

Contract Routing Form

ROUTING: Routine

printed on: 07/23/2019

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

Project: Burr Jones Park - Site Improvements

Contract No.: 8359
Enactment No.: RES-19-00517
Dollar Amount: 889,320.00

File No.: 56443
Enactment Date: 07/22/2019

(Please DATE before routing)

Table with 3 columns: Signatures Required, Date Received, Date Signed. Rows include City Clerk, Director of Civil Rights, Risk Manager, Finance Director, City Attorney, and Mayor with handwritten dates and initials.

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

Original + 2 Copies

07/23/2019 11:47:22 enjls - Mike Sturm 267-4921

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



# City of Madison

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

## Master

**File Number: 56443**

<b>File ID:</b> 56443	<b>File Type:</b> Resolution	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> Engineering Division
<b>Lead Referral:</b> BOARD OF PUBLIC WORKS	<b>Cost:</b>	<b>File Created Date :</b> 06/24/2019
<b>File Name:</b> Awarding Public Works Contract No. 8359, Burr Jones Park - Site Improvements.		<b>Final Action:</b> 07/16/2019

**Title:** Awarding Public Works Contract No. 8359, Burr Jones Park - Site Improvements. (12th AD)

**Notes:** Mike Sturm

<b>Code Sections:</b>	<b>CC Agenda Date:</b> 07/16/2019
<b>Indexes:</b>	<b>Agenda Number:</b> 72.
<b>Sponsors:</b> BOARD OF PUBLIC WORKS	<b>Effective Date:</b> 07/22/2019
<b>Attachments:</b> Bid Report Contract 8359.pdf	<b>Enactment Number:</b> RES-19-00517
<b>Author:</b> Rob Phillips	<b>Hearing Date:</b>
<b>Entered by:</b> hfleegel@cityofmadison.com	<b>Published Date:</b>

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/24/2019	Refer	BOARD OF PUBLIC WORKS	07/03/2019	07/03/2019	
	<b>Action Text:</b> This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 7/3/2019						
	<b>Notes:</b>						
1	BOARD OF PUBLIC WORKS	07/03/2019	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER				Pass
	<b>Action Text:</b> A motion was made by Branson, seconded by Adams, to RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER. The motion passed by voice vote/other.						
1	COMMON COUNCIL	07/16/2019	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25				Pass

SAL

**Action Text:** A motion was made by Harrington-McKinney, seconded by Verveer, to Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25. The motion passed by voice vote/other.

**Notes:**

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**Text of Legislative File 56443**

**Fiscal Note**

The proposed resolution authorizes the award of Public Works Contract No. No. 8359, Burr Jones Park - Site Improvements. The total estimated cost of the project is \$996,040. Funding is available in the projects listed on the attached (Munis projects 17395, 17361 and 19013).

**Title**

Awarding Public Works Contract No. 8359, Burr Jones Park - Site Improvements. (12th AD)

**Body**

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

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

See attached document (Contract No. 8359) for itemization of bids.

PROJECT \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ AMOUNT OF BID \_\_\_\_\_

CONTRACT NO. 8359  
BURR JONES PARK – SITE IMPROVEMENTS

R. G. Huston Co., Inc.

\$889,320.00

Acct. No. 17395-51-130:54255 (98863)	\$719,320.00
Contingency 12± %	<u>86,300.00</u>
Sub-Total	\$805,620.00

Acct. No. 19013-51-130:54255 (98863)	\$170,000.00
Acct. No. 17361-51-200:54255 (98863) Contingency 12± %	<u>20,400.00</u>
Sub-Total	\$190,400.00

GRAND TOTAL	<u>\$996,020.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

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

Phone, Email, Website

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

Company Type

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

Appointments

Show 10 entries

Showing 1 to 2 of 4497 entries

barton

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	01/24/2019	03/15/2020
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	01/24/2019	03/15/2020

First Previous 1 Next Last

Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries

Filter

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

First Previous 1 2 Next Last

Contact

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

Company Merger

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

Companies Absorbed

Name Change History

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

\$889,320.00  
FILE COPY

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

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

BURR JONES PARK – SITE IMPROVEMENTS

CONTRACT NO. 8359

MUNIS NO. 17395-51-130

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 16, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

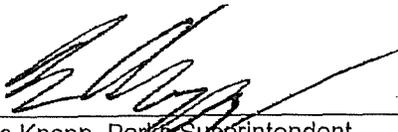
**BURR JONES PARK - SITE IMPROVEMENTS  
CONTRACT NO. 8359**

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This Proposal, and Agreement have  
been prepared by:

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

  
Eric Knepp, Parks Superintendent

EK: MS

## 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:	BURR JONES PARK - SITE IMPROVEMENTS
CONTRACT NO.:	8359
SBE GOAL	11%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	06/14/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	06/13/2019
BID SUBMISSION (2:00 P.M.)	06/20/2019
BID OPEN (2:30 P.M.)	06/20/2019
PUBLISHED IN WSJ	05/30/2019, 06/06/2019 & 06/13/2019

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

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/business/pw/forms.cfm](http://www.cityofmadison.com/business/pw/forms.cfm). If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at [www.bidexpress.com](http://www.bidexpress.com).

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

#### STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website, [www.cityofmadison.com/Business/PW/specs.cfm](http://www.cityofmadison.com/Business/PW/specs.cfm).

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

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

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

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

#### SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal  
120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

- 201  Asphalt Paving  
205  Blasting  
210  Boring/Pipe Jacking  
215  Concrete Paving  
220  Con. Sidewalk/Curb & Gutter/Misc. Flat Work  
221  Concrete Bases and Other Concrete Work  
222  Concrete Removal  
225  Dredging  
230  Fencing  
235  Fiber Optic Cable/Conduit Installation  
240  Grading and Earthwork  
241  Horizontal Saw Cutting of Sidewalk  
242  Infrared, Seamless Patching  
245  Landscaping, Maintenance  
246  Ecological Restoration  
250  Landscaping, Site and Street  
251  Parking Ramp Maintenance  
252  Pavement Marking  
255  Pavement Sealcoating and Crack Sealing  
260  Petroleum Above/Below Ground Storage Tank Removal/Installation  
262  Playground Installer

- 265  Retaining Walls, Precast Modular Units  
270  Retaining Walls, Reinforced Concrete  
275  Sanitary, Storm Sewer and Water Main Construction  
276  Sawcutting  
280  Sewer Lateral Drain Cleaning/Internal TV Insp.  
285  Sewer Lining  
290  Sewer Pipe Bursting  
295  Soil Borings  
300  Soil Nailing  
305  Storm & Sanitary Sewer Laterals & Water Svc.  
310  Street Construction  
315  Street Lighting  
318  Tennis Court Resurfacing  
320  Traffic Signals  
325  Traffic Signing & Marking  
332  Tree pruning/removal  
333  Tree, pesticide treatment of  
335  Trucking  
340  Utility Transmission Lines including Natural Gas, Electrical & Communications  
399  Other \_\_\_\_\_

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

- 401  Floor Covering (including carpet, ceramic tile installation, rubber, VCT)  
402  Building Automation Systems  
403  Concrete  
404  Doors and Windows  
405  Electrical - Power, Lighting & Communications  
410  Elevator - Lifts  
412  Fire Suppression  
413  Furnishings - Furniture and Window Treatments  
415  General Building Construction, Equal or Less than \$250,000  
420  General Building Construction, \$250,000 to \$1,500,000  
425  General Building Construction, Over \$1,500,000  
428  Glass and/or Glazing  
429  Hazardous Material Removal  
430  Heating, Ventilating and Air Conditioning (HVAC)  
433  Insulation - Thermal  
435  Masonry/Tuck pointing

- 437  Metals  
440  Painting and Wallcovering  
445  Plumbing  
450  Pump Repair  
455  Pump Systems  
460  Roofing and Moisture Protection  
464  Tower Crane Operator  
461  Solar Photovoltaic/Hot Water Systems  
465  Soil/Groundwater Remediation  
466  Warning Sirens  
470  Water Supply Elevated Tanks  
475  Water Supply Wells  
480  Wood, Plastics & Composites - Structural & Architectural  
499  Other \_\_\_\_\_

State of Wisconsin Certifications

- 1  Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.  
2  Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.  
3  Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".  
4  Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)  
5  Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: [www.dhs.wisconsin.gov/Asbestos/Cert](http://www.dhs.wisconsin.gov/Asbestos/Cert). State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.  
6  Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture  
7  Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)  
8  State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

Please refer to the  
Bid Express Website  
at <https://bidexpress.com>  
look up contract number  
and go to  
Section B: Proposal Page

You can access all City of Madison bid solicitations for FREE at [www.bidexpress.com](http://www.bidexpress.com)

Click on the "Register for Free" button and follow the instructions to register your company and yourself. You will be asked for a payment subscription preference, since you may wish to bid online someday. Simply choose the method to pay on a 'per bid' basis. This requires no payment until / unless you actually bid online. You can also choose the monthly subscription plan at this time. You will, however, be asked to provide payment information. Remember, you can change your preference at anytime. You will then be able to complete your free registration and have full access to the site. Your free access does not require completion of the 'Digital ID' process, so you will have instant access for viewing and downloading. To be prepared in case you ever do wish to bid online, you may wish to establish your digital ID also, since you cannot bid without a Digital ID.

If you have any problems with the free registration process, you can call the bidexpress help team, toll free at 1-888-352-2439 (option 1, option1).

