

Contract Routing Form

ROUTING: Routine

printed on: 09/21/2015

Contract between: Nugen -Johnson, LLC
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Arboretum Screen Structure Repair

Contract No.: 7563
 Enactment No.: RES-15-00755
 Dollar Amount: 59,950.00

File No.: 39832
 Enactment Date:

Contract Approved & posted in Muris KISV

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-21-2015	9-21-2015
Director of Civil Rights		10/1/15 <i>MCD</i>
Risk Manager	10-1-15	10/1/15 <i>RTU</i>
Finance Director	10-1-15 <i>KISV</i>	10-2-15
City Attorney	10-2-15 <i>llg</i>	10-5-2015
Mayor	10-5-15	10-6-15

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

Original + 2 Copies

09/21/2015 08:55:57 enknb - Lauren S. -266-4094

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

Sign In

Legislative Information Center Home Legislation Meetings Common Council
 Boards, Commissions and Committees Members



Details Reports

File #: 39832 Version: 1 Name: Awarding Public Works Contract No. 7563, Arboretum Screen Structure Repair.

Type: Resolution Status: Passed

File created: 8/21/2015 In control: BOARD OF PUBLIC WORKS

On agenda: 9/15/2015 Final action: 9/15/2015

Enactment date: Enactment #: RES-15-00755

Title: Awarding Public Works Contract No. 7563, Arboretum Screen Structure Repair.

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 1. Contract 7563.pdf

History (3) Text

3 records Group Export

Date ▼	Ver.	Action By	Action	Result	Action Details	Watch
9/15/2015	1	COMMON COUNCIL			Not available	Not available
9/2/2015	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER		<u>Action details</u>	Not available
8/21/2015	1	Engineering Division	Refer		<u>Action details</u>	Not available

KLS
SDR

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 7563
ARBORETUM SCREEN STRUCTURE REPAIR

NUGEN-JOHNSON, LLC

\$59,950.00

Acct. No. 10316-84-174-84500:54445(91345)
Contingency 8%±

\$59,950.00
4,800.00

GRAND TOTAL

\$64,750.00

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search**

Tuesday, September 15, 2015

HINKES, DEBBRA A
MUKWONAGO WI

License Status: Active
License No: 704031
NPN No: 6466434
Effective Date: 09-23-1983
Expiration Date: 06-30-2017
License Type: Resident Intermediary Indv

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Accident & Health	Resident	04-04-1986	Active
Life	Resident	04-04-1986	Active
Casualty	Resident	09-23-1983	Active
Property	Resident	09-23-1983	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
ACUITY, A Mutual Insurance Company	AH/Inactive	05-25-1984	04-17-2002	Canceled
	CAS/Active	05-25-1984		
	PROP/Active	05-25-1984		
Allied Insurance Company of America	CAS/Active	05-22-2015		
	PROP/Active	05-22-2015		
ALLIED Property and Casualty Insurance Company	CAS/Active	02-28-2012		
	PROP/Active	02-28-2012		
AMCO Insurance Company	CAS/Active	02-28-2012		
	PROP/Active	02-28-2012		
American and Foreign Insurance Company	AH/Inactive	07-06-2001	02-07-2005	Canceled
	CAS/Inactive	07-06-2001		
	PROP/Inactive	07-06-2001		
American Casualty Company of Reading, Pennsylvania	AH/Inactive	03-11-1988	10-28-2008	Canceled
	CAS/Active	03-11-1988		
	PROP/Active	03-11-1988		
American Fire and Casualty Company	CAS/Active	03-04-1985		
	PROP/Active	03-04-1985		
American Guarantee and Liability Insurance Company	AH/Active	01-18-1990		
	CAS/Active	01-18-1990		

	PROP/Active	01-18-1990		
American Insurance Company, The	AH/Active	06-14-1984		
	CAS/Active	06-14-1984		
	PROP/Active	06-14-1984		
American Interstate Insurance Company	CAS/Active	11-26-2002		
	PROP/Active	11-26-2002		
American Manufacturers Mutual Insurance Company	CAS/Inactive	08-23-2002	02-17-2005	Canceled
	PROP/Inactive	08-23-2002	02-17-2005	Canceled
American Motorists Insurance Company	CAS/Inactive	08-23-2002	02-17-2005	Canceled
	PROP/Inactive	08-23-2002	02-17-2005	Canceled
American Protection Insurance Company	CAS/Inactive	08-23-2002	02-02-2005	Canceled
	PROP/Inactive	08-23-2002	02-02-2005	Canceled
American Select Insurance Company	CAS/Inactive	12-27-1995	12-28-2004	Canceled
	PROP/Inactive	12-27-1995	12-28-2004	Canceled
American States Insurance Company	CAS/Active	05-19-2006		
	PROP/Active	05-19-2006		
American Zurich Insurance Company	AH/Active	01-18-1990		
	CAS/Active	01-18-1990		
	PROP/Active	01-18-1990		
Arrowood Indemnity Company	AH/Inactive	07-06-2001	09-07-2007	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-06-2001	09-26-2005	Inadequate Production
	PROP/Inactive	07-06-2001	09-26-2005	Inadequate Production
Artisan and Truckers Casualty Company	CAS/Active	01-15-2008		
	PROP/Active	01-15-2008		
Associated Indemnity Corporation	AH/Active	06-14-1984		
	CAS/Active	06-14-1984		
	PROP/Active	06-14-1984		
Assurance Company of America	CAS/Inactive	09-11-2002	04-26-2013	Canceled
	PROP/Inactive	09-11-2002	04-26-2013	Canceled
Auto-Owners Insurance Company	CAS/Active	10-31-2000		
	PROP/Active	10-31-2000		
Auto-Owners Life Insurance Company	AH/Inactive	10-31-2000	05-29-2002	Vol. Surrender per Agent Rqst
	LI/Inactive	10-31-2000	05-29-2002	Vol. Surrender per Agent Rqst
Automobile	AH/Active	07-20-1993		

