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MAY 1, 2018

> CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

# SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8103

# **INDEX**

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This Proposal, and Agreement have been prepared by:

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

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

RFP: sms

# 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:	SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT
	DISTRICT - 2018
CONTRACT NO.:	8103
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 2, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 29, 2018
BID SUBMISSION (2:00 P.M.)	APRIL 5, 2018
BID OPEN (2:30 P.M.)	APRIL 5, 2018
PUBLISHED IN WSJ	2/22, 3/1, 3/8, 3/15, 3/22 & 3/29, 2018

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

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

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

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

# STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

# SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be prequalified 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 (<a href="www.bidexpress.com">www.bidexpress.com</a>). 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 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. Nothwithstanding 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 $\boxtimes$

Build	ling	<u>Demolition</u>	440		Duilding Demolition
101		Asbestos Removal	110	Ш	Building Demolition
120		House Mover			
01	_1 1	With and Cita Construction			
		Jtility and Site Construction	265	П	Retaining Walls, Precast Modular Units
201		Asphalt Paving	270	=	Retaining Walls, Reinforced Concrete
205		Blasting	275	X	Sanitary, Storm Sewer and Water Main
210		Boring/Pipe Jacking	210		Construction
215		Concrete Paving	276		Sawcutting
220		Con. Sidewalk/Curb & Gutter/Misc. Flat Work	280	H	Sewer Lateral Drain Cleaning/Internal TV Insp.
221		Concrete Bases and Other Concrete Work			Sewer Lining
222	_	Concrete Removal		_	
225		Dredging	290		
230		Fencing		_	Soil Borings
235		Fiber Optic Cable/Conduit Installation	300	=	
240		Grading and Earthwork	.305		Storm & Sanitary Sewer Laterals & Water Cvo.
241		Horizontal Saw Cutting of Sidewalk			Street Construction
242		Infrared Seamless Patching	315	닏	Street Lighting
245		Landscaping, Maintenance			Tennis Court Resurfacing
246		Ecological Restoration	320	닏	Traffic Signals
250	Ħ	Landscaping, Site and Street	325	$\sqcup$	Traffic Signing & Marking
251		Parking Ramp Maintenance	332	닏	Tree pruning/removal
252		Pavement Marking			Tree, pesticide treatment of
255	H	Pavement Sealcoating and Crack Sealing	335		Trucking
260	Ħ	Petroleum Above/Below Ground Storage	340		Utility Transmission Lines including Natural Gas,
200	ш	Tank Removal/Installation			Electrical & Communications
262		Playground Installer	399		Other
262		Flayground instance			
Brid	ae (	<u>Construction</u>			
501	<u> </u>	Bridge Construction and/or Repair			
501		Bridge Constitution and a series			
Build	dino	<u>Construction</u>			
401	П	Floor Covering (including carpet, ceramic tile installation,	437	Ш	
101		rubber, VCT	440		
402	П	Building Automation Systems	445		
403		Concrete	450		Pump Repair
404		Doors and Windows	455		Pump Systems
405	Η	Electrical - Power, Lighting & Communications	460		
	H	Elevator - Lifts	464		Tower Crane Operator
410		Fire Suppression			Solar Photovoltaic/Hot Water Systems
412	님	Furnishings - Furniture and Window Treatments	465		
413	님	General Building Construction, Equal or Less than \$250,000	466		Warning Sirens
415	님	General Building Construction, \$250,000 to \$1,500,000	470		Water Supply Elevated Tanks
420	님	General Building Construction, Over \$1,500,000	475		Water Supply Wells
425	닏	General Building Constituction, Over \$1,000,000	480		Wood, Plastics & Composites - Structural &
428	$\sqcup$	Glass and/or Glazing	,,,,	_	Architectural
429	$\sqcup$	Hazardous Material Removal	190		Other
430	닏	Heating, Ventilating and Air Conditioning (HVAC)	700	٠ اــــــا	0 0 10 1
433	$\sqcup$				
435		Masonry/Tuck pointing			
		san i O differitore			
Stat	te o	f Wisconsin Certifications	and a	ioco	or to inhabited buildings for quarries, open pits and
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet	anu c	1030	to littlabited buildings for quarties, specifical
		road cuts.	and 6	looc	or to inhabited buildings for trenches, site
2	. 🔲	Class 6 Blaster - Blasting Operations and Activities 2500 feet	and c	1056	ens or atrustures 15 feet or less in height
		excavations, basements, underwater demolition, underground	exca	ivati	ons, or structures to leet or less in height
3		Class 7 Blaster - Blasting Operations and Activities for structu	res gi	reat	er than 15 in height, bridges, towers, and any or
		the shipping an autopage licted as "Class 5 Blaster or Class b H	laste	Г. "	
4	П	But I was Alassa / Balaw Cround Storage Tank Removal and I	nstall	ario	n (Attach copies of State Certifications.)
5	一	Hazardous Material Removal (Contractor to be certified for as	pesto	ıs ar	id lead abatement per the wisconsin beparation.
Ŭ		CLL W. O Asherton and Load Section (AXLS) ) See	tne tr	ານຕານາ	And link to application.
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe	erform	nanc	e of Asbestos Abatement Certificate must be
6		Certification number as a Certified Arborist or Certified Tree V	<b>V</b> orke	r as	administered by the International Society of
6		A ale a alexable res			
_		Arboriculture Pesticide application (Certification for Commercial Applicator	For H	ire v	vith the certification in the category of turf and
7	لــا	landscape (3.0) and possess a current license issued by the D	ATC	P) .	
_	-	Tanuscape (5.0) and pussess a current normal issued by the E		,	
8	Ш	State of Wisconsin Master Plumbers License.			

**SECTION B: PROPOSAL** 

# Please refer to the Bid Express Website at <a href="https://bidexpress.com">https://bidexpress.com</a> 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 <u>ad hoc</u> 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 <a href="https://www.cityofmadison.com/dcr/aaTBDir.cfm">www.cityofmadison.com/dcr/aaTBDir.cfm</a>.

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 online Application Certification Business Targeted access the Submittal of the Targeted www.cityofmadison.com/dcr/aaTBDir.cfm. 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

2.4.1.8

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:

- Attendance at the pre-bid meeting. 2.4.1.1 Using the City of Madison's directory of certified SBEs to identify 2.4.1.2 SBEs from which to solicit bids. Assuring that SBEs are solicited whenever they are potential 2.4.1.3 sources. Referring prospective SBEs to the City of Madison Affirmative Action 2.4.1.4 Division for certification. Dividing total project requirements into smaller tasks and/or 2.4.1.5 quantities, where economically feasible, to permit maximum feasible SBE participation. Establishing delivery schedules, where requirements permit, which 2.4.1.6 will encourage participation by SBEs. Providing SBEs with specific information regarding the work to be 2.4.1.7 performed.
- 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.

Contacting SBEs in advance of the deadline to allow such

- 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> 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:

- 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**

# SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8103

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 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 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, replacing sanitary and storm sewer, water main, removing and replacing concrete curb and gutter, sidewalk and drive aprons, excavation cut, crushed aggregate base course, and asphalt pavement as noted in the specifications and on the plans.

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

South Livingston Street - East Washington Street to 400 feet south of East Main Street

Work shall include spot replacing the sanitary sewer and storm sewer improvements. Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the storm sewer or are in poor condition. South Livingston Street will be pulverized and shaped from station 118+67 to 122+50, new curb and gutter will be installed on the northerly side of Livingston with spot replacement of the curb and gutter on the southerly side. South Livingston Street shall be reconstructed with full street excavation from station 122+50 to project limits. New 12" crushed aggregate base course, new curb and gutter and the street will be paved with 2.50" Bituminous lower layer, 3 LT 58-28S and 2" Bituminous upper layer, 4 LT 58-28S.

# SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. It was anticipated that 100 SF of sidewalk removal and replacement would be required for each of the sanitary lateral replacements. It is also anticipated that there will be 20' of curb & gutter replaced for each lateral that is replaced with this project.

# SECTION 104.10 CLEANING UP

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

# SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around 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 Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

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

# Coordination with Adjacent Development Projects

Private development on adjacent properties will be ongoing throughout the duration of this proposed project. The Contractor shall note that access to adjacent properties by others for private development work shall be maintained and work shall be coordinated so as to allow Developers access to adjacent properties for completion of the private work. The Contractor shall coordinate all work with the Developers.

The Developer's contact to coordinate the work is:

801 East Washington Avenue (Cosmos) development contact:

Bryon Litton-Project Superintendent for Miron Construction Co., Inc. 920-969-7613 bryon.litton@miron-construction.com

111 South Livingston Street (City Parking Garage)

John Nelson-Project Superintendent for Miron Construction Co., Inc. 920-969-7690 john.nelson@miron-construction.com

717 and 756 East Main Street (MG&E)

Stephanie Thomsen, P.E. - Strand Associates 608-251-4843 ext. 1140 stephanie.thomsen@strand.com

There are two abandoned, private railroad crossing which are owned by MG&E that will need to be removed to complete the project. The contract will be required to remove these abandoned crossing in accordance with <a href="BID ITEM 90001">BID ITEM 90001</a> – EXCAVATE, DISPOSE OF AND\OR RECYCLE RAILROAD CROSSING & MATERIALS

Work in this contract may require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. As part of the rock excavation, Madison Gas & Electric will relocate gas services, as needed.

Madison Gas & Electric (Gas)

Steve Beversdorf, P.E.; office (608) 252-1552, cell (608) 444-9620

#### AT&T

Carol Anason; office (608) 252-2385, cell (920) 475-2799

#### Charter

Tom Payne; office (608) 288-6839, cell (608) 574-3331

#### ATC

Ron Latus; cell (262) 364-9048

# SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

# SECTION 107.2 <u>PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS</u>

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

# SECTION 107.6 <u>DUST PROOFING</u>

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

# SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

Traffic Control shall be measured as a lump sum. Payment for the Traffic Control 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. 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. 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 be responsible for installing and maintaining traffic control in accordance with the approved Traffic Control Plan and as directed by the City Traffic Engineer. The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Message boards are to be placed on South Livingston at the project limits.

Message boards shall read:

"LIVNGSTN WORK BEGINS

Day of Week Month/Date"

South Livingston Street may be closed to through traffic for the duration of construction.

The Contractor shall place portable changeable message boards at least five days in advance of closure of South Livingston Street and East Main Street intersection, notifying the public of the closure of the intersection. Message boards are to be placed on East Main Street at the project limits. The intersection of East Main and South Livingston Street shall not be closed for more than 5 days for the duration of the project.

Message boards shall read:

"E MAIN CLOSED @ LIVNGSTN

MON X/XX THRU WED X/XX"

Maintain local and emergency vehicle access at all times. Notice shall be given to the residents or businesses on East Main Street and South Livingston Street 48 hours before any work is done that would obstruct their driveways.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday.

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

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 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. <a href="http://www.cityofmadison.com/business/pw/documents/quidelines\_temporarynoparkingrestrictions.pdf">http://www.cityofmadison.com/business/pw/documents/quidelines\_temporarynoparkingrestrictions.pdf</a>

# NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (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 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 working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction Engineer, that permanent signing is in place and temporary traffic control may be removed.

Contact Sean Malloy, Traffic Engineering Division, <a href="mailto:smalloy@cityofmadison.com">smalloy@cityofmadison.com</a>, 266-5987, with any questions concerning these traffic control specifications.

## SECTION 108.2 PERMITS

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

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

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

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

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

# SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or after <u>July 9, 2018.</u> Once work begins, the Contractor shall have <u>SIXTY (60) CALENDAR DAYS</u> to complete the work.

The Contractor shall note that this project includes an expedited schedule and that the Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4089). The Contractor shall be required to limit workdays to 7:00 PM and work shall not be performed on holidays.