## SECTION C: SMALL BUSINESS ENTERPRISE

### Instructions to Bidders City of Madison SBE Program Information

#### 2 Small Business Enterprise (SBE) Program Information

##### 2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

## **2.2 Contract Compliance**

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

## 2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at [www.cityofmadison.com/dcr/aaTBDDir.cfm](http://www.cityofmadison.com/dcr/aaTBDDir.cfm).

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

## 2.4 Small Business Enterprise Compliance Report

### 2.4.1 Good Faith Efforts

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

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

## 2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

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

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

## 2.5 Appeal Procedure

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

## 2.6 SBE Requirements After Award of the Contract

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

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

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

## **2.7 SBE Definition and Eligibility Guidelines**

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

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

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

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

## SECTION D: SPECIAL PROVISIONS

### BURR JONES PARK - SITE IMPROVEMENTS CONTRACT NO. 8359

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

#### SECTION 102.11: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$62,500 for a single trade contract; or equal to or greater than \$306,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### SECTION 104: SCOPE OF WORK

This project consists of the reconstruction of the parking lot, path connection, basketball court, storm sewer, grading, site restoration, fencing and installation of a new athletic field lighting system at Burr Jones Park. Work includes, but is not limited to, removing the existing asphalt and curb and gutter and constructing a new parking lot including asphalt, curb and gutter, stormwater drainage and bioretention basin as well as construction of new asphalt paths, construction of a full size basketball court including installation of goals (total of 2) and installation of a new electric service and athletic field lighting system.

The athletic field lighting system and electric service includes the following:

- Coordinate, obtain and pay for all permits, fees and inspections required for this project that have not already been obtained by the City.
- Coordinate and verify the installation of the primary service from MG&E. No additional cost is anticipated for this work. MG&E Contact is Mike Beeler (608)-252-7087
- Purchase, coordinate delivery of, and installation of a new lighting system as per these plans and specifications.
- Installation of concrete light pole footings
- All trenching, conduit, wiring, handholes, and electrical connections required to get the new lights into working order as per these plans and specifications and all state and local electrical codes.
- All restoration required to bring damaged lawn surfaces back to pre-construction condition.
- All testing of the system to assure it is working as per manufacturers requirements.

Burr Jones Park is a former shallow fill site that is capped with 6 to 12 inches of granular soil. The City will secure permission from the Wisconsin Department of Natural Resources (WDNR) to proceed with this project (see Section 108.2 Permits). If the Contractor encounters waste during excavation, the Contractor shall notify the Engineer, segregate waste and disposed of as solid waste at the WM Madison Prairie Landfill in Sun Prairie at no additional cost to the City. Tipping fees will be paid for by the City of Madison.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions. The Contractor shall work with the existing utilities to resolve conflicts during the construction process.

#### SECTION 104.4: INCREASED OR DECREASED QUANTITIES

It is agreed and understood that the quantities of any items of work shown on the plans or in the proposal are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to

satisfactorily complete the project. Such increases or decreases in quantities shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof. All terms of Section 104.5 Increase Items and Section 104.6 Decreased and Deleted Items of the Standard Specifications for Public Works Construction are applicable to this project.

**SECTION 105.1: AUTHORITY OF THE ENGINEER**

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

**SECTION 105.9: SURVEYS, POINTS, AND INSTRUCTION**

The Contractor shall be responsible for setting all lines and/or grades required to complete the work.

Any questions regarding this project should be directed to Mike Sturm at the Parks Division at: [msturm@cityofmadison.com](mailto:msturm@cityofmadison.com) or (608) 267-4921. Any questions regarding surveying issues should be directed to Dan Rodman of the Parks Division [drodman@cityofmadison.com](mailto:drodman@cityofmadison.com) or (608) 266-6674.

**SECTION 105.12: COOPERATION BY CONTRACTOR**

Several utilities exist on site. The Contractor shall perform a One Call through Digger's Hotline at least three days prior to beginning construction. To ensure that Parks-owned utilities are also marked, include the PARK NAME AT THE BEGINNING OF THE MARKING instructions field on the ticket, and send a copy of the ticket to the City of Madison Parks Surveyor (Dan Rodman / [drodman@cityofmadison.com](mailto:drodman@cityofmadison.com) / tel (608)266-6674 / fax (608)267-1162).

Existing site utilities include:

- Communication facilities along the west side of the railroad tracks and in the street terrace on E. Washington Ave.
- MG&E easement for a high pressure gas line along the north edge of the park.
- ATC easement for high voltage service line along the north edge of the park.
- MMSD easement for a force main sanitary sewer line through the center of the park.
- A variety of abandoned water and sanitary lines exists in the park. See sheet 2.1 for descriptions and approximate locations.

The City has secured approval for the proposed site modifications within the identified easements. **NO changes to the proposed elevations or site improvements may be made within any utility easement without written approval from the Engineer.**

Utility Provider Contacts:

**MG&E-Electric**

Contact: Mike Beeler  
P.O. Box 1231  
Madison, WI 53701  
Phone: 608-252-7087  
Cell: 262-825-7695 (cell)  
Email: mbeeler@mge.com

**MG&E-Gas**

Contact: Steve Beversdorf  
P.O. Box 1231  
Madison, WI 53701  
Phone: 608-252-7000  
Email: sbeversdorf@mge.com

**Wisconsin DOT**

Contact: Edward Singer  
Real Estate Specialist  
4822 Madison Yards Way  
Madison, WI 53707  
Phone: 608-267-7347  
Email: edward.singer@wdot.wi.gov

**American Transmission Company**

Contract: Lori Kolbow  
W234 N2000 Ridgeview Parkway Court  
Waukesha, WI 53188-1022  
Phone: 262-506-6886  
Email: lkolbow@atcllc.com

**Madison Metropolitan Sewerage District**

Contact: Curt Sauser  
1610 Moorland Road  
Madison, WI 53713  
Phone: 608-709-1830  
Email: curts@madsewer.org

The Contractor shall secure materials at the end of each work day to deter any potential vandalism and theft.

The Contractor shall ensure that all construction fencing and barricades are erect and without gaps at the end of each work day.

**A pre-construction meeting will be required prior to the start of construction.**

The Contractor warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall take care when accessing the site not to damage the existing utilities, concrete curb, sidewalk or asphalt pavement. Any damage shall be repaired by the Contractor per the Standard Specifications and considered incidental to this contract.

Burr Jones Park is popular public facility that is heavily used by area residents. The Contractor shall expect pedestrian traffic throughout the park and shall be prepared to accommodate park users. The Contractor shall provide and maintain park access to the existing playground area during construction operations. Additionally, the Contractor shall be aware of maintenance activities that will occur throughout the duration of the contract. The Contractor shall accommodate mowing and other maintenance activities. The Contractor may contact Greg Genin, Parks Operations Manager at 267-8804 or ggenin@cityofmadison.com with questions or concerns regarding park maintenance.

**SECTION 105.13: ORDER OF COMPLETION**

The Contractor shall submit to the City a detailed schedule at or prior to the preconstruction meeting showing the sequence and anticipated dates of all construction activities.

**SECTION 107.1: HEALTH AND SAFETY REQUIREMENTS**

During excavation activities, expect to encounter soil contaminated with cinders and/or petroleum contamination. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

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

The company representative who may be consulted by Contractors with regard to railroad requirements is Roger Schaalma of the Wisconsin & Southern Railroad (WSOR) at (608)-620-2044. Notice must be given to Roger Shaalma at least 72 hours prior to working within twenty-five feet (25') of the railroad tracks. The Contractor shall obtain authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five (25') of the track, a WSOR flag person must be present.

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

Railroad flagging shall be paid under BID ITEM 10712 – RAILROAD FLAGGING.

The Contractor shall provide such special third party protection insurance for and in behalf of the

railroad company and operating railroad for work in the ROW per Article 107.12(c) of the Standard Specifications.

Railroad insurance shall be paid under BID ITEM 10790 – RAILROAD INSURANCE.

**SECTION 107.13      TREE PROTECTION SPECIFICATIONS**

The Contractor is advised to review Article 107.13 of the Standard Specifications for tree protection.

The intent of this design is to minimize the damage to those trees that remain following construction. Trees that must be protected are designated on the plans. It is recognized that grading operations and root cutting of some trees will need to occur within 5 feet of trees in order to complete the work, and care must be taken in these areas. For trees where construction operations, including grading, stone placement, filling, etc. occur within 5 feet of the trunk, construction operations near these trees shall be done under the supervision of a City of Madison Forestry Representative.

Roots shall be cut cleanly by using a saw, ax, lopping shears, chain saw, stump grinder, or other means which will produce a clean cut. Exposed roots shall be covered as soon as excavation and installation are complete. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to cut roots is NOT acceptable.

Protection of these trees shall be paid under BID ITEM 10803 – NO ROOT CUTTING.

**SECTION 107.7:      MAINTENANCE OF TRAFFIC**

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 215 Martin Luther King Jr. Blvd. Suite 100, Madison, WI 53703, a minimum of five (5) working days prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. 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 an approved 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. Please contact Thomas Mohr at [tmohr@cityofmadison.com](mailto:tmohr@cityofmadison.com) or (608) 267-1969.

The Contractor shall be responsible for installing and maintaining traffic control in accordance with the traffic control plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

The Contractor shall be required to maintain traffic during all construction operations that occur in the right of way.

All traffic control shall conform to Part VI of the Federal Highways Administration's "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.