Insurance Company of Hartford, Connecticut, The	CAS/Active	07-20-1993		
	PROP/Active	07-20-1993		
AXIS Insurance Company	AH/Inactive	06-14-1984	01-06-2005	Inadequate Production
	CAS/Inactive	06-14-1984	01-01-2005	Inadequate Production
	PROP/Inactive	06-14-1984	01-01-2005	Inadequate Production
Berkley Insurance Company	CAS/Active	03-27-2014		
Berkley Regional Insurance Company	CAS/Inactive	03-16-2005	07-21-2009	Canceled
	PROP/Inactive	03-16-2005	07-21-2009	Canceled
Capitol Indemnity Corporation	AH/Inactive	08-05-2002	12-21-2010	Inadequate Production
	CAS/Inactive	08-05-2002	12-21-2010	Inadequate Production
	PROP/Inactive	08-05-2002	12-21-2010	Inadequate Production
Charter Oak Fire Insurance Company, The	AH/Active	02-22-1988		
	CAS/Active	02-22-1988		
	PROP/Active	02-22-1988		
Chubb Indemnity Insurance Company	CAS/Active	08-01-1995		
	PROP/Active	08-01-1995		
Chubb National Insurance Company	AH/Inactive	06-25-2001	06-26-2013	Canceled
	CAS/Active	06-25-2001		
	PROP/Active	06-25-2001		
Cincinnati Casualty Company, The	CAS/Active	11-17-2004		
	PROP/Active	11-17-2004		
Cincinnati Indemnity Company, The	CAS/Active	11-17-2004		
	PROP/Active	11-17-2004		
Cincinnati Insurance Company, The	CAS/Active	11-17-2004		
	PROP/Active	11-17-2004		
Cincinnati Life Insurance Company, The	AH/Inactive	11-29-2004	10-03-2007	Canceled
	LI/Inactive	11-29-2004	10-03-2007	Canceled
Citizens Insurance Company of America	CAS/Active	03-14-2008		
	PROP/Active	03-14-2008		
Consolidated Insurance Company	CAS/Active	10-23-2002		
	PROP/Active	10-23-2002		
Continental Casualty Company	AH/Inactive	03-11-1988	10-28-2008	Canceled
	CAS/Active	03-11-1988		
	PROP/Active	03-11-1988		
Continental Insurance Company,	AH/Inactive	02-19-1988	08-14-2002	Inadequate Production
	CAS/Active	02-24-2006		

The	CAS/Inactive	02-19-1988	08-02-2002	Inadequate Production
	PROP/Active	02-24-2006		
	PROP/Inactive	02-19-1988	08-02-2002	Inadequate Production
Continental Western Insurance Company	CAS/Active	09-18-2007		
	PROP/Active	09-18-2007		
Depositors Insurance Company	CAS/Active	02-28-2012		
	PROP/Active	02-28-2012		
Developers Surety and Indemnity Company	CAS/Active	11-05-2010		
	PROP/Active	11-05-2010		
Economy Fire & Casualty Company	AH/Inactive	12-23-1992	08-19-2005	Inadequate Production
	CAS/Inactive	12-23-1992	11-03-2003	Inadequate Production
	PROP/Inactive	12-23-1992	11-03-2003	Inadequate Production
Economy Preferred Insurance Company	CAS/Inactive	12-23-1992	11-03-2003	Inadequate Production
	PROP/Inactive	12-23-1992	11-03-2003	Inadequate Production
Emcasco Insurance Company	CAS/Inactive	09-22-2005	06-19-2008	Inadequate Production
	PROP/Inactive	09-22-2005	06-19-2008	Inadequate Production
Employers Assurance Company	CAS/Active	08-28-2002		
Employers Insurance Company of Wausau	AH/Inactive	07-30-1999	08-12-2003	Inadequate Production
	CAS/Inactive	07-30-1999	10-25-2007	Canceled
	PROP/Inactive	07-30-1999	10-25-2007	Canceled
Employers Mutual Casualty Company	AH/Inactive	03-01-1988	06-19-2008	Inadequate Production
	CAS/Inactive	03-01-1988	11-20-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-01-1988	11-20-2009	Vol. Surrender per Agent Rqst
Employers Preferred Insurance Company	CAS/Active	11-08-2007		
Executive Risk Indemnity Inc.	CAS/Active	11-07-2001		
	PROP/Active	11-07-2001		
Farmington Casualty Company	AH/Inactive	07-20-1993	11-20-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-20-1993	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-20-1993	11-20-2000	Vol. Surrender per Agent Rqst
Federal Insurance Company	AH/Active	05-13-1992		
	CAS/Active	05-13-1992		
	PROP/Active	05-13-1992		