# BID ITEM 20336 - PIPE PLUG

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

Pipe plugs expected for this project will be for erosion control measures. Any inlet and associated pipe removed to install sanitary sewer shall have a temporary plug installed within the pipe to prevent soil and sediment laden trench water from entering the pipe.

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

# SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or by 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 workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

# SECTION 210.6 <u>EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT</u>

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued by both the WDNR and the City. To allow the City

to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

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

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

- 1) The Contractor shall be charged one (1) day of liquidated damages for failure to complete the work during the ordered timeframe and an additional day of liquidated damages for each twenty-four (24) hour period that passes after the initial forty-eight (48) hours during which time the ordered work is not completed.
- 2) At the Engineer's discretion, the work ordered may be completed by City Forces. In this case, the Contractor shall be charged the liquidated damages as described in 1 above and shall be charged the full cost of City Forces responding to complete the ordered work.
- 3) At the Engineer's discretion, work on the project as a whole may be suspended under Section 109.6 until such time as the Contractor completes the originally ordered work. In this case, the Contractor shall still be charged liquidated damages as described in 1 above. Additionally, days of work will continue to be charged during the suspension of work. If this results in the Contractor failing to complete the project within the allotted contract time then additional liquidated damages shall be charged.

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

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

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

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

# ARTICLE 500 SEWERS AND SEWER STRUCTURES

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

# SANITARY SEWER GENERAL

This project consists of the installation of 279' of 8" C-900 pipe. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(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 lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a

structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer onsite, contractors are required to use a sonde device to confirm that the laterals are not active. In addition, contractor will be required to provide a video of the laterals being abandoned prior to them being abandoned.

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

# STORM SEWER AND STRUCTURES 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 stall be the contractor's responsibility and shall not be compensated.

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

SECTION 502.1(c) DEWATERING

**DEWATERING** 

This section describes dewatering the site during construction or working with the water on-site in a manner that allows the project to be constructed in accordance with the plans and specifications. This item includes the dewatering of groundwater, surface water runoff, and trench dewatering, both clean and potentially contaminated.

The contractor is responsible for all work, materials and equipment required to comply with permit conditions to dewater the site. At a minimum, pump water into a settling tank to settle solids prior to discharge into the storm sewer for clean water and into the designated sanitary sewer for potentially contaminated water.

Potentially contaminated zones of groundwater may be encountered near E. Main Street. Conform with the requirements of Section 205 of the Standard Specifications, pertinent parts of the Wisconsin Administrative Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the construction plan set, and as supplemented herein. Comply with all permit requirements and applicable regulations, and monitor the discharge volume of potentially contaminated water generated as necessary to meet the permit requirements.

Discharge <u>potentially contaminated</u> water to the sanitary sewer. For the purposes of this project, suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant.

Obtain a City of Madison Permit to Discharge to the Sanitary Sewer compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt
City of Madison Engineering
608.266-6432
meberhardt@cityofmadison.com

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the *Permit to Discharge to the Sanitary Sewer*. Submit a dewatering plan to the City of Madison for approval with the application for *Permit to Discharge to the Sanitary Sewer*.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer or the Environmental Consultant.

#### CONSTRUCTION

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

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from the dewatering operations directly to a minimum 1,500-gallon holding tank to allow for settlement of large solids. Periodically pump <u>clean water</u> from the top of the settling tank into the storm sewer system. Periodically pump <u>potentially contaminated water</u> from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of potentially contaminated water discharged to the sewer system.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

#### METHOD OF MEASUREMENT

Dewatering of <u>clean water</u> will not be measured. Measure dewatering of <u>potentially contaminated water</u> in gallons and provide this information to the Engineer at the frequency determined by the *Permit to Discharge to the Sanitary Sewer*. This information will not be used as a basis for payment.

# **PAYMENT**

Dewatering is incidental to the contract. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system. The City of Madison will pay for any disposal fees for the discharge of water to the sanitary sewer system.

# BID ITEM 50354 - SANITARY SEWER LATERAL

Sanitary sewer laterals shown on the construction plans were located by City television inspection and records only.

Where the existing sanitary sewer laterals are being extended to connect to the new sanitary sewer main (being installed in a different location as the existing main), pipe plugs shall be required to plug the existing sanitary sewer main on both sides of the old lateral location. The pipe plugs shall be considered incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer.

# BID ITEM 50355 - RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35,). Beyond 5 feet shall be paid for separately (Bid Item 50354 SANITARY SEWER LATERAL.

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

# BID ITEM 50390 - SEWER ELECTRONIC MARKERS

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

#### BID ITEM 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 JOINT SEAL shall be measured by each structure installation acceptably completed.

#### **BASIS OF PAYMENT**

EXTERNAL JOINT SEAL shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

## BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the contractor to locate utilities either by a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

# BID ITEM 90001 - EXCAVATE, DISPOSE OF AND\ OR RECYCLE RAILROAD CROSSING & **MATERIALS**

#### **DESCRIPTION**

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction and as herein modified. There are at least two abandoned railroad crossings that will be encountered in areas of the project to be excavated. This bid item is intended to notify the Contractor of the presents of the railroad crossings and to cover the extra costs that may be associated with excavation and handling of this material. The Contractor is encouraged to recycle any of this material that is suitable for recycling. Note that all quantities of railroad crossing specified for removal are also included in Bid Item - Excavation Cut. Contractor is encouraged to view the site prior to bidding and become familiar with existing conditions. It is anticipated that the Contractor may encounter steel rails and treated timber ties as well as other miscellaneous crossing materials.

## **CONSTRUCTION METHODS**

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction.

# METHOD OF MEASUREMENT

BID ITEM 90001 - EXCAVATE, DISPOSE OF AND\OR RECYCLE RAILROAD CROSSING & MATERIALS shall be measured as each.

# BASIS OF PAYMENT

BID ITEM 90001 - EXCAVATE, DISPOSE OF AND\OR RECYCLE RAILROAD CROSSING & MATERIALS shall be paid as each. Payment is full compensation for furnishing materials necessary, saw cutting and removal of the railroad crossing and materials, and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

# BID ITEM 90030- EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL(UNDISTRIBUTED)

#### **GENERAL**

This special provision describes excavating, loading and hauling of petroleum-contaminated soil to:

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

Landfill tipping fees will be paid for directly by the City of Madison, not the Contractor. The City will be responsible for all waste profiling and provide manifests to the Contractor to take with each load to the landfill. Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

# NOTICE TO THE CONTRACTOR – CONTAMINATED SOIL LOCATION(S)

Contaminated soil was identified near and around the intersection of East Main Street and along the length of South Livingston Street.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the Project Engineer.

#### COORDINATION

Coordinate work under this contract with the City of Madison Environment Consult:

Brynn Bemis 210 Martin Luther King Jr. Blvd., Rm 115 Madison, WI 53703 608.267.1986 608.695.1385 (cell) bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

- 1. Obtaining the necessary landfill profile prior to start of construction.
- 2. Assisting with determining the location and limits of contaminated soil to be excavated based on soil analytical results and field observation.
- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

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

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for potentially contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the project engineer.

# **HEALTH AND SAFETY REQUIREMENTS**

Add the following to standard spec 107.1:

During excavation activities, there is a low potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

#### CONSTRUCTION

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

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

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

# MEASUREMENT AND PAYMENT

The department will measure Excavation and Hauling of Petroleum Contaminated Soil in tons of waste, documented by the weight tickets generated by the selected landfill. The landfill tipping fees will be paid for directly by the City of Madison.

# BID ITEM 90070 - FLUID THERMAL BACKFILL

#### **DESCRIPTION**

Work under this bid item shall include placing Fluid Thermal Backfill around ATC's 138KV lines located on S. Livingston Street in order to install the proposed sanitary sewer. This bid item is intended to be utilized by the proposed crossing of the ATC's existing 138KV line.

#### **MATERIALS**

The slurry shall conform to the following one (1) cubic yard mix:

30 lb	Type I Portland Cement
240 lb	Class C Fly Ash
1870 lb	Medium Aggregate (3/8" pea gravel)
1570 lb	Concrete Sand – 4100 (ASTM C-33)
320 lb	Water
200 psi	Compressive Strength (28 days)

#### Notes:

- 1. No air entraining agent will be allowed to be used with the mix design
- 2. All design aggregate batch weights are saturated surface dry
- 3. Aggregate batch weights will be adjusted for free moisture at time of mixing
- 4. Admixture quantity may be varied within manufacturers recommended dosage to provide desired results

ATC Thermal Flowable Backfill approved suppliers for the Madison Area are as follows:

Wingra Redi-Mix Inc;

ATC Approved Thermal Flowable Backfill: Wingra Mix No. 912

P.O. Box 44284 2975 Kapec Rd

Madison, WI 53744

Web Site: www.wingrastone.com

5 Plants in Dane and Jefferson Counties Central Dispatch Tel.: 608-271-9388

Toll Free Tel.: 800-249-6908

Lycon, Inc.;

ATC Approved Thermal Flowable Backfill: Lycom Prod. # 956087S (M&M #748)

1110 Harding St. Janesville, WI 53545

Tel.: (608) 754-7701 / (800) 262-8604

Web Site: www.lyconinc.com

14 plants in South Central Wisconsin Central Dispatch Tel.: 608-251-0073

Toll Free Tel.: 800-955-8758 / (800) 955-7702

#### CONSTRUCTION

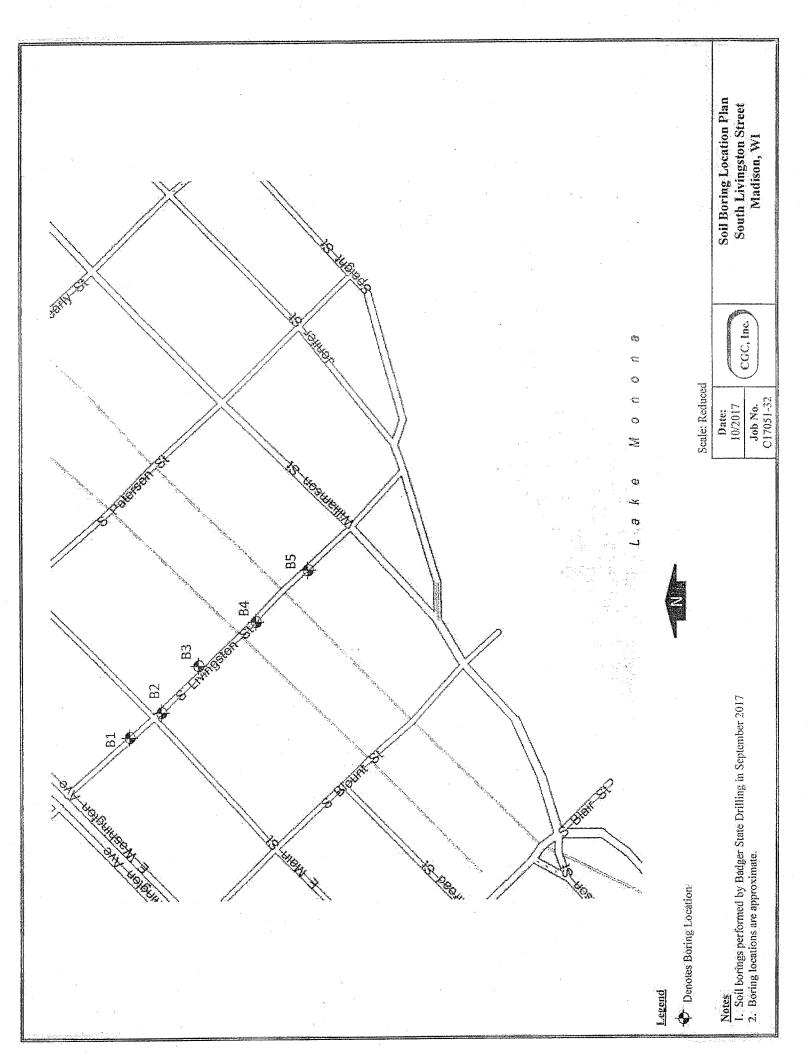
Work will be completed in accordance of ATC's utility crossing requirements. Mix design and installation method will be in accordance with the materials section or ATC's requirements.