Traffic Control shall be paid under BID ITEM 10701 – TRAFFIC CONTROL.

**SECTION 108.2:        PERMITS**

The following permits have been applied for by the City:

1. WI-DNR WRAPP Water Resources Application for Project Permit, (formerly known as a Notice of Intent NOI)
2. WI-DNR Request for Grant of Exemption – Development of Property Where Solid Waste Has Been Disposed – Burr Jones Park Landfill
3. City of Madison Erosion Control Permit
4. City of Madison Stormwater Management Permit

The City's obtaining these permits is not intended to be exhaustive of all permits that may be required to be obtained by the Contractor for construction of this project.

It is anticipated the following permits shall be obtained by the Contractor:

1. City of Madison Electrical Construction Permit

**It shall be the responsibility of the Contractor to identify and obtain all other permits needed for construction.**

The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. All electrical work shall be performed by a licensed electrician in the state of Wisconsin. This work will be paid for under the appropriate contract bid items.

A City of Madison Erosion Control permit has been obtained and weekly inspections will be completed by the Contractor weekly and at all times following storm events (Monday-Friday), and this work will be paid for under the appropriate bid item. See **SECTION 210.1(a)**. The Contractor shall meet the conditions of the permits by properly installing and maintaining the erosion control and electrical measures and items shown on the plans, specified in these Special Provisions, or as directed by the Construction Engineer or his designees. A copy of the permit is available at the City of Madison, Engineering Division office.

The Contractor shall meet the conditions of all permits and must keep a copy of each individual permit on site at all times throughout construction.

The Contractor shall be responsible for erosion control inspections as defined in these special provisions.

The Contractor shall meet the conditions of the permits involving including 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 bid items, or if appropriate items are not included in the contract, they shall be paid for as Extra Work.

**SECTION 109.2:        PROSECUTION OF THE WORK**

Work cannot start on this contract until after the "Start to Work" letter has been received. Construction work must begin within seven (7) calendar days after the date appearing on the mailed notice to do so that was sent to the Contractor. Construction work shall be carried at a rate so as to secure full completion within the contract times outlined in Section 109.7, the rate of progress and the time of completion being essential conditions of this Agreement. Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract, unless otherwise specified in this section, shall be calculated in accordance with Article 109 of the Standard Specifications. The Contractor shall limit workdays from 7:00 am to 7:00 pm, Monday - Friday, unless approved by the Engineer in writing.

**SECTION 109.7: TIME OF COMPLETION**

It is anticipated the City of Madison will issue a Start to Work letter on or about August 16, 2019. Site restoration of the identified athletic field area shall be substantially complete by April 20, 2020, and all work shall be completed NO LATER THAN May 31, 2020.

**SECTION 110.1: MEASUREMENT OF QUANTITIES**

All bid items listed in the proposal page shall be paid for at the quantity listed in the proposal page, and shall not be measured in the field unless otherwise indicated in these special provisions, or there is a significant change approved by the Engineer. A significant change shall be considered more than a 30% change in quantities.

Items listed as "Undistributed" on the proposal page shall only be paid if determined necessary by the engineer and shall be measured in the field by the engineer.

**ARTICLE 501 STORM SEWER STRUCTURES**

**501.1 Description**

**STORM SEWER GENERAL**

The storm sewer designer for this project is Corey Stelljes. He may be contacted by phone at (608) 266-6518 or by email at [cstelljes@cityofmadison.com](mailto:cstelljes@cityofmadison.com).

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

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

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

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

Storm sewer pipe length on plan is measured from center of structure to center of structure. Actual pipe length is from structure wall to structure wall. Pipe slope is calculated using actual pipe length.

**BID ITEM 10803 - NO ROOT CUTTING**

**DESCRIPTION**

Work under this item shall include all costs associated root cutting as described in special provision Section 107.13 Tree Protection Specifications.

**METHOD OF MEASUREMENT**

No Root Cutting shall be measured per each individual tree marked NRC on the plan.

## **BASIS OF PAYMENT**

No Root Cutting shall be measured as described above and shall be paid for at the contract price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 10911 - MOBILIZATION**

### **DESCRIPTION**

Work under this item shall include all costs associated with mobilization of the Contractor to the site. Parking of equipment, storage of materials, and staging shall be allowed within project limits as shown on plans. **No equipment or materials shall be parked or stored within the MG&E and ATC easements.** The Contractor may only enter the construction site through the construction entrance as shown on the plans. **THE CONTRACTOR MAY NOT DRIVE OR STORE EQUIPMENT ON ANY PORTION OF THE PARK OUTSIDE THE CONSTRUCTION LIMITS UNLESS INDICATED OTHERWISE ON PLANS OR DIRECTED IN THE FIELD.**

The Contractor is responsible for restoration of any damage to the site due to construction access.

### **METHOD OF MEASUREMENT**

Mobilization shall be paid as a lump sum.

## **BASIS OF PAYMENT**

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

## **BID ITEM 20101 – EXCAVATION CUT**

### **DESCRIPTION**

Work under this item shall include loosening, loading, hauling and disposal of all materials. Excavation cut shall be in accordance with Article 201 of the Standard Specifications.

The excavation quantities for this contract have been calculated by subtracting digital terrain models of the existing and proposed surfaces and sub surfaces within the different material areas. Cut (in place quantities) and fill have been estimated from these models. No shrinkage factor has been applied to fill quantities to estimate net volume. The Contractor shall be responsible to review attached earthwork calculations. Three-dimensional Microstation (.dgn) files containing the digital terrain models used for the earthwork calculations are available. Excess excavated material shall be disposed of at a suitable location determined by the Contractor at no additional cost to the City of Madison

**Excavation cut for existing asphalt removal has been calculated assuming the Contractor shall remove and dispose the existing 3" of asphalt pavement and existing 9" of existing crushed aggregate base.**

Removal of the concrete gutter shall be under BID ITEM – 20322 REMOVE CONCRETE CURB AND GUTTER.

Any additional undercut required due to field conditions shall be paid for under BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED), BID ITEM 20219 - BREAKER RUN (UNDISTRIBUTED) and BID ITEM 21040 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED).

Several existing abandoned sanitary sewer lines are within the project limits. Any pipe removal due to field conditions shall be paid for under BID ITEM 20314 – REMOVE PIPE (UNDISTRIBUTED).

Suitable materials (to be determined by the Engineer) may be reused as fill within the project limits. Placement of these fill materials shall be considered incidental to this bid item and shall not be compensated separately. All double handling and subsoil placement is included in this bid item.

The subsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations. It is estimated that ~2343 cubic yards of subsoil shall be made available through Excavation Cut and ~3209 cubic yards of subsoil shall be distributed on-site through this bid item. Any additional imported subsoil material necessary to complete the work shall be paid for in BID ITEM 20202 FILL BORROW.

All disturbed areas shall be restored with six (6) inches of topsoil, per BID ITEM 20221 – TOPSOIL, and a minimum of six (6) inches of clean subsoil. Subsoil containing trash, solid waste, or contaminated soil shall be stockpiled separately and disposed of per BID ITEM – 90003 EXCAVATION, LOADING AND HAULING OF SOLID WASTE MATERIALS.

Contractor to note all excavated areas shall be filled at the end of each work day. No excavated areas shall be “open” during non-work hours.

Test rolling for undercut determination is required and incidental to this bid item.

The Contractor shall contact the Engineer to proof subgrade prior to paving

See Appendix A for site soiling boring information.

#### **METHOD OF MEASUREMENT**

Excavation Cut shall be measured by the cubic yard quantity as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

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

#### **BID ITEM 20217 – CLEAR STONE**

##### **DESCRIPTION**

Work under this item shall include the quantity of clear stone required for the construction entrance per BID ITEM 21011 – CONSTRUCTION ENTRANCE.

##### **METHOD OF MEASUREMENT**

Clear Stone shall be measured by the ton as listed in the proposal page without measurement thereof.

##### **BASIS OF PAYMENT**

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

**BID ITEM 20219 – BREAKER RUN (UNDISTRIBUTED)**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install breaker run in undercut areas per BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED). Quantities of this bid item may be increased, decreased or eliminated as determined by the Engineer after proof rolling pavement subgrade.

**METHOD OF MEASUREMENT**

Breaker Run (Undistributed) shall be measured as listed in the proposal page.

**BASIS OF PAYMENT**

Breaker Run (Undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 20221 - TOPSOIL**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to place and distribute **six (6) inches** of topsoil to meet proposed grades. Topsoil shall comply with Article 202 of the Standard Specifications.

Stripped topsoil can be stockpiled on site within the construction fence boundary.

The topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations. It is estimated that ~2334 cubic yards of topsoil shall be made available through Excavation Cut and ~2894 cubic yards of topsoil shall be distributed on-site through BID ITEM 20221 TOPSOIL. Any additional imported topsoil material necessary to complete the work is incidental to BID ITEM 20221 TOPSOIL.

The Contractor shall notify the Engineer a minimum of 48 hrs prior to inspect and approve the finish grade. The inspection shall occur prior to seeding and mulching.

**BID ITEM 20314 – REMOVE PIPE (UNDISTRIBUTED)**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to remove abandoned sewer pipe per Article 203.2(a) of the Standard Specifications. Quantities of this bid item may be increased, decreased or eliminated as determined by the Engineer.

There are several abandoned sanitary lines within the project boundary. It is not anticipated lines will be encountered during construction operations, but work shall include all saw cutting, pipe removal, material disposal and plugging as needed if encountered.