Fidelity and Casualty Company of New York, The	AH/Inactive	07-31-1995	01-21-1999	Inadequate Production
	CAS/Inactive	07-31-1995	01-21-1999	Inadequate Production
	PROP/Inactive	07-31-1995	01-21-1999	Inadequate Production
Fidelity and Guaranty Insurance Company	CAS/Inactive	01-13-1992	12-05-2009	Canceled
	PROP/Inactive	01-13-1992	12-05-2009	Canceled
Fidelity and Guaranty Insurance Underwriters, Inc.	AH/Inactive	01-13-1992	07-08-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-13-1992	12-05-2009	Canceled
	PROP/Inactive	01-13-1992	12-05-2009	Canceled
Fire and Casualty Insurance Company of Connecticut, The	AH/Inactive	06-06-1988	02-10-2005	Canceled
	CAS/Inactive	06-06-1988	02-10-2005	Canceled
	PROP/Inactive	06-06-1988	02-10-2005	Canceled
Fireman's Fund Insurance Company	AH/Active	06-14-1984		
	CAS/Active	06-14-1984		
	PROP/Active	06-14-1984		
Firemen's Insurance Company of Newark, New Jersey	AH/Inactive	07-31-1995	01-22-1999	Inadequate Production
	CAS/Inactive	07-31-1995	01-22-1999	Inadequate Production
	PROP/Inactive	07-31-1995	01-22-1999	Inadequate Production
Firemen's Insurance Company of Washington, D.C.	CAS/Inactive	09-28-2010	12-08-2010	Canceled
	PROP/Inactive	09-28-2010	12-08-2010	Canceled
First National Insurance Company of America	CAS/Active	05-19-2006		
	PROP/Active	05-19-2006		
First Sealord Surety, Inc.	CAS/Inactive	03-16-2006	02-08-2012	Canceled
Foremost Insurance Company Grand Rapids, Michigan	CAS/Active	11-21-2012		
	PROP/Active	11-21-2012		
Foremost Property and Casualty Insurance Company	CAS/Active	11-21-2012		
	PROP/Active	11-21-2012		
Foremost Signature Insurance Company	CAS/Active	11-21-2012		
	PROP/Active	11-21-2012		
General Casualty Company of Wisconsin	AH/Inactive	06-12-1984	12-03-2008	Canceled
	CAS/Active	06-12-1984		
	PROP/Active	06-12-1984		
General Insurance Company of America	CAS/Active	05-19-2006		
	PROP/Active	05-19-2006		
Glens Falls Insurance	AH/Inactive	02-26-2001	08-14-2002	Inadequate Production

Company, The	AH/Inactive	07-31-1995	01-27-1999	Inadequate Production
	CAS/Inactive	02-26-2001	08-02-2002	Inadequate Production
	CAS/Inactive	07-31-1995	01-27-1999	Inadequate Production
	PROP/Inactive	02-26-2001	08-02-2002	Inadequate Production
	PROP/Inactive	07-31-1995	01-27-1999	Inadequate Production
Globe Indemnity Company	CAS/Inactive	11-27-2001	02-07-2005	Canceled
	PROP/Inactive	11-27-2001	02-07-2005	Canceled
Great Northern Insurance Company	AH/Inactive	05-13-1992	06-26-2013	Canceled
	CAS/Active	05-13-1992		
	PROP/Active	05-13-1992		
Hamilton Insurance Company	CAS/Inactive	09-11-2002	12-05-2007	Canceled
	PROP/Inactive	09-11-2002	12-05-2007	Canceled
Hanover Insurance Company, The	CAS/Active	03-14-2008		
	PROP/Active	03-14-2008		
Harleysville Insurance Company	CAS/Inactive	07-22-2008	05-20-2014	Canceled
	PROP/Inactive	07-22-2008	05-20-2014	Canceled
Harleysville Lake States Insurance Company	CAS/Inactive	07-22-2008	05-20-2014	Canceled
	PROP/Inactive	07-22-2008	05-20-2014	Canceled
Harleysville Mutual Insurance Company	CAS/Inactive	07-22-2008	06-13-2012	Canceled
	PROP/Inactive	07-22-2008	06-13-2012	Canceled
Harleysville Preferred Insurance Company	CAS/Inactive	07-22-2008	05-20-2014	Canceled
	PROP/Inactive	07-22-2008	05-20-2014	Canceled
Harleysville Worcester Insurance Company	CAS/Inactive	07-22-2008	05-20-2014	Canceled
	PROP/Inactive	07-22-2008	05-20-2014	Canceled
Hartford Accident and Indemnity Company	AH/Inactive	12-10-1984	12-10-1984	Entered in Error
	CAS/Inactive	12-10-1984	10-21-2003	Canceled
	PROP/Inactive	12-10-1984	10-21-2003	Canceled
Hawkeye-Security Insurance Company	AH/Inactive	05-09-1988	05-06-1997	Vol. Surrender per Agent Rqst
	CAS/Active	10-23-2002		
	CAS/Inactive	05-09-1988	05-06-1997	Vol. Surrender per Agent Rqst
	PROP/Active	10-23-2002		
Home Indemnity Company, The	PROP/Inactive	05-09-1988	05-06-1997	Vol. Surrender per Agent Rqst
	AH/Inactive	05-31-1984	02-14-1996	Company Defunct or Liquidation
	CAS/Inactive	05-31-1984	02-14-1996	Company Defunct or Liquidation