#### **METHOD OF MEASUREMENT**

Measurement for Fluid Thermal Backfill will be by each unit constructed and accepted in the field. The amount of Fluid Thermal Backfill is estimated to be one cubic yard per crossing. Any additional Fluid Thermal Backfill used will be considered incidental to the contract unit bid price. No extra compensation will be granted for alternate mix design/backfill installation method called for by ATC.

# **BASIS OF PAYMENT**

Fluid Thermal Backfill shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work (all excavation, disposing of excess material: furnishing and placing backfill, shoring of ATC ducts for the crossing), materials, labor, and incidentals required to complete the work as set forth in the description.



CG	nc	
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# LOG OF TEST BORING

Project South Livingston Street

100'NW of Main, 5'NE of CL

Location Madison, Wisconsin

 Boring No.
 1

 Surface Elevation (ft)
 850±

 Job No.
 C17051-32

 Sheet
 1 of
 1

2921 Ferry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887											
SAMPLE						VISUAL CLASSIFICATION		. PRO	PEF	RTIE	S
No.	Rec P (in.)	Moist	N	Depth (ft)		and Remarks	qu (qa) (tsf)	W	LL	PL.	LI
				L		6 in. Asphalt Pavement/9 in. Base Course					
]	18	М	13			FILL: Mix of Sand, Silt, Clay and Cinders					Amagidalar <sub>ing</sub> of the Propinsi
				l		Loose, Dark Brown to Black Fibrous PEAT (PT)					
2	14	M	7	<u></u>				221.7			78.2
				<b>W</b>		Soft to Medium Stiff, Gray Lean CLAY, Occasional					
3	18	M	1	<b>1</b>		Plant Fibers (CL)	(0.5)				
				<u> </u>							
4	18	М	4	 			(0.75)				***************************************
							The state of the s			The state of the s	Management (Management (Management (Management (Management (Management (Management (Management (Management (Ma
5	1	W	20			Medium Dense, Brown to Gray Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6.	10	W	26	15  - 							
						End of Boring and Asphalt Patch at 16.6 ft	Andrews	Variety Control of the Control of th			
						Backfilled with Bentonite Chips and Asphalt Patch	***************************************				
NAMES OF TAXABLE PARTY.	***************************************			<u>-</u>		(N 43° 04.825', W 89° 22.458')			***************************************		
			187	20-		VEL ODCEDVATIONS	_				
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CCC	Inc )
COC	

# LOG OF TEST BORING

Project South Livingston Street Su 60'SE of Main, 15'SW of CL Joh Location Madison, Wisconsin Sh

Boring No. 2
Surface Elevation (ft) 850±
Job No. C17051-32
Sheet 1 of 1

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

SAMPLE					. Pel	VISUAL CLASSIFICATION		SOIL	PRO	PEF	RTIE	S
No.	T Rec Y (in.)	Moist	N	Depth (ft)		and Remarks	-	qu (qa) (taf)	쯗	LL	PL	ΓÏ
	E-			ļ 1	X	7 in. Asphalt Pavement/7 in. Base Course	***************************************					
1	16	M	22	<u></u>		FILL: Medium Dense to Very Loose, Lighto Brown SAND with Variable Silt and Grontents	t Brown avel		-			
2,	14	W	6				The second secon					
3	18	W	4				NO PORTOR OF THE PROPERTY OF T					
4	12	W	4	1 10							-	
	AND DE DATE OF CHANGE OF C		in i maray, ara anna a cearachmaint agus a chair air air air an tarainn ann ann an ann an ann ann ann ann a			Stiff Gray Lean CLAY, Occasional Plant I (CL)	Fibers			and the first of t		
5	18	W	7			Petroleum Odor Noted Near 14 ft		(1.25)				
			The first district and	15-	The state of the s	End of Boring and Asphalt Patch at Backfilled wtih Bentonite Chips and Asph (N 43° 04.804', W 89° 22.436')	nalt Patch					
	11		W	ATE	₹ L	EVEL OBSERVATIONS	G	ENERA	L NC	TES	3	
Tim Dep Dep	th to V th to O	r Drilli Vater Cave in			топравини	10 Min. 5'	Driller B	7/17 End SD Chief DC Editor d 2.25" H	ES	C F		ME-55



# LOG OF TEST BORING

Project South Livingston Street
275'SE of Main, 20'SW of CL
Location Madison, Wisconsin

Boring No. 3
Surface Elevation (ft)  $851\pm$ Job No. C17051-32
Sheet 1 of 1

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

SAMPLE						VISUAL CLASSIFICATION	SOIL PROPERTIES					
No.	Rec P(in.)	Moist	и	Depth (ft)		and Remarks	qu (qa) (tsf)	w	LL	PL	LI	
					X	24 in. Base Course						
I	3	М	13	Ė							4 :	
				 		FILL: Medium Dense, Brown to Black Gravel and Cinders to 3 ft.		200				
2	16	М	8	<u></u>		Loose, Black Cinders and Peat to 5.5 ft						
				-  -  _		Soft to Very Soft, Gray Lean CLAY, Occasional						
3	18	M	6	-  -  -		Plant Fibers (CL)	(0.4)					
A	10	3.4	-	<u></u>							***************************************	
4	18	М	5				(0.25)					
										And the same life is a strong party of the same and the s		
5	18	W	4				(0.25)	,				
				15-  -  -  -  -  -  -		End of Boring and Asphalt Patch at 15 ft  Backfilled with Bentonite Chips and Base Course  (N 43° 04.773', W 89° 22.399')		100 A	- And Andrews and		Contraction of the contraction o	
T THE TOTAL AND A STATE OF THE TOTAL AND A STA				20-					***************************************	- All (C. physical discussion applications)		
			W	ATER	LE	VEL OBSERVATIONS (	GENERAI	_ NO	TES			
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CGC	Inc.)
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Depth to Cave in

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

#### LOG OF TEST BORING

Project South Livingston Street South Livingston Street Journal Madison, Wisconsin Street Madison, Wisconsin Street Madison Madison, Wisconsin Street Madison, Wisconsin Madison, W

Boring No. 4

Surface Elevation (ft) 852±

Job No. C17051-32

Sheet 1 of 1

Drill Method 2.25" HSA; Autohammer

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887 SOIL PROPERTIES SAMPLE VISUAL CLASSIFICATION and Remarks Depth Rec (ga) Moist (tsf) (ft) 18 in. Base Course Having Trace Cinders with Depth M FILL: Loose to Medium Dense, Brown Sand with Variable Silt and Gravel Contents 10 16 M Loose to Very Loose, Dark Brown Sedimentary PEAT (PT) 3 16 M 27.1 96.2 Loose, Gray Sandy SILT (ML) 5 4 18 M Medium Dense, Gray Fine to Medium SAND, Trace Silt (SP) 13 W 5 End of Boring at 15 ft Backfilled with Bentonite Chips and Base Course (N 43° 04.747', W 89° 22.367') GENERAL NOTES WATER LEVEL OBSERVATIONS 9/25/17 End 9/25/17 Upon Completion of Drilling \_\_\_\_\_10.6' Start **▽** 11.0' While Drilling Driller BSD Chief MC Rig CME-55 Time After Drilling Logger DC Editor ESF Depth to Water

10.6



#### LOG OF TEST BORING

Project South Livingston Street
30'SE of Bike Path, 20'SW of CL
Location Madison, Wisconsin

 Boring No.
 5

 Surface Elevation (ft)
 852±

 Job No.
 C17051-32

 Sheet
 1 of
 1

				- 292	1 Par	ry Street, Madison, WI 53713 (608) 288-4100, FAX (	608) 21	88-7887				
	SA	MPL	E	-		VISUAL CLASSIFICATION		SOIL	PRO	PEF	RTIE	S
No.	Rec (in.)	Moist	N	Depth (ft)		and Remarks		(da) (tat)	Fq	ΓΓ	ΡĽ	LI
				  - 		12 in, Brown Sandy TOPSOIL						
1	16	M	23			FILL: Medium Dense, Brown Crushed Aggregate 3 ft	to					
	1.4		1 1	<u> </u>		Medium Dense, Brown Sand to 5.5 ft	<b>-</b>	erry ggyer grouppyring y risted i designe, and it do is do is designed in the re-				
2.	14	M	11	L				·				
	3.5					Soft to Medium Stiff, Gray Lean CLAY, Occasion	nal _	······································				
3	16	M	4	<u> </u>		Plant Fibers (CL)		(0.5)				
	10	X # /3X7		<u> -</u>  -			-	·····				
4	18	M/W	3				-	(0.5)				
5	18	W	12		***************************************	Medium Stiff/Medium Dense, Gray Varved Lean CLAY and SILT, Trace Sand (CL/ML)						
				<u></u>				(0.75)				
The state of the s			The state of the s	20-		End of Boring at 15 ft  Backfilled with Bentonite Chips and Soil Cutting  (N 43° 04.728', W 89° 22.344')	55				And the second s	
		1	W	ATER	LE	EVEL OBSERVATIONS	ĞI	ENERA	_ NO	TES	<u>_</u>	
Time Deptl Deptl	to W	Drillin ater ave in	_	***************************************		Jpon Completion of Drilling 11.3' Start Driller Logger Drill Me	BS) DC			R	*****	4E-55



Department of Public Works

#### **Engineering Division**

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

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

**Assistant City Engineer** 

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

Principal Engineer 2

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

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager Steven B. Danner-Rivers

March 6, 2018

#### NOTICE OF ADDENDUM ADDENDUM NO. 1

#### CONTRACT NO. 8103, PROJECT NO. 11599 SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

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

#### **BID OPENING:**

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1. The Bid submission deadline has been extended.

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

#### http://www.bidexpress.com

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

Sincerely,

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

Cc: Greg Fries

#### SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8103
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 2, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 15, 2018
BID SUBMISSION (2:00 P.M.)	MARCH 22, 2018
BID OPEN (2:30 P.M.)	MARCH 22, 2018
PUBLISHED IN WSJ	FEBRUARY 22, MARCH 1 & MARCH 9, 2018

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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



Department of Public Works

#### **Engineering Division**

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

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
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www.cityofmadison.com/engineering

Assistant City Engineer Gregory T. Fries, P.E. Kathleen M. Cryan

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

Principal Engineer 1 Christina M. Bachmann, P.E. Mark Moder, P.E. Janet Schmidt, P.E.

Facilities & Sustainability Jeanne E. Hoffman, Manager

Mapping Section Manager Eric T. Pederson, P.S.

> Financial Manager Steven B. Danner-Rivers

March 21, 2018

#### NOTICE OF ADDENDUM ADDENDUM NO. 2

#### CONTRACT NO. 8103, PROJECT NO. 11599 SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

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

#### BID OPENING:

REMOVE AND REPLACE PAGE A-1 OF SECTION A: ADVERTISEMENT FOR BID AND INSTRUCTION TO BIDDERS with the attached page A-1. The Bid submission deadline has been extended.

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

http://www.bidexpress.com

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

Sincerely,

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

Cc: Greg Fries

#### SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SOUTH LIVINGSTON STREET
	RECONSTRUCTION ASSESSMENT
	DISTRICT - 2018
CONTRACT NO.:	8103
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 2, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 29, 2018
BID SUBMISSION (2:00 P.M.)	APRIL 5, 2018
BID OPEN (2:30 P.M.)	APRIL 5, 2018
PUBLISHED IN WSJ	2-22,3-1,3-8, MARCH 22 & MARCH 29, 2018

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

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

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

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

#### SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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



Department of Public Works

#### **Engineering Division**

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

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

Assistant City Engineer

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

Principal Engineer 2

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

Principal Engineer 1

Christina M. Bachmann, P.E.

Mark Moder, P.E.