**METHOD OF MEASUREMENT**

Remove Pipe (Undistributed) shall be measured as listed in the proposal page.

**BASIS OF PAYMENT**

Remove Pipe (Undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 20501 – ADJUST SEWER ACCESS STRUCTURE**

**DESCRIPTION**

Work under this item shall include adjusting Sanitary Sewer Access Structure as called for on the plan set to the final proposed grades.

Adjust SAS Special shall be completed in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction – Latest Edition.

This Sewer Access Structure adjustment work will need to be inspected by the Madison Metropolitan Sewerage District (MMSD). Contactor shall contact the MMSD Collection System Supervisor, Ray Schneider, at 222-1201 ext. 259 or [rays@madsewer.org](mailto:rays@madsewer.org), in advance of doing the work to arrange for inspection.

**METHOD OF MEASUREMENT**

Adjust Sewer Access Structure shall be measured as a completed unit, which shall include all materials, equipment, labor, and incidentals necessary to complete the work in accordance with the description.

**BASIS OF PAYMENT**

Adjust Sewer Access Structure shall be paid for at the contract price bid for each sanitary Sewer Access Structure

**BID ITEM 20701 – TERRACE SEEDING**

**DESCRIPTION**

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, fertilizer, and mulching material on all disturbed areas including areas damaged by construction activities, in accordance with Article 207 of the Standard Specifications. Seed mixture shall be either in whole, or a mixture of the City of Madison sun terrace mix and shade terrace mix applied appropriately based on shady and sunny areas of the site.

Quantities listed in the proposal page includes seeding all areas within the disturbance limits with the exception of the bio-retention area, which shall be seeded with detention basin seed mix per BID ITEM 20705 – DETENTION BASIN SEEDING.

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions.

**METHOD OF MEASUREMENT**

Terrace Seeding shall be measured by the square yard quantity as listed in the proposal page without measurement thereof.

## **BASIS OF PAYMENT**

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

## **BID ITEM 20705 – DETENTION BASIN SEEDING**

### **DESCRIPTION**

Work under this bid item shall consist of preparing seed beds, furnishing and sowing the required seed, furnishing and applying the required stabilizers, and fertilizer for the proposed bio-retention area in accordance with Article 207 of the Standard Specifications.

Contractor to note – the Engineer shall be called to inspect and approve the finish grade prior to seeding and mulching.

Contractor is responsible for obtaining seed bed germination per Article 207 of the Standard Specifications, regardless of site conditions.

### **METHOD OF MEASUREMENT**

Detention Basin Seeding shall be measured by the square yard quantity as listed in the proposal page without measurement thereof.

### **BASIS OF PAYMENT**

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

## **BID ITEM 21002 – EROSION CONTROL INSPECTION**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to perform and submit weekly and ½” rainfall erosion control inspections per Article 210 of the City of Madison Standard Specifications for Public Works Construction.

### **METHOD OF MEASUREMENT**

Erosion Control Inspection shall be measured by each completed and approved online inspection submitted to the City of Madison Licenses and Permits portal.

### **BASIS OF PAYMENT**

Erosion Control Inspection shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

**BID ITEM 21017 – SILT SOCK (8 INCH) - COMPLETE**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install, maintain, and remove 8 inch silt sock in accordance with the City of Madison Standard Specifications for Public Works Construction.

150 linear feet have been added to the proposal page for undistributed silt sock to be used around soil stockpiles. The quantity of this item may be reduced, increased, or eliminated based as needed for emergency sediment control and perimeter control around soil stockpiles.

**METHOD OF MEASUREMENT**

Silt Sock (8 Inch) - Complete shall be measured per linear foot as described above.

**BASIS OF PAYMENT**

Silt Sock (8 Inch) - Complete shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description. The Contractor shall submit a copy of the online submitted report to be paid for the completed inspection.

**BID ITEM 21040 – GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED)**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install geotextile fabric in undercut areas per BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED). Quantities of this bid item may be increased, decreased or eliminated as determined by the Engineer after proof rolling pavement subgrade.

**METHOD OF MEASUREMENT**

Geotextile Fabric Type SAS Non Woven (Undistributed) shall be measured as listed in the proposal page.

**BASIS OF PAYMENT**

Geotextile Fabric Type SAS Non Woven (Undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 21061 - EROSION MATTING, CLASS I, URBAN TYPE A**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to install Erosion Matting, Class I, Urban Type A on all seeded disturbed areas as noted in the plans.

Work under this bid item shall be as set forth in the latest edition of the Standard Specifications, except the Contractor shall note that special care with anchorage devices shall be required so as to not injure park users. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Erosion Matting, Class I, Urban Type A".

Anchorage devices shall be completely biodegradable. Photobiodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices.

Erosion Matting, Class I, Urban Type A shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the Engineer a manufacturer's recommended staple pattern for the type of matting installed.

Trimming of the Erosion Matting, Class I, Urban Type A required to accommodate existing tree locations shall be considered incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Erosion Matting, Class I, Urban Type A shall be measured by the square yard quantity as listed in the proposal page without measurement thereof, not including run out and overlap.

#### **BASIS OF PAYMENT**

Erosion Matting, Class I, Urban Type A shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description

#### **BID ITEM 21071 - EROSION MATTING, CLASS II, TYPE A - ORGANIC**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary to install Erosion Matting, Class II Urban Type A - Organic on all seeded disturbed areas as noted in the plans.

Work under this bid item shall be as set forth in the latest edition of the Standard Specifications, except the Contractor shall note that special care with anchorage devices shall be required so as to not injure park users. Anchorage devices for the mat are required to be a product identified on the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) under the category of "Anchoring Devices for Class II, Urban Erosion Mat."

Anchorage devices shall be completely biodegradable. Photobiodegradable or metal anchorage devices shall not be allowed. Materials deemed to present a hazard from splintering or spearing shall not be approved, including solid wood devices.

Erosion Matting, Class II Urban Type A - Organic shall be installed correctly with correct anchorage, staple pattern, and overlap. To verify the staple pattern, the Contractor shall provide to the Engineer a manufacturer's recommended staple pattern for the type of matting installed.

Trimming of the Erosion Matting, Class II Urban Type A - Organic required to accommodate existing tree locations shall be considered incidental to this bid item.

#### **METHOD OF MEASUREMENT**

Erosion Matting, Class II Urban Type A - Organic shall be measured by the square yard quantity as listed in the proposal page without measurement thereof, not including run out and overlap.

#### **BASIS OF PAYMENT**

Erosion Matting, Class II Urban Type A - Organic shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description

**BID ITEM 30201 – TYPE “A” CONCRETE CURB AND GUTTER**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “A” concrete curb and gutter as defined in City of Madison Standard Specifications. Type “A” concrete curb and gutter shall only be installed to match existing curb along E. Washington Ave.

Curb head and gutter shall be per Standard Detail Drawing 3.06, Type "A".

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

**METHOD OF MEASUREMENT**

Type “A” Concrete Curb and Gutter shall be measured by the plan linear foot quantity as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Type “A” Concrete Curb and Gutter shall be paid for at the contract unit price per linear foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

**BID ITEM 30205 – TYPE “E” CONCRETE CURB AND GUTTER**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “E” concrete curb and gutter as defined in City of Madison Standard Specifications.

Curb head and gutter shall be per Standard Detail Drawing 3.08, Type "E".

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

**METHOD OF MEASUREMENT**

Type “E” Concrete Curb and Gutter shall be measured by the plan linear foot quantity as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Type “E” Concrete Curb and Gutter shall be paid for at the contract unit price per linear foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

## **BID ITEM 30207 – TYPE “H” CONCRETE CURB AND GUTTER**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install Type “H” concrete curb and gutter as defined in City of Madison Standard Specifications.

Curb head and gutter shall be per Standard Detail Drawing 3.08, Type “H”.

Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

### **METHOD OF MEASUREMENT**

Type “H” Concrete Curb and Gutter shall be measured by the plan linear foot quantity as listed in the proposal page without measurement thereof.

### **BASIS OF PAYMENT**

Type “H” Concrete Curb and Gutter shall be paid for at the contract unit price per linear foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

## **BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install 5" concrete as sidewalk locations as defined in City of Madison Standard Specifications.

Concrete wash-out area shall be incidental to this bid item.

The Contractor shall install 2" depth of crushed aggregate base with installation of 5" concrete. Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

### **METHOD OF MEASUREMENT**

5 Inch Concrete Sidewalk shall be measured by the plan square foot quantity as listed in the proposal page without measurement thereof.

### **BASIS OF PAYMENT**

5 Inch Concrete Sidewalk shall be paid for at the contract unit price per square foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

**BID ITEM 30302 – 7 INCH CONCRETE SIDEWALK**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install 7" concrete as sidewalk locations as defined in City of Madison Standard Specifications.

Concrete wash-out area shall be incidental to this bid item.

The Contractor shall install 6" depth of crushed aggregate base with installation of 7" concrete. Crushed aggregate base shall be paid for under BID ITEM 40102 CRUSHED AGGREGATE BASE COURSE NO.2.

**METHOD OF MEASUREMENT**

7 Inch Concrete Sidewalk shall be measured by the plan square foot quantity as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

7 Inch Concrete Sidewalk shall be paid for at the contract unit price per square foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

**BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELD**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to install curb ramp detectable warning fields as defined in City of Madison Standard Specifications. Detectable Warning Field Panels shall be cast iron per ASTM A48 class 35B or Better. Detectable Warning Field Panels shall be ADA compliant.