	PROP/Inactive	05-31-1984	02-14-1996	Company Defunct or Liquidation
Home Insurance Company	AH/Inactive	05-31-1984	02-14-1996	Company Defunct or Liquidation
	CAS/Inactive	05-31-1984	02-14-1996	Company Defunct or Liquidation
	PROP/Inactive	05-31-1984	02-14-1996	Company Defunct or Liquidation
Indiana Insurance Company	CAS/Active	10-23-2002		
	PROP/Active	10-23-2002		
International Fidelity Insurance Company	CAS/Inactive	08-26-2004	09-05-2006	Inadequate Production
Kansas City Fire and Marine Insurance Company	AH/Inactive	07-31-1995	01-27-1999	Inadequate Production
	CAS/Inactive	01-29-2002	11-22-2004	Vol. Surrender per Agent Rqst
	CAS/Inactive	07-31-1995	01-27-1999	Inadequate Production
	PROP/Inactive	01-29-2002	11-22-2004	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-31-1995	01-27-1999	Inadequate Production
Liberty Mutual Fire Insurance Company	CAS/Active	02-28-2002		
	PROP/Active	02-28-2002		
Liberty Mutual Insurance Company	CAS/Active	02-28-2002		
	PROP/Active	02-28-2002		
LM Insurance Corporation	CAS/Active	02-28-2002		
	PROP/Active	02-28-2002		
Lumbermens Mutual Casualty Company	CAS/Inactive	08-23-2002	02-17-2005	Canceled
	PROP/Inactive	08-23-2002	02-17-2005	Canceled
Maryland Casualty Company	CAS/Inactive	09-11-2002	04-26-2013	Canceled
	PROP/Inactive	09-11-2002	04-26-2013	Canceled
Massachusetts Bay Insurance Company	CAS/Active	03-14-2008		
	PROP/Active	03-14-2008		
Merchants Bonding Company (Mutual)	CAS/Active	07-17-2002		
Merchants National Bonding, Inc.	CAS/Active	02-06-2013		
MetLife Insurance Company of Connecticut	CAS/Inactive	10-20-2000	04-21-2003	Inadequate Production
MetLife Insurance Company USA	AH/Inactive	02-22-1988	10-20-2000	Vol. Surrender per Agent Rqst
	LI/Inactive	02-22-1988	10-20-2000	Vol. Surrender per

				Agent Rqst
National Fire Insurance Company of Hartford	AH/Inactive	03-11-1988	10-28-2008	Canceled
	CAS/Active	03-11-1988		
	PROP/Active	03-11-1988		
National Surety Corporation	AH/Active	02-19-1988		
	CAS/Active	02-19-1988		
	PROP/Active	02-19-1988		
Nationwide Affinity Insurance Company of America	CAS/Active	02-28-2012		
	PROP/Active	02-28-2012		
Nationwide Insurance Company of America	CAS/Active	09-11-2015		
	PROP/Active	09-11-2015		
Nationwide Mutual Insurance Company	CAS/Active	02-28-2012		
	PROP/Active	02-28-2012		
Netherlands Insurance Company, The	CAS/Active	10-23-2002		
	PROP/Active	10-23-2002		
North River Insurance Company, The	AH/Inactive	01-31-1984	12-17-2009	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-31-1984	12-17-2009	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-31-1984	12-17-2009	Vol. Surrender per Agent Rqst
Northern Insurance Company of New York	CAS/Inactive	09-11-2002	04-26-2013	Canceled
	PROP/Inactive	09-11-2002	04-26-2013	Canceled
Ohio Casualty Insurance Company, The	AH/Inactive	03-04-1985	09-04-2003	Canceled
	CAS/Active	03-04-1985		
	PROP/Active	03-04-1985		
Ohio Farmers Insurance Company	AH/Inactive	05-03-1995	12-28-2004	Canceled
	CAS/Inactive	05-03-1995	12-28-2004	Canceled
	PROP/Inactive	05-03-1995	12-28-2004	Canceled
Ohio Security Insurance Company	CAS/Active	08-24-2006		
	PROP/Active	08-24-2006		
Old Republic Insurance Company	AH/Inactive	05-06-1993	01-29-2004	Inadequate Production
	CAS/Active	05-06-1993		
	PROP/Active	05-06-1993		
Old Republic Surety Company	CAS/Active	05-06-1993		
	PROP/Active	05-06-1993		