Janet Schmidt, P.E. Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager

Eric T. Pederson, P.S.

Financial Manager

Steven B. Danner-Rivers

March 28, 2018

#### NOTICE OF ADDENDUM ADDENDUM NO. 3

#### CONTRACT NO. 8103, PROJECT NO. 11599 SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

Revise and amend the contract document(s) for the above project as stated in this addendum, ALL the original documents have been replaced in bid express.

#### Plans:

The storm sewer plan Sheets U1-2 and erosion control plan sheets EC1-2 have been revised. Please use the new plan set.

#### Specifications:

Several items have been removed and revised, please use the revised specification.

#### Proposal:

Several bid items were missing and numbers have been revised please use the revised proposal.

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

#### http://www.bidexpress.com

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

Sincerely,

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

Cc: Greg Fries

#### SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

#### A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SOUTH LIVINGSTON STREET
	RECONSTRUCTION ASSESSMENT
	DISTRICT - 2018
CONTRACT NO.:	8103
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 2, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 1, 2018
BID SUBMISSION (2:00 P.M.)	MARCH 8, 2018
BID OPEN (2:30 P.M.)	MARCH 8, 2018
PUBLISHED IN WSJ	FEBRUARY 22 & MARCH 1, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. 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.

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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 prequalified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

incidental to the bid price for SANITARY SEWER LATERAL. All work associated with this bid item shall comply with Article 503 of the Standard Specifications.

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line. Contractors are encouraged to have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal.

Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer.

#### **BID ITEM 50355 - RECONNECT SANITARY LATERAL**

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 35,). Beyond 5 feet shall be paid for separately (Bid Item 50354 SANITARY SEWER LATERAL.

The first 5 feet of sewer lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconnections. Lateral connections connecting to sewer access structures shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

#### **BID ITEM 50390 - SEWER ELECTRONIC MARKERS**

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

#### BID ITEM 50801 - UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. It is the discretion of the contractor to locate utilities by either a trench excavation or by a pothole technique. However, the contractor shall not be compensated more than once for multiple utilities located within a maximum distance of five (5) feet long.

## BID ITEM 90001 - EXCAVATE, DISPOSE OF AND\ OR RECYCLE RAILROAD CROSSING & MATERIALS

#### DESCRIPTION

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction and as here in modified. There are at least 2 abandoned railroad crossings that will be encountered in areas of project to be excavated. This bid item is intended to notify the Contractor of the presents of the railroad crossings and to cover the extra costs that may be associated with excavation and handling of this material. The Contractor is encouraged to recycle any of this material that is suitable for recycling. Note that all quantities of railroad crossing specified for removal are also included in Bid Item - Excavation Cut. Contractor is encouraged to view the site prior to bidding and become familiar with existing conditions. It is anticipated that the Contractor may encounter steel rails and treated timber ties as well as other miscellaneous crossing materials.

#### **CONSTRUCTION METHODS**

All work under this item shall be in accordance with Article 201 of the Standard Specifications for Public Works Construction.

#### METHOD OF MEASUREMENT

BID ITEM 90001 - EXCAVATE, DISPOSE OF AND\OR RECYCLE RAILROAD CROSSING & MATERIALS shall be measured as each.

#### **BASIS OF PAYMENT**

BID ITEM 90001 - EXCAVATE, DISPOSE OF AND\OR RECYCLE RAILROAD CROSSING & MATERIALS shall be paid as each. Payment is full compensation for furnishing materials necessary, saw cutting and removal of the railroad crossing and materials, and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

#### **BID ITEM 90030- LATERAL TELEVISING**

#### DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals to televise all laterals on the plan set that are to abandoned by the contractor. Contractor shall provide pre-abandonment videos of all laterals that are abandoned with the contract. The intent of this bid item is to avoid any missed lateral connections during construction. Contractor shall provide a clearly identified location of the lateral on the plan set. The lateral location may be drawn on the City's plan set providing approximate plan stationing. All videos shall have a numbering identification system that matches the abandoned lateral location as it is drawn by the contractor on the plan. Property address alone as an identifier will not be acceptable The contractor can either televise the laterals prior to construction using a lateral launching camera or the contractor may wait until construction and utilize a camera from the sewer excavation trench. Payment for lateral televising is not intended to utilized on all laterals but rather only for laterals that are to be abandoned by the contractor. The City will provide TV inspection reports of the City sewer main upon awarding the contract identifying which laterals appear to be active and dead.

#### METHOD OF MEASUREMENT

Lateral Televising shall be measured by the each completed lateral video of lateral that is abandoned.

If no TV video and record are submitted, no measurement of payment will be made.

#### BASIS OF PAYMENT

Lateral Televising shall be paid for at the contract price, which shall be full compensation for all work as outlined in the description.

#### BID ITEM 90031 - EXCAVATION AND HAULING OF PETROLEUM CONTAMINATED SOIL(UNDISTRIBUTED)

#### A.1 GENERAL

This special provision describes excavating, loading and hauling of petroleum contaminated soil to:

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

Landfill tipping fees will be paid for directly by the City of Madison, not the Contractor. The City will be responsible for all waste profiling and provide manifests to the Contractor to take with each load to the landfill. Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

#### A.2 NOTICE TO THE CONTRACTOR - CONTAMINATED SOIL LOCATION(S)

Contaminated soil was identified near and around the intersection of East Main Street and along the length of South Livingston Street.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the Project Engineer.

#### A.3 COORDINATION

Coordinate work under this contract with the City of Madison Environment Consult:

Brynn Bemis 210 Martin Luther King Jr. Blvd., Rm 115 Madison, WI 53703 608.267.1986 608.695.1385 (cell) bbemis@cityofmadison.com

The role of the Environmental Consultant will be limited to:

- 1. Obtaining the necessary landfill profile prior to start of construction.
- 2. Assisting with determining the location and limits of contaminated soil to be excavated based on soil analytical results and field observation.
- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

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

The environmental consultant will be responsible for obtaining the necessary landfill profile approval for potentially-contaminated soil. Do not transport materials offsite to a landfill for disposal without prior approval from the project engineer.

#### A.4 HEALTH AND SAFETY REQUIREMENTS

Add the following to standard spec 107.1:

During excavation activities, there is a low potential of encountering material contaminated with hazardous materials or petroleum-related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response

(HAZWOPER), as provided in 29 CFR 1910.120.

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

#### B (VACANT)

#### **C CONSTRUCTION**

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

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

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. If contaminated soil must be stored overnight on site, it shall be placed on a plastic sheet and covered in plastic, or some other impermeable material.

Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

#### D MEASUREMENT AND PAYMENT

The department will measure Excavation and Hauling of Petroleum Contaminated Soil in tons of waste, documented by the weight tickets generated by the selected landfill. **The landfill tipping fees will be paid for directly by the City of Madison.** 

## SANITARY & STORM SEWER SCHEDULE

PROPOSI	ED SANIT	ARY STRI	JCTURES				
SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES	
SAS #1	122+26.73	LT-1.82	850.21	842.85	7.36	(2)(3)	
REMOVE	SANITAR	Y STRUC	TURES				
SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH		NOTES
SAS 5347-002	122+26.73	LT-1.83	850.25	842.85	7.40		
PROPOSI	ED STORI	W STRUCT	TURES				
STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
S-1 S-2 S-3	121+50.00 121+68.28 122+06.13	LT-19.50 LT-19.50 LT-39.96	H Inlet H Inlet Collar	849.79 849.89	847.35 847.46 847.10	2.44 2.43	LP;FP; w/ R-3067-7004-VB FP; w/ R-3067-7004-V
S-4 S-5 S-6	122+07.73 122+42.84 122+70.99	LT-45.13 LT-44.60 LT-17.70	H Inlet 3x3 SAS H Inlet	849.92 850.06 849.90	847.11 847.13 847.48	2.81 2.93 2.42	LP;FP; w/ R-3067-7004-VB LP;FP; w/ R-3067-7004-VB LP;FP; w/ R-3067-7004-VB
S-7 S-8	122+69.41 122+75.48	RT-18.18 RT-17.48	Collar H Inlet	- 849.86	847.61 847.61	2.25	LP;FP; w/ R-3067-7004-VB
REMOVE	STORM S	STRUCTUE	RES				
STRUC. NO.	ID NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES		
RS-1 RS-2 RS-3	IN 5347-067 IN 5347-068 IN 5347-065	122+06.43 122+43.93 122+69.42	LT-40.01 LT-39.40 RT-18.18	INLET INLET INLET			
STORM S	EWER UL	<u>.Os</u>					
ULO NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES			
ULO1 ULO2 ULO3 ULO4 ULO5 ULO6 ULO6	121.+09.10 121+19.96 122+04.17 122+51.85 122+56.41 122+65.88 121.+75.00	LT-19.50 LT-19.00 LT-38.49 LT-38.47 LT-31.00 LT-23.13 LT-0.19	ATC ELEC ATC ELEC TEL & GAS GAS GAS GAS ELEC				
ULO8 ULO9 ULO10 ULO11 ULO12	121+04.12	RT-0.26	ATC ELEC	UNDISTRII UNDISTRII UNDISTRII UNDISTRII	BUTED BUTED		

SPECIFIC NOT	г.ъ

<sup>(1)</sup> TAP & RECONNECT 15" STORM FROM 111 S LIVINGSTON (PAID PER BID ITEM 50792 & 50793)

S. LIVINGSTON ST. RECONSTRUCTION - 2018	SHEET NO.
PROJECT NO. 11599	U-2
SEWER SCHEDULE	
CITY	DE MADISON

PROPOSED SA	NITARY PIPES									
FROM	ТО	DWNSTRM		PLAN (PAY)		PIPE		NOTES		
(DNSTM)	(UPSTM)	E.I.	E.I.	LGTH (FT	(%)	SIZE	TYPE			
SAS 5247-054	SAS #1	840.61	842.85	279.00	0.80%	8"	SDR-35	STUB PRO	VIDED AT SAS 524	7-054
REMOVE SANI			DAID 0(A)	DAY	0175	DIDE TYPE	•	NOTES		
FROM (DNSTM)	TO (UPSTM)	LGTH (F1)	PAID (Y/N)	AMOUNT	SIZE	PIPE TYPE	3	NOTES		
(DNSTNI)	(UF31WI)			AIVIOUNT						
SAS 5247-054	SAS 5347-002	279.00	Ν	0.00	10"	EX. SAN V	P	PLUG PIPE	E AT SAS 5247-054	
PROPOSED ST	OBM DIDES									
PIPE	FROM	TO	DISCH.	INLET	PLAN (PAY)	PIPE	SLOPE	PIPE	TYPE	NOTES
NO.	(DNSTM)	(UPSTM)	E.I.	E.I.	LGTH (FT)	LGTH (FT)	(%)	SIZE		
P-1	Al-1	S-1	847.06	847.35	74.5	71.4	0.41%	12"	TYPE II STORM	
P-2	S-1	S-2	847.40	847.46	18.5	15.3	0.39%	12"	TYPE II STORM	
P-3	S-3	S-4	847.10	847.11	5.5	3.8	0.26%	12"	RCP	
P-4	S-4	S-5	847.11	847.13	35.0	32.5	0.06%	14"x23"	HERCP	
P-5	S-5	S-6	847.30	847.48	37.0	35.5	0.51%	12"	TYPE II STORM	
P-6	S-7	S-8	847.61	847.61	6.0	4.5	0.00%	12"	RCP	
REMOVE STOP	RM PIPES									
REMOVE	REMOVE	REMOVE	LGTH	PIPE	PIPE	PAID	NOTES			
NO.	FROM	ТО	(FT)	SIZE	TYPE	(Y/N)				
RP-1	RS-1	RS-2	38.50	12.00	RCP	Υ				