**METHOD OF MEASUREMENT**

Curb Ramp Detectable Warning Field shall be measured by the plan square foot quantity as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Curb Ramp Detectable Warning Field shall be paid for at the contract unit price per square foot as determined on the proposal page. Payment is full compensation for furnishing all materials, including delivering, forming, installing, reinforcing, concrete, placing, finishing, sealing, curing, and jointing and for all labor, equipment, tools and incidentals necessary to complete this item of work. Concrete wash-out area shall be considered incidental to this bid item.

**BID ITEM 40102 – CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2**

**DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install 9 inches of Crushed Aggregate Base Course Gradation No. 2 for asphalt path and court construction.

The Contractor shall contact Dan Rodman at 658-3087 at least 48 hours prior to proof subgrade elevations prior to paving.

**METHOD OF MEASUREMENT**

Crushed Aggregate Base Course Gradation No. 2 shall be measured per ton placed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Crushed Aggregate Base Course Gradation No. 2 shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 40202 – HMA PAVEMENT 4 LT 58-28 S**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install HMA Pavement 4 LT 58-28 S in accordance with these plans and specifications and the latest edition of the Standard Specifications.

**METHOD OF MEASUREMENT**

HMA Pavement 4 LT 58-28 S shall be measured by the ton as listed on the proposal page without measurement thereof.

**BASIS OF PAYMENT**

HMA Pavement 4 LT 58-28 S shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, hauling, placement, disposal and incidentals required to complete the work as set forth in the description.

**BID ITEM 40321 – UNDERCUT (UNDISTRIBUTED)**

**DESCRIPTION**

This bid item has been included in the event that undercut is necessary for construction of the asphalt parking lot, path and/or basketball court. This item may be eliminated if undercut is not required. Contractor shall determine need and quantity for undercut and notify the Engineer of intent to undercut any areas prior to beginning undercut excavation.

**METHOD OF MEASUREMENT**

Undercut (Undistributed) shall be measured per CY in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

Undercut (Undistributed) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 50202 – TYPE II DEWATERING**

Due to the high ground water level the Contractor may be required to perform Type II dewatering by use of points/wells with pump rates great than or equal to 70 gallons per minute. If Type II Dewatering is

required the Contractor shall comply with all provision of the City of Madison Standard Specifications regarding this bid item and shall obtain any required permitting from Wisconsin Department of Natural Resources prior to the installation of any Type II Dewatering system.

Contractor shall notify the Engineer when Type II Dewatering is required and a minimum of three (3) business days prior to commencing with any Type II Dewatering activity. Failure to notify the Engineer and provide copies of the approved permit from Wisconsin Department of Natural Resources shall indicate that this bid item was not required.

Soil boring information including geotechnical reports for the project location at Burr Jones Park is included for reference in Appendix A.

### **BID ITEM 50441 – 8 INCH TYPE III STORM SEWER PIPE**

#### **DESCRIPTION**

Work under this bid item shall include all work, materials, labor and incidentals necessary for the Contractor to install 8 Inch Type III Storm Sewer Pipe for asphalt path construction.

Pipe ends shall be cut at 45 degree angle to conform to surrounding earthwork.

#### **METHOD OF MEASUREMENT**

8 Inch Type III Storm Sewer Pipe shall be measured per linear foot as listed in the proposal page without measurement thereof.

#### **BASIS OF PAYMENT**

8 Inch Type III Storm Sewer Pipe shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

### **BID ITEM 90000 - CONSTRUCTION FENCE (PLASTIC)**

#### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, install, maintain and remove construction fence from the project site as shown on the plans.

Construction fencing shall be installed to discourage access to the construction area by the general public during the course of the project. Fencing shall be maintained throughout construction and adjusted or removed at the request of the Engineer.

This fence shall be highly visible (orange), constructed of a plastic web, and able to withstand the expected amount of use it shall receive on a construction site. Relocation of fencing may be required as the work progresses. No extra payment shall be made for temporarily opening and re-closing the fence, or relocation of the fencing as needed to perform the work. Fencing shall be left in place until construction operations are complete.

Construction fencing shall be International Orange color, high-density polyethylene mesh conforming to the following:

- Mesh opening: 1 inch minimum to 3 inch maximum
- Height: 4 feet
- Ultimate tensile strength: Avg 3000 lb per 4' width (ASTM D638)

## **METHOD OF MEASUREMENT**

Construction Fence (Plastic) shall be measured by the linear foot quantity as listed in the proposal page without measurement thereof.

## **BASIS OF PAYMENT**

Construction Fence (Plastic) shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90001 – CONSTRUCTION SURVEYING AND STAKING**

### **DESCRIPTION**

The Contractor shall be responsible for surveying and staking all lines and grades, contours and grade points, to the elevations shown on the plans or as field changes directed by the Engineer. An AutoCAD (.dwg) file will be provided upon request. The Contractor shall be responsible for configuring the file to a usable format in order to create nodes, alignments, or other useful data to facilitate surveying and staking.

The Contractor shall use the established horizontal and vertical control points as provided by the City of Madison. The Contractor shall run a level circuit for the project in order to check for accuracy. If GPS is used to establish vertical and horizontal control, the Contractor shall provide a check on accuracy by checking established control locations. If vertical control is established using GPS, the vertical control must be distributed across the site using conventional level circuits.

The horizontal survey data is in Wisconsin County Coordinate System-Dane Zone, NAD83 (1997) datum. Vertical survey data has been referenced to NAVD 88.

**The Madison Parks Division will be checking accuracy of all staking in order to provide quality control. The Contractor shall contact City of Madison Parks Surveyor Dan Rodman at (608) 658-3087 at least 48 hours prior to proof all sub and finished grades.**

## **METHOD OF MEASUREMENT**

Construction Surveying and Staking shall be measured as lump sum as completed in the field.

## **BASIS OF PAYMENT**

Construction Surveying and Staking, as measured above shall be full compensation for all materials, labor and incidentals necessary to complete the work as described above.

## **BID ITEM 90002 – TRAFFIC AND PARKING LOT SIGNS**

### **DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to install:

- (1) stop sign
- (2) accessible stall parking sign

All signs shall be in accordance with the Wisconsin Manual on Uniform Traffic Control Devices and Wisconsin Department of Transportation Signing Guidelines Manual.

Precast footings for traffic signs located in lawn or planting bed areas shall be per Standard Detail Drawing 6.42.

Sign posts and hardware shall be per Standard Detail 6.43.

#### **METHOD OF MEASUREMENT**

Traffic and Parking Lot Signs shall be measured per each individual sign as listed in the proposal page.

#### **BASIS OF PAYMENT**

Traffic and Parking Lot Signs shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

#### **BID ITEM 90003 – EXCAVATION, LOADING AND HAULING OF SOLID WASTE MATERIALS**

#### **DESCRIPTION**

This special provision describes excavating, loading, and hauling of any trash, solid waste, or contaminated soil encountered during the project to the Waste Management Deer Track Park Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. **Tipping fees shall be paid for by the City of Madison.**

Waste Management Deer Track Park Landfill  
N6756 Waldmann Lane  
Watertown, WI 53094  
1-866-909-4458

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

It is anticipated that fragments of glass, brick, and cinders may be encountered from depths ranging from 1 to 4 feet below ground surface. It is likely that such historical waste will only be encountered during the excavation of trenches for site utilities. Refer to the CGC boring log reports for more detail (included in the Appendix A). Based on the age of waste and boring logs, there are no special health or safety measures that must be implemented when excavating such material.

If contaminated soils—based on unusual odor, presence of cinders, staining, presence of trash, etc.—are encountered, immediately notify the Project Engineer. For more information regarding environmental contamination within the project limits, contact:

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703  
608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

#### **Coordination**

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

Brynn Bemis  
City of Madison Engineering  
210 Martin Luther King, Jr. Blvd., Rm 115  
Madison, WI 53703

608.267.1986  
[bbemis@cityofmadison.com](mailto:bbemis@cityofmadison.com)

The role of the Environmental Consultant will be limited to:

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

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

### **Construction**

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

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

While excavating, only excavate contaminated soils as required by the construction plan set. Do not over-excavate contaminated soils, unless directed by the Environmental Consultant or Engineer. Non-petroleum-contaminated soil, such as soils containing brick fragments or cinders, that is geotechnically suitable shall be reused as backfill.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site. Per WDNR requirements, petroleum-contaminated soils must be placed on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover petroleum piles with plastic sheeting to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants. Soil containing cinders and/or other solid waste material does not need to be covered during stockpiling.

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

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

## **METHOD OF MEASUREMENT**

Excavation, Loading and Hauling of Solid Waste Materials shall be measured per ton of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

## **BASIS OF PAYMENT**

Payment is full compensation for contaminated soil excavation, segregation, loading, and hauling of solid waste-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **BID ITEM 90004 – BIO-RETENTION BASIN**

### **DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide, construct and install the bio retention basin outlined in the plans and detail drawings.

All materials including concrete, engineered fill, clear stone, fabric and other items shown on S.D.D. 2.09 and in the plans shall be included with this bid item. These quantities are not included in the calculations for the contract under individual bid items. Planting shall occur in 2020 by others.