Owners Insurance Company	CAS/Active	10-31-2000		
	PROP/Active	10-31-2000		
Pacific Indemnity Company	AH/Inactive	05-13-1992	06-26-2013	Canceled
	CAS/Active	05-13-1992		
	PROP/Active	05-13-1992		
Pacific Star Insurance Company	AH/Inactive	01-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-19-1988	01-26-2001	Vol. Surrender per Agent Rqst
Peerless Indemnity Insurance Company	CAS/Active	06-21-2004		
	PROP/Active	06-21-2004		
Peerless Insurance Company	CAS/Active	10-23-2002		
	PROP/Active	10-23-2002		
Phoenix Insurance Company, The	AH/Active	02-22-1988		
	CAS/Active	02-22-1988		
	PROP/Active	02-22-1988		
Pioneer Specialty Insurance Company	CAS/Active	11-01-2008		
	PROP/Active	11-01-2008		
Progressive Casualty Insurance Company	CAS/Inactive	11-30-2007	12-16-2013	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-30-2007	12-16-2013	Vol. Surrender per Agent Rqst
Progressive Classic Insurance Company	CAS/Active	09-07-2004		
	PROP/Active	09-07-2004		
Progressive Northern Insurance Company	CAS/Active	09-07-2004		
	PROP/Active	09-07-2004		
Regent Insurance Company	AH/Inactive	06-12-1984	12-03-2008	Canceled
	CAS/Active	06-12-1984		
	PROP/Active	06-12-1984		
Royal Insurance Company of America	AH/Inactive	07-06-2001	02-07-2005	Canceled
	CAS/Inactive	07-06-2001	02-08-2005	Canceled
	PROP/Inactive	07-06-2001	02-07-2005	Canceled
SAFECO Insurance Company of America	CAS/Active	05-19-2006		
	PROP/Active	05-19-2006		
SAFECO Insurance Company of Illinois	CAS/Active	09-27-2008		
	PROP/Active	09-27-2008		
Safeguard Insurance	AH/Inactive	07-06-2001	02-10-2005	Canceled

Company	CAS/Inactive	07-06-2001	02-10-2005	Canceled
	PROP/Inactive	07-06-2001	02-10-2005	Canceled
Security Insurance Company of Hartford	CAS/Inactive	03-11-2005	09-26-2005	Inadequate Production
	PROP/Inactive	03-11-2005	09-26-2005	Inadequate Production
Selective Insurance Company of America	CAS/Active	10-30-1997		
	PROP/Active	10-30-1997		
Selective Insurance Company of South Carolina	CAS/Active	06-11-1997		
	PROP/Active	06-11-1997		
Selective Insurance Company of the Southeast	CAS/Active	06-11-1997		
	PROP/Active	06-11-1997		
SOCIETY INSURANCE, a mutual company	CAS/Inactive	07-14-2010	05-11-2015	Canceled
	PROP/Inactive	07-14-2010	05-11-2015	Canceled
St. Paul Fire and Casualty Insurance Company	AH/Inactive	09-10-1991	06-17-2008	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-10-1991	12-05-2009	Canceled
	PROP/Inactive	09-10-1991	12-05-2009	Canceled
St. Paul Fire and Marine Insurance Company	AH/Active	09-10-1991		
	CAS/Active	09-10-1991		
	PROP/Active	09-10-1991		
St. Paul Guardian Insurance Company	AH/Inactive	09-10-1991	07-08-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-10-1991	12-05-2009	Canceled
	PROP/Inactive	09-10-1991	12-05-2009	Canceled
St. Paul Mercury Insurance Company	AH/Inactive	09-10-1991	07-08-2013	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-10-1991	12-05-2009	Canceled
	PROP/Inactive	09-10-1991	12-05-2009	Canceled
St. Paul Protective Insurance Company	AH/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
Standard Fire Insurance Company, The	AH/Active	07-20-1993		
	CAS/Active	07-20-1993		
	PROP/Active	07-20-1993		
TIG Insurance Company	AH/Inactive	09-22-1989	06-08-1999	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-22-1989	06-08-1999	Vol. Surrender per