#### STORM STRUCTURE ADJUSTMENTS

ADJUST NO.	STATION	LOCATION EX. TOC (OFFSET) ELEV.	ADJUST ELEV.	ADJUST DIFF.	NOTES
Al-1	120+75.58	LT-19.50 849.44	850.00	0.56	ı
Al-2	120+74.83	RT-18.52 849.12	849.58	0.46	

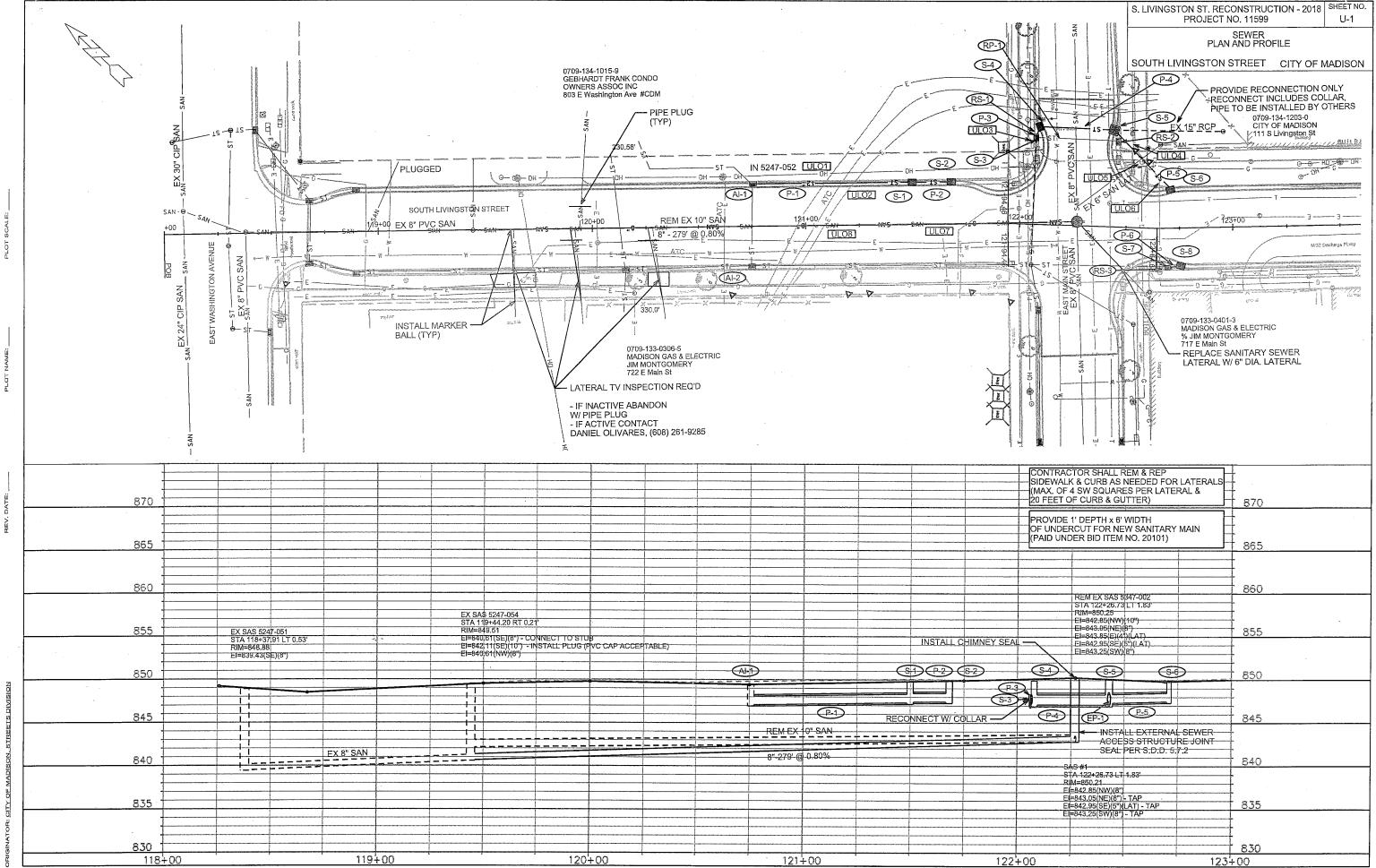
NOTE: PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.

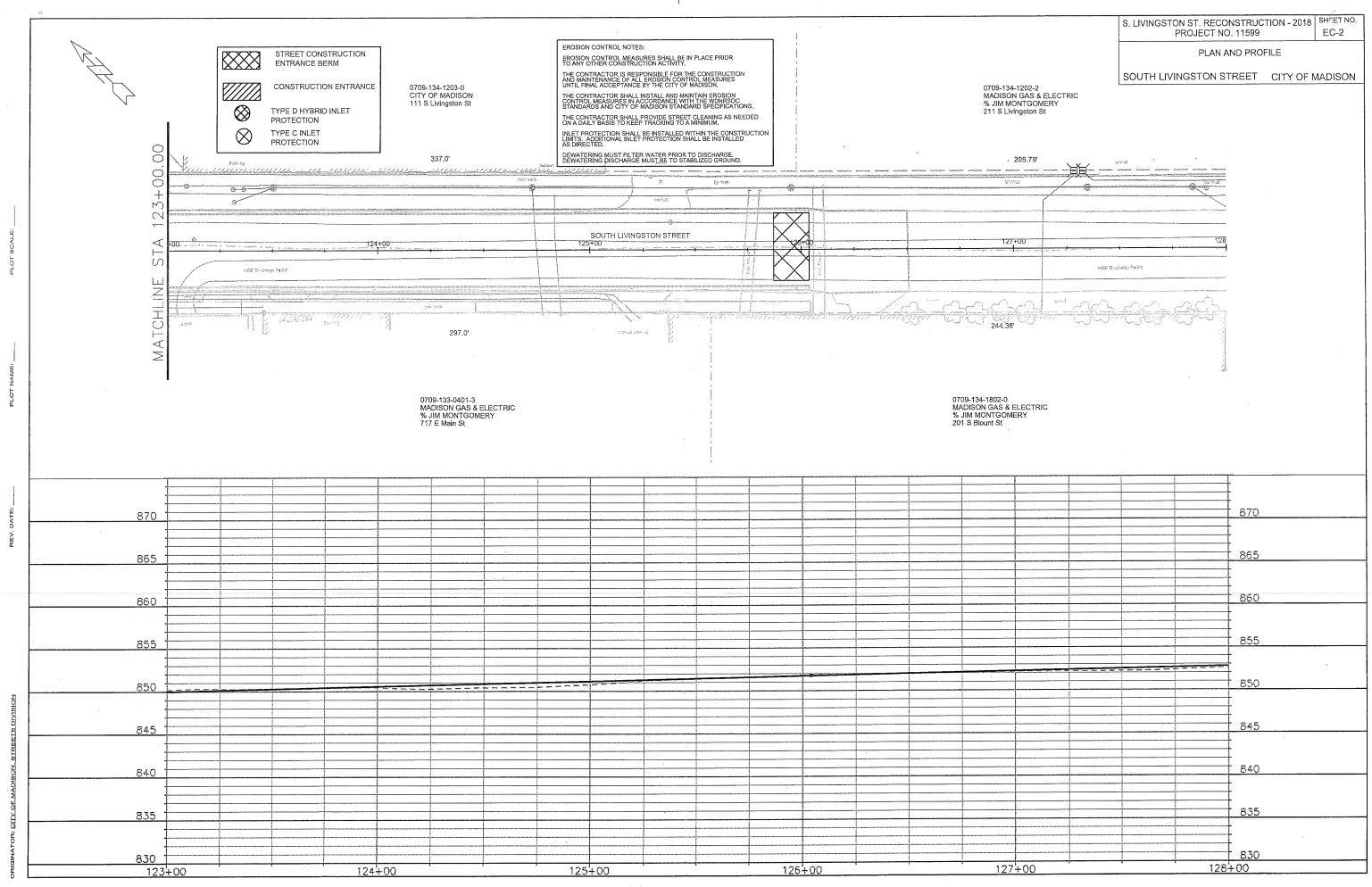
#### STANDARD NOTES:

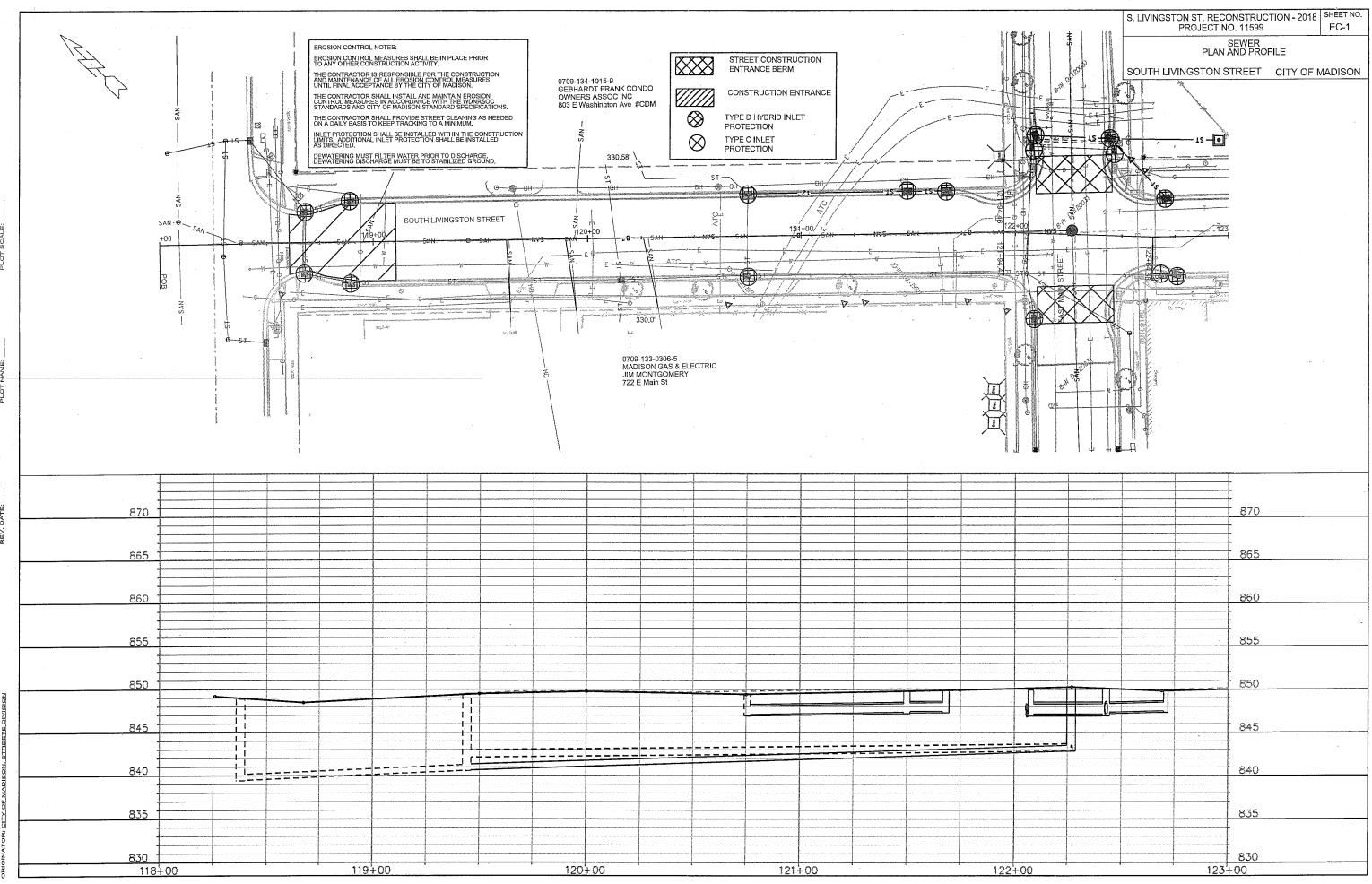
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- TOP OF CONCRETE ROOF (TR) IS 1.25' BELOW TOP OF CASTING UNLESS OTHERWISE NOTED.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT DANIEL OLIVARES OF CITY ENGINEERING AT (608) 261-9285 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO DAOLIVARES@CITYOFMADISON.COM.