#### Clay Liner

The Bio Retention Basin includes placement of a two foot thick clay liner. The clay liner shall consist of clay compacted to a minimum 90 percent of the maximum dry density as determined by ASTM D1557. Clay shall meet the "CL" or Lean Clay as determined by the Unified Soil Classification System. It is anticipated from the soil boring logs that enough native clay material exists on site to form the clay liner. If additional clay is needed, the contractor shall import the necessary amount. All imported material shall be included in this item.

#### Dewatering

It is anticipated that dewatering may be necessary to construct the bio retention basin and Clay Liner as described. If Type II dewatering is needed it shall be the responsibility of the contractor to obtain identify and obtain all required permits. Dewatering shall be paid under BID ITEM 50202 – TYPE II DEWATERING.

Excavation of the bio-retention area shall be paid under BID ITEM 20101 – EXCAVATION CUT.

Bio-retention side slope and basin seeding shall be paid under BID ITEM 20705 – DETENTION BASIN SEEDING.

## **METHOD OF MEASUREMENT**

Bio Retention Basin system shall be measure as Lump Sum installed in the field.

## **BASIS OF PAYMENT**

Bio Retention Basin shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, placement, disposal and incidentals required to complete the work as set forth in the description.

**BID ITEM 90005 – PLANTING BED PREPARATION**

This bid item shall include the preparation of planting bed areas for new plants to be installed in 2020 BY OTHERS.

Planting bed areas shall be excavated to a minimum depth of 18" below finish grade elevation. All construction debris and/or aggregate material shall be removed from excavated areas. Bottom of excavated areas shall be scarified, loosened and aerating to provide sufficient drainage into the existing subgrade.

The excavated area shall be backfilled per Section 209.5(a) of the Standard Specifications. Backfill material shall topsoil free of stones, sticks, trash roots or other debris larger than 3/4". Soil shall be placed in successive lifts no thicker than 6" and compacted with hand-operated equipment to a maximum dry density of 65 percent. Over compaction of backfill material shall be corrected by loosening fill through tilling or other means.

The planting bed topsoil quantities for this contract have been computed by Microstation InRoads surface data volume computations. It is estimated that ~190 cubic yards of planting bed topsoil are required to complete the work.

New planting beds shall have shovel edge in areas not bound by concrete curb.

Excavation, planting bed soil procurement, soil placement and shovel edging shall be incidental to this bid item.

**METHOD OF MEASUREMENT**

Planting Bed Preparation shall be per square yard as listed in the proposal page.

**BASIS OF PAYMENT**

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

**BID ITEM 90006 –BICYCLE RACK**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to provide and install a bike rack as shown on the plans. Bike rack shall be Madrax model SPR-SNG-6-SF-P, surface mount as manufactured by Graber Manufacturing, Inc. in color black or approved equivalent. Color shall be approved by Engineer prior to installation. Racks shall be installed per manufacturer's recommendations using stainless steel hardware. Concrete pad shall be paid separately under the 5" concrete sidewalk bid item.

**METHOD OF MEASUREMENT**

Bicycle Rack shall be measured as each rack installed in the field as listed in the proposal page without measurement thereof.

**BASIS OF PAYMENT**

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

**BID ITEM 90007 –BASKETBALL GOAL**

**DESCRIPTION**

Work under this item shall include all necessary work, labor and incidentals required to purchase and install new basketball pole and associated backboard, rim and net in accordance with these contract documents and plans. The basketball pole and backboard shall be purchased and installed by the Contractor and shall be per plan details. Pole shall be Burke Model 590-0039 or approved equal. Backboard shall be Burke Model RECT BB DBL or approved equal. Prior to installation the Engineer shall approve the layout of the basketball goals.

**METHOD OF MEASUREMENT**

Basketball Goal shall be measured per each basketball goal installed as listed in the proposal page.

**BASIS OF PAYMENT**

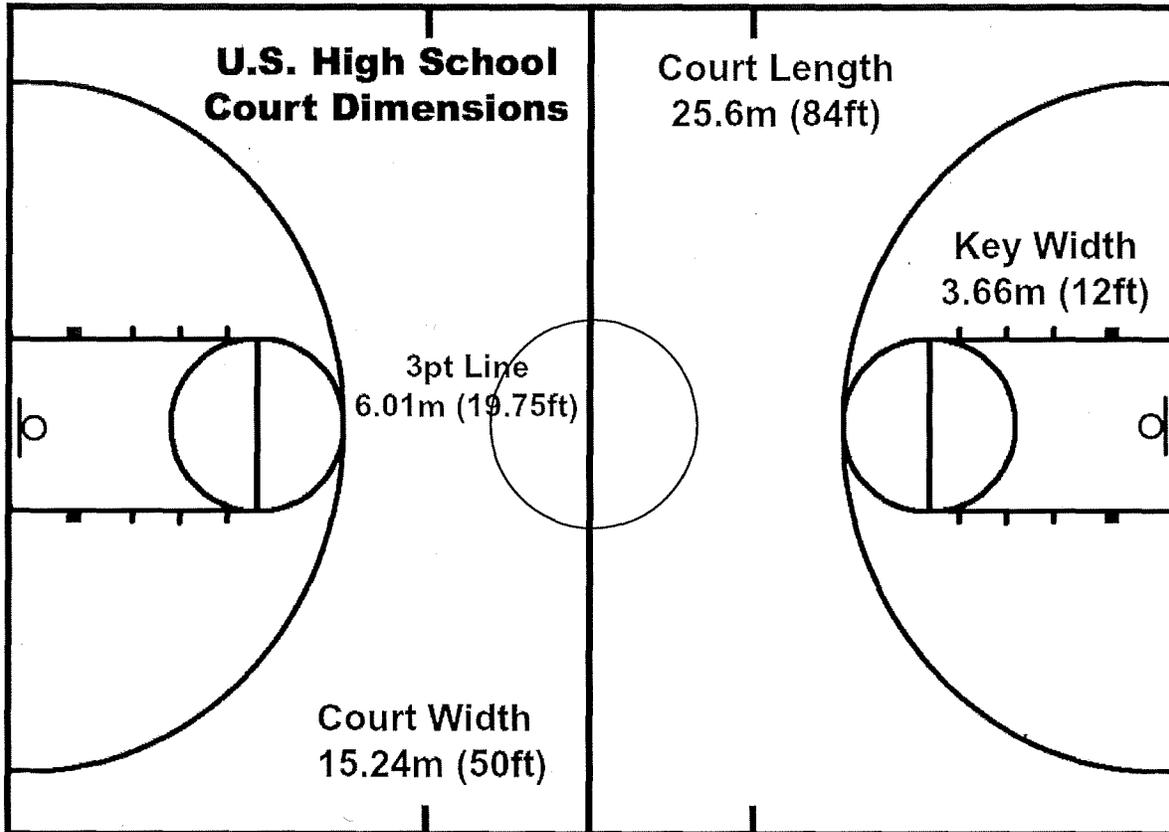
Basketball Goal shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 90008 –BASKETBALL COURT LINE PAINTING**

**DESCRIPTION**

Work under this bid item shall include all costs associated with line painting acrylic sealed basketball courts as specified in these special provisions.

Basketball court playing lines shall be marked for high school basketball court with dimensions 50'x84', with a backboard extending 4' over the baseline into the key and as shown in the below diagram.



Court lines shall include sidelines, baseline/end lines, mid court lines, three point lines, free throw lines, free throw circle, lane lines, and center circle.

All lines shall be accurately located, masked, and painted with Plexicolor® Line Paint or an approved equal. All court lines shall be two (2) inches wide. If paint is spray applied, two coats of paint shall be required. No overspray shall be permitted. All lines shall be painted white.

All materials shall be mixed and applied according to manufacturers' specifications. Asphalt emulsions and material containing asbestos shall not be permitted. No materials shall be applied when rain is imminent, and air temperature must be at least 50 degrees and rising. Contractor shall secure all gates until completion, and shall leave the site in a clean condition.

All discarded materials, including any excess filler coat or finish coat material dumped on the lawn, shall be removed from work site. Any ruts caused by vehicles or work equipment shall be repaired by the Contractor at no additional cost to the city.

The Contractor shall protect the asphalt with barricades and/or construction fencing throughout the duration of the manufacturer's recommended drying time.

#### **METHOD OF MEASUREMENT**

Basketball Court Line Painting shall be measured per each individual court as listed in the proposal page.

#### **BASIS OF PAYMENT**

Basketball Court Line Painting shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 90009 – REMOVE EXISTING BASKETBALL GOAL**

**DESCRIPTION**

Work under this item shall include all materials, labor and incidentals necessary to remove and dispose of the basketball pole, backboard, rim and footing at locations identified on plans. The existing basketball pole, footing, backboard and rim shall be disposed of offsite in a location to be determined and provided by the Contractor, at no extra cost to the City. Included in this bid item shall be all materials (including sand backfill), labor and incidentals necessary to fill the hole created by removing the pole and footing with select fill and topsoil. The hole shall be filled and compacted (hand tamped), in 12" increments.

**METHOD OF MEASUREMENT**

Remove Existing Basketball Goal shall be measured per each basketball goal removed as listed in the proposal page.

**BASIS OF PAYMENT**

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

**BID ITEM 90010 – SALVAGE AND INSTALLATION OF EXISTING PARK SIGN**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to salvage, store and reinstall an existing wood park sign. The support post shall be direct bury in compacted subgrade at the location shown on the plans. The Contractor shall contact the Engineer a minimum of 48 hrs. prior to installation for on-site confirmation of the sign location.