				Agent Rqst
	PROP/Inactive	09-22-1989	06-08-1999	Vol. Surrender per Agent Rqst
Transcontinental Insurance Company	AH/Inactive	03-11-1988	01-14-2008	Canceled
	CAS/Inactive	03-11-1988	01-14-2008	Canceled
	PROP/Inactive	03-11-1988	01-14-2008	Canceled
Transportation Insurance Company	AH/Inactive	03-11-1988	10-28-2008	Canceled
	CAS/Active	03-11-1988		
	PROP/Active	03-11-1988		
Travco Insurance Company	AH/Inactive	05-06-1997	07-29-2014	Vol. Surrender per Agent Rqst
	CAS/Inactive	05-06-1997	11-25-2013	Canceled
	PROP/Inactive	05-06-1997	11-25-2013	Canceled
Travelers Casualty and Surety Company	AH/Active	07-20-1993		
	CAS/Active	07-20-1993		
	PROP/Active	07-20-1993		
Travelers Casualty and Surety Company of America	AH/Active	07-20-1993		
	CAS/Active	07-20-1993		
	PROP/Active	07-20-1993		
Travelers Casualty Company of Connecticut	CAS/Inactive	12-19-1990	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-19-1990	11-20-2000	Vol. Surrender per Agent Rqst
Travelers Casualty Insurance Company of America	AH/Inactive	07-20-1993	11-22-2000	Vol. Surrender per Agent Rqst
	CAS/Active	12-11-2007		
	CAS/Inactive	07-20-1993	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Active	12-11-2007		
Travelers Commercial Insurance Company	PROP/Inactive	07-20-1993	11-22-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	12-21-2009	11-25-2013	Canceled
	CAS/Inactive	06-14-2001	12-05-2009	Canceled
	CAS/Inactive	12-19-1990	11-22-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	12-21-2009	11-25-2013	Canceled
	PROP/Inactive	06-14-2001	12-05-2009	Canceled
Travelers Constitution State Insurance Company	PROP/Inactive	12-19-1990	11-22-2000	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per

				Agent Rqst
Travelers Home and Marine Insurance Company, The	CAS/Active	11-29-2005		
	PROP/Active	11-29-2005		
Travelers Indemnity Company of America, The	CAS/Active	02-22-1988		
	PROP/Active	02-22-1988		
Travelers Indemnity Company of Connecticut, The	AH/Inactive	02-22-1988	01-14-2009	Canceled
	CAS/Active	02-22-1988		
	PROP/Active	02-22-1988		
Travelers Indemnity Company, The	AH/Inactive	02-22-1988	01-14-2009	Canceled
	CAS/Active	02-22-1988		
	PROP/Active	02-22-1988		
Travelers Property Casualty Insurance Company	CAS/Inactive	07-22-2005	12-05-2009	Canceled
	PROP/Inactive	07-22-2005	12-05-2009	Canceled
United States Fidelity and Guaranty Company	AH/Inactive	01-13-1992	01-14-2009	Canceled
	CAS/Active	01-13-1992		
	PROP/Active	01-13-1992		
United States Fire Insurance Company	AH/Inactive	01-31-1984	03-08-2004	Canceled
	CAS/Inactive	01-31-1984	03-08-2004	Canceled
	PROP/Inactive	01-31-1984	03-08-2004	Canceled
United Wisconsin Insurance Company	CAS/Inactive	10-07-2002	08-20-2010	Canceled
USF&G Insurance Company of Wisconsin	AH/Inactive	05-26-1995	01-01-2001	Company Merger
	CAS/Inactive	05-26-1995	01-01-2001	Company Merger
	PROP/Inactive	05-26-1995	01-01-2001	Company Merger
Valley Forge Insurance Company	AH/Inactive	06-08-1993	10-28-2008	Canceled
	CAS/Active	06-08-1993		
	PROP/Active	06-08-1993		
Victoria Automobile Insurance Company	CAS/Inactive	04-05-1999	03-02-2005	Canceled
	PROP/Inactive	04-05-1999	03-02-2005	Canceled
Victoria Fire & Casualty Company	CAS/Inactive	05-27-1999	03-02-2005	Canceled
	PROP/Inactive	05-27-1999	03-02-2005	Canceled
Vigilant Insurance Company	AH/Inactive	05-13-1992	06-26-2013	Canceled
	CAS/Active	05-13-1992		
	PROP/Active	05-13-1992		
Virginia Surety Company, Inc.	CAS/Inactive	03-14-2003	11-25-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	03-14-2003	11-25-2003	Vol. Surrender per