<sup>(2)</sup> EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL (PAID UNDER BID ITEM 50797)

<sup>(3)</sup> INSTALL INTERNAL CHIMNEY SEAL (PAID UNDER BID ITEM 50771)







SANITARY & STORM SEWER SCHEDULE

\* REV 3/26/2018 DAO

SHEET NO. S. LIVINGSTON ST. RECONSTRUCTION - 2018 PROJECT NO. 11599 U-2

SEWER SCHEDULE

CITY OF MADISON

NOTES

	PROPOSI	ED SANIT	ARY STRU	JCTURES				
	SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	NOTES	
	SAS #1	122+26.73	LT-1.82	850.21	842.85	7.36	(2)(3)	
	REMOVE	SANITAR	Y STRUCT	TURES				
	SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	E.I.	DEPTH	•	NOTES
	SAS 5347-002	122+26.73	LT-1.83	850.25	842.85	7.40		
	DBUDUCE	EN STARI	W STRUCT	IIRES				
	STRUC.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
*	S-1 S-2 S-3 S-4 S-5 S-6 S-7	122+06.24 121+68.28 121+50.00 122+07.73 122+42.84 122+70.99 122+69.41	RT-16.87 LT-19.50 LT-19.50 LT-45.13 LT-44.60 LT-17.70 RT-18.18	3x3 SAS H Inlet H Inlet H Inlet 3x3 SAS H Inlet Collar	849.74 849.89 849.79 849.92 850.06 849.90	847.02 847.41 847.47 847.11 847.13 847.48 847.61	2.72 2.48 2.32 2.81 2.93 2.42	FP; w/ R-1550-0054 FP; w/ R-3067-7004-V LP;FP; w/ R-3067-7004-VB LP;FP; w/ R-3067-7004-VB LP;FP; w/ R-3067-7004-VB LP;FP; w/ R-3067-7004-VB
	S-8	122+75.48	RT-17.48	H Inlet	849.86	847.61	2.25	LP;FP; w/ R-3067-7004-VB
	REMOVE STRUC. NO.	STORM S ID NO.	STRUCTUR STATION	RES LOCATION (OFFSET)	TYPE	NOTES		
	RS-1 RS-2 RS-3		122+06.43 122+43.93 122+69.42	LT-40.01 LT-39.40 RT-18.18	INLET INLET INLET			
	CTODM C	EWED III	00					
	STORM SI ULO NO.	STATION	LOCATION (OFFSET)	TYPE	NOTES			
*	ULO1 ULO2 ULO3 ULO4 ULO5 ULO6 ULO7 ULO8 ULO9	121+98.89 121+04.12 120+96.13 122+51.85 122+56.41 122+65.88 122+06.24	LT-17.12 RT-0.26 RT-0.03 LT-38.47 LT-31.00 LT-23.13 RT-16.87	ELEC ATC ELEC ATC ELEC GAS GAS GAS FO	UNDISTRIE	BUTED		
	ULO10 ULO11 ULO12				UNDISTRIE UNDISTRIE UNDISTRIE	BUTED		-

	PROPOSED SA	NITARY PIPES						_			
	FROM (DNSTM)	TO (UPSTM)	DWNSTRM E.I.	IUPSTRM E.I.	PLAN (PAY) LGTH (FT	SLOPE (%)	PIPE SIZE	PVC TYPE	NOTES		
	SAS 5247-054	SAS #1	840.61	842.85	279.00	0.80%	8"	SDR-35	STUB PRO	OVIDED AT SAS 52	47-054
	REMOVE SANI FROM (DNSTM)	TARY PIPES TO (UPSTM)	LGTH (FT)	PAID (Y/N)	PAY AMOUNT	SIZE ·	- PIPE TYPI	≣ .	NOTES		
	SAS 5247-054	SAS 5347-002	279.00	Ν	0.00	10"	EX. SAN V	/P	PLUG PIPE	E AT SAS 5247-054	1
	PROPOSED ST PIPE NO.	FROM (DNSTM)	TO (UPSTM)	DISCH. E.I.	INLET E.I.	PLAN (PAY) LGTH (FT)	PIPE LGTH (FT	SLOPE ) (%)	PIPE SIZE	TYPE	NOTES
*	P-1 P-2 P-3 P-4 P-5 P-6	S-1 S-2 S-1 S-4 S-5 S-7	S-2 S-3 S-4 S-5 S-6 S-8	847.27 847.41 847.02 847.11 847.30 847.61	847.41 847.47 847.11 847.13 847.48 847.61	39.0 18.5 28.5 35.0 37.0 6.0	36 15.5 25 32.5 35.5 4.5	0.39% 0.39% 0.36% 0.06% 0.51% 0.00%	12" 12" 15" 14"x23" 12" 12"	TYPE II STORM TYPE II STORM TYPE II STORM HERĈP TYPE II STORM RCP	
	REMOVE STOR	RM PIPES REMOVE FROM	REMOVE TO	LGTH (FT)	PIPE SIZE	PIPE TYPE	PAID (Y/N)	NOTES			
	RP-1 RP-2	<b>S-1</b> RS-1	<b>RS-1</b> RS-2	<b>23.00</b> 38.50	<b>15.00</b> 12.00	RCP RCP	N Y				
	STORM STRUC	TURE ADJUSTI	MENTS								
	ADJUST NO.	STATION	LOCATION (OFFSET)		ADJUST ELEV.	ADJUST DIFF.	NOTES				
	Al-1 Al-2	120+75.58 120+74.83	LT-19.50 RT-18.52	849.44 849.12	_850.00 849.58	0.56 0 <u>.</u> 46					
		NOTE	: PLAN LEN IS ACTUAI	L LENGTH C	ENGTH) IS F OF PIPE FROM	ROM CENTEF M STRUCTUR	R OF STRU E WALL TO	CTURE TO C STRUCTUR	ENTER OF E WALL. SI	STRUCTURE. PIP LOPE CALCULATE	E LENG

OF STRUCTURE. PIPE LENGTH \_ SLOPE CALCULATED USING PIPE LENGTH.

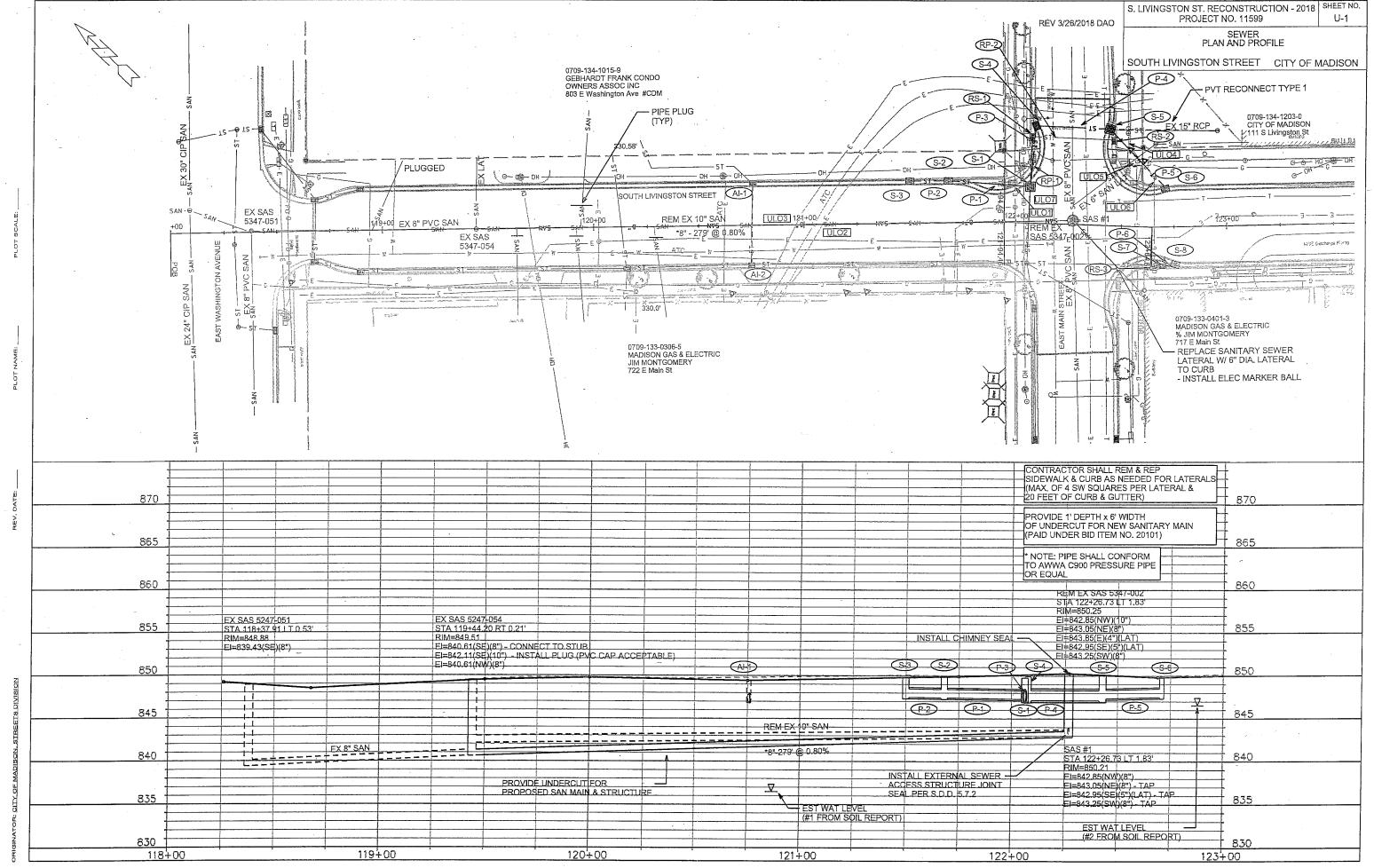
#### STANDARD NOTES:

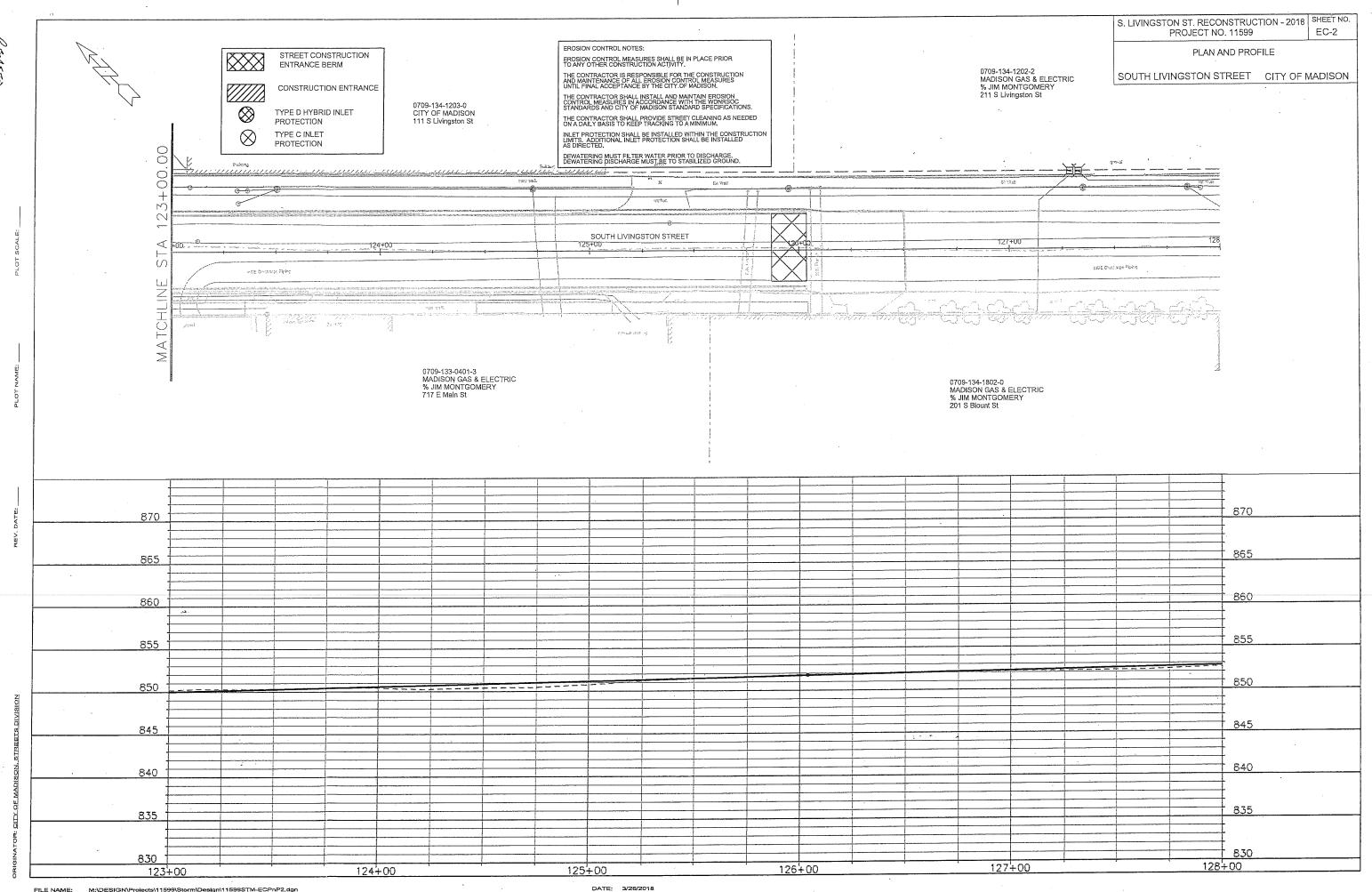
- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN

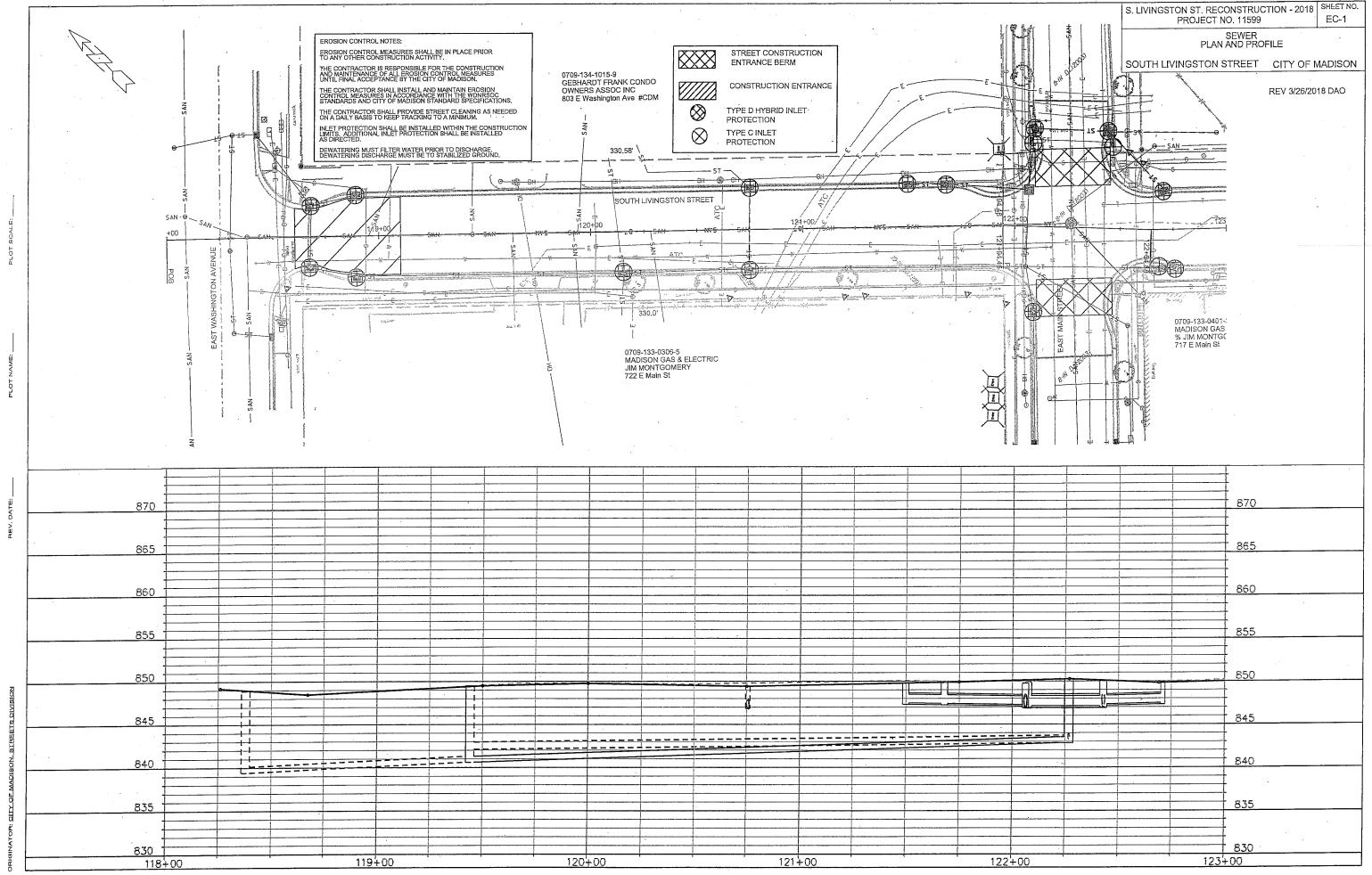
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS'S.
- TOP OF CONCRETE ROOF (TR) IS 1.25' BELOW TOP OF CASTING UNLESS OTHERWISE NOTED.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT DANIEL OLIVARES OF CITY ENGINEERING AT (608) 261-9285 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608)264-9275, OR EMAIL SHOP DRAWINGS TO DAOLIVARES@CITYOFMADISON.COM.

#### SPECIFIC NOTES

- (1) TAP & RECONNECT 15" STORM FROM 111 S LIVINGSTON (PAID PER BID ITEM 50793)
- (2) EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL (PAID UNDER BID ITEM 50797)
- (3) INSTALL INTERNAL CHIMNEY SEAL (PAID UNDER BID ITEM 50771)









Department of Public Works

#### **Engineering Division**

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

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

**Assistant City Engineer** 

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

Principal Engineer 2

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

Principal Engineer 1

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

Facilities & Sustainability

Jeanne E. Hoffman, Manager

Mapping Section Manager Eric T. Pederson, P.S.

> Financial Manager Steven B. Danner-Rivers

April 3, 2018

#### NOTICE OF ADDENDUM ADDENDUM NO. 4

#### CONTRACT NO. 8103, PROJECT NO. 11599 SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

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

#### SECTION 109.2 PROSECUTION OF THE WORK

Add the following:

All work shall be completed on or before **SEPTEMBER 15, 2018.** 

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

http://www.bidexpress.com

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

Sincerely,

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

Cc: Greg Fries

#### **SECTION E: BIDDERS ACKNOWLEDGEMENT**

## SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8103

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 - 2018 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 through
2.	submittals shall acknowledge addendum under Section E and shall not acknowledge here) 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 h.G. HUSTON CO. JUC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of has constant.
	a partnership consisting of an individual trading as
Hitching.	a partnership consisting of; an individual trading as ; of the City of State
TON	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
DODATE	Proposal; that I have fully authority to make such statements and submit this Proposal in (its,
RPORATE \	aneir) behalf; and that the said statements are true and correct.
SEAL )	
1075 F	
1975	
CONTRACT	RE
COMPA	1/2 - 1 - Da
	AD HUSTON - PRESIDENT
TITLE, IF	
Sworp	and subscribed to before me this  day of   20 18  DENNIS RICHABRSON  Notary Public  State of Wisconsin

(Notary Public or other officer authorized to administer oaths) My Commission Expires \_ i - 10 - 20

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

Contract 8103 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

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

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

- 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
trac	des combined.
trac	No available trade training program; The Contractor has been rejected by the only available de 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, vided 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 emption but intends to comply on all future contracts and is taking steps typical of a "good n" effort.
	Contractor has been in business less than one year.
pro	Contractor doesn't have enough journeyman trade workers to qualify for a trade training gram in that respective trade.
☐ defi	An exemption is granted in accordance with a time period of a "Documented Depression" as ined 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.

□ prò	The Contractor has reviewed the list and shall not use any apprenticeable trades on this ect.
	T APPRENTICABLE TRADES (check all that apply to your work to be performed on this tract)
_	BRICKLAYER
	CARPENTER
T	CEMENT MASON / CONCRETE FINISHER
	CEMENT MASON (HEAVY HIGHWAY)
V	CONSTRUCTION CRAFT LABORER
	DATA COMMUNICATION INSTALLER
П	ELECTRICIAN
	ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL /
	RVICE
	GLAZIER
V	HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
	INSULATION WORKER (HEAT and FROST)
	IRON WORKER
	IRON WORKER (ASSEMBLER, METAL BLDGS)
	PAINTER and DECORATOR
П	PLASTERER
	PLUMBER
	RESIDENTIAL ELECTRICIAN
	ROOFER and WATER PROOFER
	SHEET METAL WORKER
	SPRINKLER FITTER
	STEAMFITTER
	STEAMFITTER (REFRIGERATION)
	STEAMFITTER (SERVICE)
	TAPER and FINISHER
П	TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
L	TILE SETTER

# South Livingston Street Reconstruction Assessment District - 2018 CONTRACT No. 8103

#### 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

Cottagé 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 the knowledge and belief.

hess' Signature Bidder

4-5-18

Date

# South Livingston Street Reconstruction Assessment District - 2018 CONTRACT No. 8103

### 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

Name(S) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bullet	Trucking	2.00%
JR's	Clearing	0.07%
	٠.	
		2.07
Subtotal SBE who are not suppl	liers:	**************************************
SBE SUBCONTRACTORS WHO AF	RE SUPPLIERS	
Name(S) of SBEs Utilized	Type of Work	% of Total Bid Amount
,		· · · · · · · · · · · · · · · · · · ·
Subtotal SBE who are suppliers	% X 0.6 =	{ (discounted to 60%)
	2.07	
Total Percentage of SBE (	Jtilization: 2.07 %	

CONTRACT NO. 8103

DATE: 4/5/18

R.G. Huston Co., Inc.