**METHOD OF MEASUREMENT**

Salvage and Installation of Existing Park Sign shall be measured as lump sum for the completed work as describe above.

**BASIS OF PAYMENT**

Salvage and Installation of Existing Park Sign shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

**BID ITEM 90011 – SALVAGE AND INSTALLATION OF EXISTING PLAQUE**

**DESCRIPTION**

Work under this item shall include all work, materials, labor and incidentals necessary for the Contractor to salvage, store and reinstall an existing cast plaque sign. The support post shall be direct bury in compacted subgrade at the location shown on the plans. The Contractor shall contact the Engineer a minimum of 48 hrs. prior to installation for on-site confirmation of the plaque location.

**METHOD OF MEASUREMENT**

Salvage and Installation of Existing Plaque shall be measured as lump sum for the completed work as describe above.

## **BASIS OF PAYMENT**

Salvage and Installation of Existing Plaque shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, labor, tools, equipment, disposal, and incidentals required to complete the work as set forth in the description.

## **BID ITEM 90012 – ELECTRICAL SYSTEM**

### **DESCRIPTION**

Work under this bid item shall include all labor, equipment, and materials necessary to complete the new electrical system to power the athletic field lighting system. Work shall be completed per City of Madison Standard Specifications for Public Works Construction and as specified in Appendix B and shown in the plans. Work includes furnishing and installation of all electrical improvements, including but not limited to; conduit, wiring, equipment cabinets, cabinet supports and footings, electrical equipment, hand holes, pole connections and coordination with MG&E on new transformer connections.

### **MATERIALS**

Refer to Appendix B.

### **CONSTRUCTION**

Refer to Appendix B.

### **METHOD OF MEASUREMENT**

Electrical System as described above and in the plans shall be measured, as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

### **BASIS OF PAYMENT**

Electrical System shall be paid for at the contract unit bid price per LUMP SUM.

## **BID ITEM 90013 – ATHLETIC FIELD LIGHTING SYSTEM**

### **DESCRIPTION**

Work under this bid item shall include all labor, equipment, and materials necessary to furnish and install a new athletic field lighting system at Burr Jones Park. Work shall be completed per City of Madison Standard Specifications for Public Works Construction, as specified in Appendix C and as shown in the plans. Work includes furnishing and installation of all athletic field lighting system components, including but not limited to; pole bases, poles, pole securing hardware, control equipment, pole cabinets, luminaires and luminaire mounting hardware.

Musco's Light-Structure System™ with TLC for LED™ is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Appendix C - Submittal Information by 2:00 PM on Monday, June 10th, 2019. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid (on Friday, June 14, 2019 by 12:00 noon), listing any other approved lighting manufacturers and designs. Submittal on the provide form in Appendix C shall be made to Mike Sturm at [msturm@cityofmadison.com](mailto:msturm@cityofmadison.com).

Contractors shall only bid products that have been approved by this specification or addendum by the Engineer. Bids received that do not utilize an approved system/design, will be rejected.

### **MATERIALS**

Refer to Appendix C.

## **CONSTRUCTION**

Refer to Appendix C.

## **METHOD OF MEASUREMENT**

Athletic Field Lighting System as described above and in the plans shall be measured, as one unit and payment shall be made upon completion, in place, and accepted in accordance with the contract.

## **BASIS OF PAYMENT**

Athletic Field Lighting System shall be paid for at the contract unit bid price per LUMP SUM.

## **BID ITEM 90014 - FENCE**

### **DESCRIPTION**

Work under this bid item shall include furnishing all fence materials, including fasteners; locating underground facilities; layout of the fence posts; excavation of post holes; furnishing and placing concrete; installing the fence; site restoration; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

### **MATERIALS**

Furnish concrete for footings that is in accordance to the pertinent requirements of Part 3 of the Standard Specifications.

Furnish one of the following fence systems or approved equal:

1. Omega II Fence Systems (Laval, Quebec, Canada 1-800-836-6342, [www.omegafence.com](http://www.omegafence.com)) Elite Double Wire Fence Panels, 6' height, standard 8'-3" panel length and post spacing. Horizontal wire shall be 2x4 gauge, vertical wire shall be 1x6 gauge, mesh opening shall be 1.97" x 7.875". Posts shall be 3" round, 11 gage with flush mount cap. Fence panels, posts, and all hardware shall be powder coat finish, color black.
2. TWINBAR Fencing System (MFR Manufacturing Corp., Products Inc., Aurora, IL 1-815-552-3333, <https://mfrcorp.com/>) 6' height, standard 8'-3" panel length and post spacing. Horizontal wire shall be 2x4 gauge, vertical wire shall be 1x4 gauge, mesh opening shall be 2" x 8". Posts shall be 3" round, 11 gauge with flush mount cap. Fence panels, posts, and all hardware shall be powder coat finish, color black.

The Contractor shall submit shop drawings to the Engineer for review, including location of fence, posts, rails, details, hardware, and accessories. Shop drawing shall indicate materials, dimensions, sizes, and finishes of components. The Contractor shall verify layout information for fence as shown on plans in relation to property survey, existing utilities, and field measurements.

## **CONSTRUCTION**

Locate all existing and new underground facilities prior to layout of the fence. Adjust the post layout as necessary to avoid underground conflicts. Layout all end posts and obtain approval of the layout from the Engineer prior to beginning construction of footings and posts.

Install the fence in accordance to the construction details and the manufacturer's recommended installation instructions.

## **METHOD OF MEASUREMENT**

Fence shall be measured by the linear foot as listed in the proposal page.

**BASIS OF PAYMENT**

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

**END OF SPECIAL PROVISIONS**

**SECTION E: BIDDERS ACKNOWLEDGEMENT**

**BURR JONES PARK - SITE IMPROVEMENTS  
CONTRACT NO. 8359**

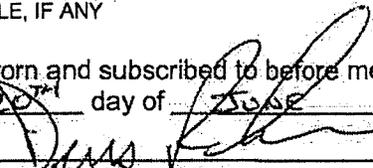
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.  
*(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).*
5. I hereby certify that all statements herein are made on behalf of R.G. Huston Co. Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_ State of \_\_\_\_\_ that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

  
SIGNATURE  
PRESIDENT - BRAD HUSTON  
TITLE, IF ANY



Sworn and subscribed to before me this 20<sup>th</sup> day of JULY, 20 19.

  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 1-10-20

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

DENNIS RICHARDSON  
Notary Public  
State of Wisconsin  
E-1

Contract 8421 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

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

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

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

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

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

**BURR JONES PARK - SITE IMPROVEMENTS**

**CONTRACT NO. 8359**

**Small Business Enterprise Compliance Report**

**Cover Sheet**

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road  
Cottage Grove, WI 53527

Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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

Witness' Signature

Date

Bidder's Signature



BURR JONES PARK - SITE IMPROVEMENTS

CONTRACT NO. 8359

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
Greener Valley	Landscaper	8.1%
Bullet	Trucking	1.0%

Subtotal SBE who are not suppliers: 9.1 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

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

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

Total Percentage of SBE Utilization: 9.1 %

**BURR JONES PARK - SITE IMPROVEMENTS**

CONTRACT NO. 8359

DATE: 6/20/19

**R. G. Huston Co., Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LS	1.00	\$2,100.00	\$2,100.00
10712 - RAILROAD FLAGGING - LS	1.00	\$850.00	\$850.00
10790 - RAILROAD INSURANCE - LS	1.00	\$4,000.00	\$4,000.00
10803 - NO ROOT CUTTING - EA	4.00	\$545.00	\$2,180.00
10911 - MOBILIZATION - LS	1.00	\$26,799.46	\$26,799.46
20101 - EXCAVATION CUT - CY	5901.00	\$15.15	\$89,400.15
20130 - UNDERDRAIN - L.F.	202.00	\$17.50	\$3,535.00
20202 - FILL BORROW - CY	866.00	\$40.00	\$34,640.00
20217 - CLEAR STONE - TON	35.00	\$14.45	\$505.75
20219 - BREAKER RUN (UNDISTRIBUTED) - TON	740.00	\$13.15	\$9,731.00
20221 - TOPSOIL - SY	17329.00	\$5.70	\$98,775.30
20302 - SAWCUT CONCRETE PAVEMENT FULL DEPTH - LF	10.00	\$2.25	\$22.50
20303 - SAWCUT ASPHALT PAVEMENT - LF	30.00	\$2.25	\$67.50
20314 - REMOVE PIPE (UNDISTRIBUTED) - LF	100.00	\$18.60	\$1,860.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	505.00	\$6.30	\$3,181.50
20323 - REMOVE CONCRETE SIDEWALK AND DRIVE - SF	648.00	\$3.30	\$2,138.40
20401 - CLEARING - I.D.	94.00	\$52.00	\$4,888.00
20403 - CLEARING - SY	43.00	\$23.65	\$1,016.95
20406 - GRUBBING - I.D.	94.00	\$16.50	\$1,551.00
20408 - GRUBBING - SY	43.00	\$18.50	\$795.50
20501 - ADJUST SEWER ACCESS STRUCTURE - EA	1.00	\$395.00	\$395.00
20701 - TERRACE SEEDING - SY	17329.00	\$0.85	\$14,729.65
20705 - DETENTION BASIN SEEDING - SY	613.00	\$4.00	\$2,452.00
21002 - EROSION CONTROL INSPECTION - EA	6.00	\$200.00	\$1,200.00
21011 - CONSTRUCTION ENTRANCE - EA	1.00	\$535.00	\$535.00
21013 - STREET SWEEPING - LS	1.00	\$1,500.00	\$1,500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - LF	765.00	\$6.00	\$4,590.00
21040 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN (UNDISTRIBUTED) - SY	1100.00	\$1.30	\$1,430.00
21041 - INLET PROTECTION, TYPE D - COMPLETE - EACH	6.00	\$300.00	\$1,800.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - SY	16525.00	\$1.25	\$20,656.25
21071 - EROSION MATTING, CLASS II, TYPE A - ORGANIC - SY	800.00	\$1.75	\$1,400.00
30201 - TYPE A CONCRETE CURB & GUTTER - LF	22.00	\$41.92	\$922.24
30205 - TYPE E CONCRETE CURB & GUTTER - LF	506.00	\$28.69	\$14,517.14
30207 - TYPE H CONCRETE CURB & GUTTER - LF	390.00	\$28.69	\$11,189.10
30301 - 5 INCH CONCRETE SIDEWALK - SF	1177.00	\$7.85	\$9,239.45
30302 - 7 INCH CONCRETE SIDEWALK - SF	347.00	\$8.45	\$2,932.15
30303 - COMMERCIAL DRIVE OPENING - EACH	1.00	\$1,500.00	\$1,500.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - SF	16.00	\$30.30	\$484.80
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	1493.00	\$23.65	\$35,309.45
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	504.00	\$97.63	\$49,205.52
40218 - TACK COAT - GAL	236.00	\$3.03	\$715.08
40321 - UNDERCUT (UNDISTRIBUTED) - CY	370.00	\$23.00	\$8,510.00
50202 - TYPE II DEWATERING - LS	1.00	\$50.00	\$50.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	320.00	\$0.01	\$3.20
50432 - 12 INCH TYPE II STORM SEWER PIPE - L.F.	320.00	\$58.00	\$18,560.00
50441 - 8 INCH TYPE III STORM SEWER PIPE - LF	18.50	\$65.00	\$1,202.50
50461 - 12 INCH RCP AE - EACH	1.00	\$975.46	\$975.46