				Agent Rqst
Wausau Business Insurance Company	CAS/Inactive	09-03-1999	10-25-2007	Canceled
	PROP/Inactive	09-03-1999	10-25-2007	Canceled
Wausau General Insurance Company	AH/Inactive	09-03-1999	08-12-2003	Inadequate Production
	CAS/Inactive	09-03-1999	10-25-2007	Canceled
	PROP/Inactive	09-03-1999	10-25-2007	Canceled
Wausau Underwriters Insurance Company	AH/Inactive	09-03-1999	08-12-2003	Inadequate Production
	CAS/Inactive	09-03-1999	10-25-2007	Canceled
	PROP/Inactive	09-03-1999	10-25-2007	Canceled
West American Insurance Company	CAS/Active	03-04-1985		
	PROP/Active	03-04-1985		
West Bend Mutual Insurance Company	AH/Inactive	10-19-1987	12-21-2010	Canceled
	CAS/Active	10-19-1987		
	PROP/Active	10-19-1987		
Westchester Fire Insurance Company	AH/Inactive	01-31-1984	03-25-1996	Vol. Surrender per Agent Rqst
	CAS/Inactive	01-31-1984	03-25-1996	Vol. Surrender per Agent Rqst
	PROP/Inactive	01-31-1984	03-25-1996	Vol. Surrender per Agent Rqst
Western National Mutual Insurance Company	CAS/Active	08-26-2008		
	PROP/Active	08-26-2008		
Western Surety Company	CAS/Active	01-16-1996		
Westfield Insurance Company	AH/Inactive	05-03-1995	12-28-2004	Canceled
	CAS/Inactive	05-03-1995	12-28-2004	Canceled
	PROP/Inactive	05-03-1995	12-28-2004	Canceled
Westfield National Insurance Company	AH/Inactive	05-03-1995	12-28-2004	Canceled
	CAS/Inactive	05-03-1995	12-28-2004	Canceled
	PROP/Inactive	05-03-1995	12-28-2004	Canceled
Wilson Mutual Insurance Company	CAS/Inactive	05-25-2006	10-30-2014	Vol. Surrender per Agent Rqst
	PROP/Inactive	05-25-2006	10-30-2014	Vol. Surrender per Agent Rqst
Zurich American Insurance Company	AH/Active	01-18-1990		
	CAS/Active	01-18-1990		
	PROP/Active	01-18-1990		
Zurich American Insurance Company of Illinois	AH/Active	01-18-1990		
	CAS/Active	01-18-1990		

PROP/Active 01-18-1990

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

**ARBORETUM SCREEN STRUCTURE REPAIR
CONTRACT NO. 7563**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: ls

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:	ARBORETUM SCREEN STRUCTURE REPAIR
CONTRACT NO.:	7563
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	AUGUST 14, 2015
BID SUBMISSION (1:00 P.M.)	AUGUST 21, 2015
BID OPEN (1:30 P.M.)	AUGUST 21, 2015
PUBLISHED IN WSJ	AUGUST 7 & 14, 2015

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2015 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

The Bidder shall execute the Disclosure of Ownership form. REFER TO SECTION F.

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

PREVAILING WAGE RATES

Prevailing Wage Rates may be required and are attached in Section J of the contract. See Special Provisions to determine applicability.

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
- 250 Landscaping, Site and Street
- 251 Parking Ramp Maintenance
- 252 Pavement Marking
- 255 Pavement Sealcoating and Crack Sealing
- 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
- 262 Playground Installer
- 265 Retaining Walls, Precast Modular Units

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SEE ADD ENDUM 2

SECTION B: PROPOSAL

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

You can access all City of Madison bid solicitations for FREE at www.bidexpress.com

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

ARBORETUM SCREEN STRUCTURE REPAIR CONTRACT NO. 7563

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 102.10: PREVAILING WAGE

For this project, payment of prevailing wages (white sheet) shall be required unless the box indicating prevailing wages are not required is checked below.

Prevailing wages shall not be required when this box is checked.

If prevailing wages (white sheets) are required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

- Building or Heavy Construction
- Sewer, Water, or Tunnel Construction
- Local Street or Miscellaneous Paving Construction
- Residential or Agricultural Construction

When multiple boxes are checked, worker's wages may vary according to the type and area of work performed. It is the responsibility of the Contractor to determine and apply the appropriate wage rate for the specific work assigned.

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$55,500 for a single trade contract; or equal to or greater than \$271,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104: SCOPE OF WORK

The work herein is to repair an existing stormwater treatment device. The work shall consist of installing structural steel framing and fiber reinforced polymer wrap and injecting epoxy into existing cracks to structurally stabilize a large screen treatment device owned by the City of Madison, located on the West Beltline Highway frontage road near 2118 W Beltline Highway in Madison.

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

SECTION 105.12: COOPERATION BY THE CONTRACTOR

The Contractor shall use care around existing trees, plantings, fences, walls, steps and driveways that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

Contractor shall access and take deliveries on the site only from W. Badger Rd. along designated access road. All curb and gutter shall be protected on W. Badger Rd. Damaged curb and gutter shall be replaced by Contractor incidental to contract. Any damage caused to City or private property by the storage of materials or equipment will be repaired by the Contractor incidental to the contract.

All cold weather protection needed to complete the work according to the schedule laid out in this contract shall be included in the corresponding bid items.