	Quantity <sup>-</sup>	Price	Extension
Section B: Proposal Page	4.00	******	
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,800.00	\$1,800.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE	00.00	400.00	
MESSAGE - DAYS	28.00	\$90.00	\$2,520.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$87,965.00	\$87,965.00
20101.0 - EXCAVATION CUT - C.Y.	1003.00	\$25.50	\$25,576.50
20219.0 - BREAKER RUN - TON	540.00	\$11.50	\$6,210.00
20221.0 - TOPSOIL - S.Y.	289.00	\$13.70	\$3,959.30
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	160.00	\$1.95	\$312.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	1160.00	\$5.10	\$5,916.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1350.00	\$2.45	\$3,307.50
20401.0 - CLEARING - I.D.	3.00	\$50.00	\$150.00
20403.0 - GRUBBING - I.D.	3.00	\$50.00	\$150.00
20701.0 - TERRACE SEEDING - S.Y.	289.00	\$1.55	\$447.95
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	289.00	\$1.45	\$419.05
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	1195.00	\$16.46	\$19,669.70
30208.0 - HAND FORMED CURB AND GUTTER - L.F.	60.00	\$35.35	\$2,121.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	1125.00	\$5.40	\$6,075.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F. 40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION	1110.00	\$6.10	\$6,771.00
NO. 1 - TON 40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION	540.00	\$22.50	\$12,150.00
NO. 2 OR NO. 3 - TON	540.00	\$22.50	\$12,150.00
40201.0 - HMA PAVEMENT 3 LT 58-28 S - TON	525.00	\$59.50	\$31,237.50
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	420.00	\$65.50	\$27,510.00
40211.0 - TACK COAT - GAL	335.00	\$1.00	\$335.00
40311.0 - PULVERIZE AND SHAPE - SY	1850.00	\$3.10	\$5,735.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH -	1000.00	ψο. το	φο,100.00
L.F.	100.00	\$4.50	\$450.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	100.00	\$4.00	\$400.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH -			
LF.	320.00	\$8.25	\$2,640.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F. 90001.0 - EXCAVATE, DISPOSE OF AND/OR RECYCLE RAILROAD	50.00	\$13.00	\$650.00
CROSSING & MATERIALS - EACH	2.00	\$3,800.00	\$7,600.00
20217.0 - CLEAR STONE - TON	200.00	\$11.85	\$2,370.00
21002.0 - EROSION CONTROL INSPECTION - EACH	4.00	\$500.00	\$2,000.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	1.00	\$530.00	\$530.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	3.00	\$300.00	\$900.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$745.00	\$745.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL -			
EACH	3.00	\$70.00	\$210.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	3.00	\$60.00	\$180.00
21034.0 - INLET PROTECTION, TYPE C - REMOVE - EACH 21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE &	3.00	\$50.00	\$150.00
INSTALL - EACH	14.00	\$115.00	\$1,610.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	14.00	\$60.00	\$840.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	14.00	\$60.00	\$840.00

#### SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8103 DATE: 4/5/18

R.G. Huston Co., Inc.

Item to the second of the seco	Quantity	Price	Extension
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	6.00	\$112.00	\$672.00
TO DIVIDE OTO DIVIDED DIDE. L.E.		6127.00	\$7,603.50
50432.0 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	55.50 5.00	\$137.00 \$2,240.00	\$11,200.00
50741.0 - TYPE H INLET - EACH	5.00	\$2,240.00	φ11,200.00
60221.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80)	50.00	\$10.00	\$500.00
CONDUIT - LF 60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80)	00.00	Ψ,σ.σσ	+
CONDUIT - LF	50.00	\$7.00	\$350.00
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - LF	10.00	\$50.00	\$500.00
60261.0 - ELECTRICAL TRENCH - LF	50.00	\$13.00	\$650.00
20313.0 - REMOVE INLET - EACH	3.00	\$825.00	\$2,475.00
20314.0 - REMOVE PIPE - L.F.	38.50	\$64.00	\$2,464.00
20503.0 - ADJUST INLET - EACH	2.00	\$410.00	\$820.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	130.00	\$0.01	\$1.30
50418.0 - 14 INCH X 23 INCH TYPE I HERCP STORM SEWER PIPE -		4.75.00	<b>*** *** *** *** ***</b>
L.F.	35.00	\$175.00	\$6,125.00
50433.0 - 15 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	28.50	\$157.00	\$4,474.50
50499.0 - CONCRETE COLLAR - EACH	1.00	\$740.00	\$740.00
50723.0 - 3'X3' STORM SAS - EACH	2.00	\$3,200.00	\$6,400.00
30723.0 - 373 3 TOTAIN ONG - ENOTE			
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	1.00	\$1,440.00	\$1,440.00
50801.0 - UTILITY LINE OPENING - EACH	10.00	\$600.00	\$6,000.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$865.00	\$865.00
20336.0 - PIPE PLUG - EACH	1.00	\$215.00	\$215.00
40321.0 - UNDERCUT - C.Y.	62.00	\$34.40	\$2,132.80
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$450.00	\$450.00
50212.0 - SELECT BACKFILL FOR SANITARY SEWER - T.F	331.00	\$0.01	\$3.31 \$12,880.00
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	560.00	\$23.00	
50321.0 - 8 INCH PVC PRESSURE SANITARY SEWER PIPE - L.F.	279.00	\$142.00	\$39,618.00
50354.0 - SANITARY SEWER LATERAL - RESURFACING - L.F.	52.00	\$100.00	\$5,200.00 \$1,660.00
50355.0 - RECONNECT - EACH	1.00	\$1,660.00 \$3,915.00	\$3,915.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00 1.00	\$3,915.00 \$50.00	\$50.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	1.00	\$2,925:00	\$2,925.00
50701.0 - 4' DIA. SANITARY SAS - EACH	1.00	\$320.00	\$320.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	3.00	\$985.00	\$2,955.00
50791.0 - SANITARY SEWER TAP - EACH 50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL -	0.00	¥000.00	amen mara p
EACH	1.00	\$295.00	\$295.00
90030.0 - EXCAVATION AND HAULING OF CONTAMINATED			
SOIL(UNDISTRIBUTED) - TONS	150.00	\$41.00	\$6,150.00
90070.0 - FLUID THERMAL BACKFILL - EACH	1.00	\$2,900.00	\$2,900.00
73 Items	Totals		\$419,551,91



Department of Public Works

#### **Engineering Division**

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

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

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Kathleen M. Cryan

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Facilities & Sustainability
Jeanne E. Hoffman, Manager

Mapping Section Manager Eric T. Pederson, P.S.

> Financial Manager Steven B. Danner-Rivers

D

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

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

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

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

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

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

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

PRINCIPAL  R.G. Huston Co., Inc.  COMPANY NAME  By:  SIGNATURE AND TITLE  SURETY  Travelers Casualty and Surety Company of America SURBANATAY 4, 2018	WILL STON OF THE
By: SIGNATURE AND TITLE  SURETY  SURETY  STATE OF THE PORT OF THE	STANDONATOLES GIMMANY 8 7018
SURETY  SIGNATURE AND TITLE  SURETY  SURETY	/ Browned PORATE /
SUREIT	THE POONS IN THE
Travelera Convolty and Suraty Company of MANAPARAJUNATA 17	
COMPANY NAME AFFIX SEAL DATE DATE	Company distributes on the second of the sec
By: HARTFORD, By: CONN	HARTFORD, Sall
SIGNATURE AND TITLE Attorney-in-Faction	orney-in-Fact
This certifies that I have been duly licensed as an agentivor the Surety in Wisconsin under National for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been reveked.	for the year 2010 and appointed as attorney in fact with
January 4, 2018	Whata
DATE AGENT SIGNATURE	AGENT SIGNATURE
20975 Swenson Drive - Suite 175	
ADDRESS	ADDRESS
Manha Missanain 52186	Manufactus Micagnain 52186
Waukesha, Wisconsin 53186 CITY, STATE AND ZIP CODE	
262-317-8044 TELEPHONE NUMBER	

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



#### POWER OF ATTORNEY

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

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

Marie C. Tetreault, Notary Public

Attorney-In Fact No.

232082

Certificate No. 007269866

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

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

	•					
of the City ofMilwauk	cee/Waukesha	_, State of	Wisconsin		eir true and lawfu	Attorney(s)-in-Fact
each in their separate capacity if	more than one is named above	, to sign, execute, seal a	nd acknowledge any a	and all bonds, recog	gnizances, conditio	nal undertakings and
other writings obligatory in the contracts and executing or guara	nature thereof on behalf of the	e Companies in their bu	siness of guaranteeing	the fidelity of per	rsons, guaranteein	g the performance of
· ·	micenig bonds and undertaking	s reduced or beimitted.	if any actions of proce	sedings anowed by	law,	
		Ī				10.1
IN WITNESS WHEREOF, the	e Companies have caused this is 2017	nstrument to be signed a	nd their corporate sea	ls to be hereto affir	xed, this	19th
day of June			<i>:</i>			
	Farmington Casualty Con Fidelity and Guaranty Ins Fidelity and Guaranty Ins St. Paul Fire and Marine I St. Paul Guardian Insuran	urance Company urance Underwriters, l nsurance Company	Trav nc. Trav	aul Mercury Insurelers Casualty and elers Casualty and elers Casualty and ed States Fidelity	d Surety Compan d Surety Compan	y of America
1982 6	THEOREM THE	Search SEAL S	SEAL SEAL	HARTFORD, CONN.	HARTORD STATE	INCOCCONIDO DE LA CONTRACTOR DE LA CONTR
State of Connecticut City of Hartford ss.			Ву:	Robert L. Raney,	Senior Vice Presiden	t
On this the19th be the Senior Vice President of Parent and Marine Insurance Comp Casualty and Surety Company of instrument for the purposes there	any, St. Paul Guardian Insuran f America, and United States F	Fidelity and Guaranty Ir ce Company, St. Paul M idelity and Guaranty Co	ercury Insurance Com mpany, and that he, as	delity and Guaranty apany, Travelers Ca s such, being autho	Insurance Underv	vriters, Inc., St. Paul Company, Travelers

58440-5-16 Printed in U.S.A.

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

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

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



















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

#### **SECTION H: AGREEMENT**

THIS AGREEMENT made this 2d day of MAT in the year Two Thousand and Eighteen between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted <u>MAY 1, 2018</u>, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

# SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8103

- 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 <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.
- 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 <u>FOUR HUNDRED NINETEEN THOUSAND</u> <u>FIVE HUNDRED FIFTY-ONE AND 91/100</u> (\$419,551.91) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
- 4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

#### Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national original 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 five thousand dollars (\$5,000), 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.

# SOUTH LIVINGSTON STREET RECONSTRUCTION ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8103

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

Countersigned:	R. G. HUSTON CO., INC.
D. VIII stolie	Company Name
Witness / Date	President Date
Witness Date	4/9/18 Secretary Date
Withess 7 / Date	/ Julius
CITY OF MADISON, WISCONSIN	
Provisions have been made to pay the liability	Approved as to form:  O CORPORATE SEAL
that will accrue under this contract.	1975
Finance Director CV2	City Attorney SCONSIN
Signed thisday of	A 20 K
Day Cini	18 May 2018
Witness	Mayor Date
Withess 5-8-18	Mayor Date 1018  Maybeth Witzel Behl 5-8-2018  City Clerk Date

#### **SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that and Travelers Casualty and Surety Company Company of Hartford, Connecticut Madison, Wisconsin, in the sum of FOUR HUNDRED ONE AND 91/100 (\$419,551.91) Dollars, lawful monsum to the City of Madison, we hereby bind ourselve firmly by these presents.	y of America as surety, are held and firmly bound unto the City of NINETEEN THOUSAND FIVE HUNDRED FIFTY- ley of the United States, for the payment of which
The condition of this Bond is such that if the above perform all of the terms of the Contract entered into be construction of:	
SOUTH LIVINGSTON STREET RECONS 201 CONTRACT	8
in Madison, Wisconsin, and shall pay all claims for prosecution of said work, and save the City harmless in the prosecution of said work, and shall save harmles (under Chapter 102, Wisconsin Statutes) of employees to be void, otherwise of full force, virtue and effect.	from all claims for damages because of negligence less the said City from all claims for compensation
Signed and sealed this 2nd day of Countersigned:  Withess Secretary	R. G. HUSTON CO., INC. Company Name (Principal)  President  SEAL  1975  President
Approved as to form:  City Attorney  This certifies that I have been duly licensed as an a National Producer Number 283633 for the with authority to execute this payment and performance revoked.  May 2, 2018	Travelers Casualty and Surety Company of America  Surety Seal  Salary Employee  Attorney in-Fact Dennis M. Barton  agent for the above company in Wisconsin under the year 2018, and appointed as attorney in-fact nce bond which power of attorney has not been.
Date	Agent Signature



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

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DENNIS M BARTON of MILWAUKEE

Wisconsin , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this

2nd

day of May

2018







Kevin E. Hughes, Assistant Secretary