**BURR JONES PARK - SITE IMPROVEMENTS**

CONTRACT NO. 8359

DATE: 6/20/19

**R. G. Huston Co., Inc.**

Item	Quantity	Price	Extension
50499 - CONCRETE COLLAR - EACH	1.00	\$450.00	\$450.00
50601 - 12 INCH RCP AE GATE - EA	1.00	\$370.00	\$370.00
50741 - TYPE H INLET - EACH	4.00	\$2,690.00	\$10,760.00
50792 - STORM SEWER TAP - EA	1.00	\$950.00	\$950.00
50801 - UTILITY LINE OPENING (ULO) - EA	4.00	\$615.00	\$2,460.00
60800 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - LF	496.00	\$8.25	\$4,092.00
60821 - PAVEMENT MARKING EPOXY, SYMBOL, ACCESSIBLE PARKING STALL - EA	2.00	\$125.00	\$250.00
60849 - PAVEMENT MARKING PAINT, DIAGONAL LINE, 6-INCH - LF	72.00	\$10.00	\$720.00
90000 - CONSTRUCTION FENCE (PLASTIC) - LF	2016.00	\$7.00	\$14,112.00
90001 - CONSTRUCTION SURVEYING AND STAKING - LS	1.00	\$6,000.00	\$6,000.00
90002 - TRAFFIC AND PARKING LOT SIGNS - EA	3.00	\$780.00	\$2,340.00
90003 - EXCAVATION, LOADING AND HAULING OF SOLID WASTE MATERIALS - TON	30.00	\$55.00	\$1,650.00
90004 - BIO-RETENTION BASIN - LS	1.00	\$25,000.00	\$25,000.00
90005 - PLANTING BED PREPARATION - SY	493.00	\$22.00	\$10,846.00
90006 - BICYCLE RACK - EA	2.00	\$975.00	\$1,950.00
90007 - BASKETBALL GOAL - EA	2.00	\$5,600.00	\$11,200.00
90008 - BASKETBALL COURT LINE PAINTING - EA	1.00	\$950.00	\$950.00
90009 - REMOVE EXISTING BASKETBALL GOAL - EA	4.00	\$230.00	\$920.00
90010 - SALVAGE AND INSTALLATION OF EXISTING PARK SIGN - LS	1.00	\$1,390.00	\$1,390.00
90011 - SALVAGE AND INSTALLATION OF EXISTING PLAQUE - LS	1.00	\$1,390.00	\$1,390.00
90012 - ELECTRICAL SYSTEM - LS	1.00	\$42,375.00	\$42,375.00
90013 - ATHLETIC FIELD LIGHTING SYSTEM - LS	1.00	\$218,188.00	\$218,188.00
90014 - FENCE - LF	690.00	\$53.50	\$36,915.00
<b>70 Items</b>	<b>Totals</b>		<b>\$889,320.00</b>



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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.  
Eric L. Dundee, P.E.

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

**BIENNIAL BID BOND**

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.

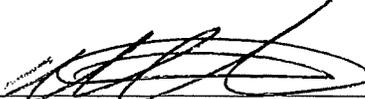
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

**PRINCIPAL**

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

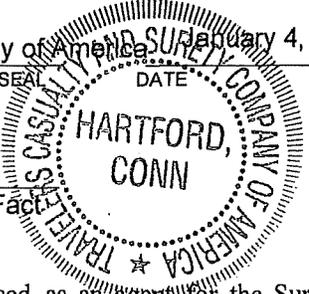


January 8, 2018

By:   
SIGNATURE AND TITLE

**SURETY**

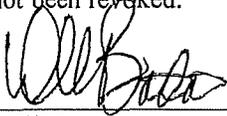
Travelers Casualty and Surety Company of America  
COMPANY NAME AFFIX SEAL DATE January 4, 2018



By:   
SIGNATURE AND TITLE Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 283633 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

January 4, 2018  
DATE

  
AGENT SIGNATURE

20975 Swenson Drive - Suite 175  
ADDRESS

Waukesha, Wisconsin 53186  
CITY, STATE AND ZIP CODE

262-317-8044  
TELEPHONE NUMBER

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



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

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 of Milwaukee/Waukesha, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 19th day of June, 2017.

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President 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, 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.



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

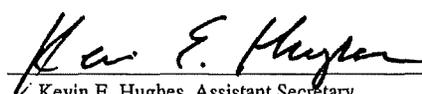
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4<sup>th</sup> day of January, 20 18.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://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 17 day of JULY in the year Two Thousand and Nineteen 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 JULY 16, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

**BURR JONES PARK – SITE IMPROVEMENTS  
CONTRACT NO. 8359**

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of EIGHT HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED TWENTY AND NO/100 (\$889,320.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

## Articles of Agreement

### Article I

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

### Article II

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

### Article III

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

### Article V

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

### Article VI

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

### Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

**BURR JONES PARK – SITE IMPROVEMENTS  
CONTRACT NO. 8359**

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:

<u>[Signature]</u> Witness	<u>7-5-19</u> Date	<u>R. G. HUSTON CO., INC.</u> Company Name	<u>[Signature]</u> President	<u>7-5-19</u> Date
<u>[Signature]</u> Witness	<u>7/9/19</u> Date		<u>[Signature]</u> Secretary	<u>7/9/19</u> Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

<u>[Signature]</u> Finance Director	<u>5th</u> day of <u>August</u> , 20 <u>19</u>	<u>[Signature]</u> City Attorney
<u>[Signature]</u> Witness		<u>[Signature]</u> Mayor
<u>[Signature]</u> Witness		<u>8.5.19</u> Date
		<u>[Signature]</u> City Clerk
		<u>7/23/2019</u> Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal,  
and Travelers Casualty and Surety Company of America  
Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison,  
Wisconsin, in the sum of EIGHT HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED TWENTY  
AND NO/100 (\$889,320.00) Dollars, lawful money of the United States, for the payment of which sum  
to the City of Madison, we hereby bind ourselves and our respective executors and administrators  
firmly by these presents.

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

BURR JONES PARK – SITE IMPROVEMENTS  
CONTRACT NO. 8359

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

Signed and sealed this 17th day of July, 2019

Countersigned:

[Signature]

Witness

[Signature]

Secretary

R. G. HUSTON CO., INC.  
Company Name (Principal)

[Signature]  
President



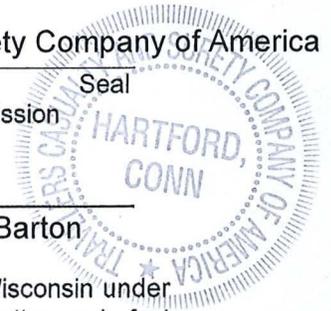
Approved as to form:

[Signature]  
City Attorney

Travelers Casualty and Surety Company of America

Surety Seal  
 Salary Employee  Commission

By [Signature]  
Attorney-in-Fact Dennis M. Barton



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under  
National Producer Number 283633 for the year 2019, and appointed as attorney-in-fact  
with authority to execute this payment and performance bond which power of attorney has not been  
revoked.

July 17, 2019  
Date

[Signature]  
Agent Signature Dennis M. Barton



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

**POWER OF ATTORNEY**

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



State of Connecticut

City of Hartford ss.

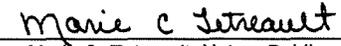
By:   
Robert L. Raney, Senior Vice President

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

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

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



  
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **17th** day of **July**, 2019



  
Kevin E. Hughes, Assistant Secretary

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