SECTION 109.2: PROSECUTION OF THE WORK

The Contractor shall begin work on or after **OCTOBER 5, 2015**, but no later than **OCTOBER 12, 2015**. The total time of completion shall be **thirty (30) calendar days**.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer (contact the Construction Engineer at 266-4094).

BID ITEM 10911 - MOBILIZATION

Mobilization shall be per Section 109.14 of the current City of Madison Standard Specifications for Public Works Construction. This item shall include any traffic control needed for the project.

BID ITEM 90030 – STRUCTURAL STEEL FRAMING

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to construct the structural steel framing for the screen structure as shown in Sheets S-1.0, S-2.0, and S-2.1. All work, materials and incidentals included in this item must comply with the attached Specification, "05 12 00 – Structural Steel Framing."

Prior to construction, the Contractor shall submit (as outlined in "05 12 00 – Structural Steel Framing," Section 1.6) shop drawings for the framing to the Engineer for approval.

The Engineer for this project is Lauren Striegl at 608-266-4094 or Lstrieigl@cityofmadison.com.

METHOD OF MEASUREMENT

Structural Steel Framing shall be measured as a completed lump sum upon complete fabrication and installation of the framing in the field.

BASIS OF PAYMENT

Structural Steel Framing shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90031 – FIBER REINFORCED POLYMER

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to install the fiber reinforced polymer reinforcement for strengthening of the screen structure's concrete walls, as shown in Sheets S-1.0 and S-2.1. All work, materials and incidentals included in this item must comply with the attached Specification, "03 01 30.72 – Strengthening of Concrete with FRP (Fiber Reinforced Polymer) Reinforcement."

Prior to construction, the Contractor shall submit all submittals outlined in "03 01 30.72 – Strengthening of Concrete with FRP (Fiber Reinforced Polymer) Reinforcement," Section 1.6 to the Engineer for approval.

The Engineer for this project is Lauren Striegl at 608-266-4094 or Lstriegl@cityofmadison.com.

METHOD OF MEASUREMENT

Fiber Reinforced Polymer shall be measured by square foot acceptably installed.

BASIS OF PAYMENT

Fiber Reinforced Polymer shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.

BID ITEM 90032 – EPOXY INJECTION

DESCRIPTION

Work under this item shall include all necessary work, materials, and incidentals necessary to inject existing cracks in the screen structure walls with epoxy. Cracks will be filled as directed by the Engineer. Prior to construction, the Design Engineer and the Contractor will meet at the site to identify, mark and document all cracks to be filled. All work, materials and incidentals included in this item must comply with the attached Specification, "03 64 23 – Epoxy Injection."

Prior to construction, the Contractor shall submit all submittals outlined in "03 64 23 – Epoxy Injection," Section 1.6 to the Engineer for approval.

The Engineer for this project is Lauren Striegl at 608-266-4094 or Lstriegl@cityofmadison.com.

METHOD OF MEASUREMENT

Epoxy Injection shall be measured by the lineal foot acceptably installed.

BASIS OF PAYMENT

Epoxy Injection shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as explained in the description above.



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

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

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.
Christopher J. Petykowski, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

August 13, 2015

**NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 7563**

ARBORETUM SCREEN STRUCTURE REPAIR

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

SPECIAL PROVISIONS:

INSERT

SECTION 05 12 00 – STRUCTURAL STEEL FRAMING

SECTION 03 01 30.72 – STRENGTHENING OF CONCRETE WITH FRP (FIBER REINFORCED POLYMER) REINFORCEMENT

SECTION 03 64 23 – EPOXY INJECTION

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

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

<http://www.bidexpress.com>

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

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

SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Comply with Wisconsin Commercial Building Codes/International Building Code (IBC).

1.2 SUMMARY

- A. This Section specifies structural steel and related materials including but not limited to steel beams, steel plates, bolts, connectors, anchors, and grout.
- B. Shop painting and primer.

1.3 RELATED SECTIONS

- A. Division 01 Section "Construction Waste Management and Disposal".
- B. Division 03 Section "Strengthening of Concrete with FRP (Fiber Reinforced Polymer) Reinforcement".

1.4 REFERENCE CODES AND STANDARDS

- A. Comply with recommended practices and procedures of the following standards and with modifications as specified herein:
 - 1. AISC – American Institute of Steel Construction, Inc.
 - a. AISC – Specification for Structural Steel Buildings, Allowable Stress Design.
 - b. AISC – Load and Resistance Factor Design Specification for Structural Steel Buildings.
 - c. AISC – Code of Standard Practice for Steel Buildings and Bridges.
 - d. AISC – Specification for Architectural Exposed Structural Steel.
 - 2. ASTM International – American Society for Testing and Materials:
 - a. ASTM A36 – Structural Steel.
 - b. ASTM A108 – Steel Bars, Carbon, Cold-Finished, Standard Quality.
 - c. ASTM A325 – Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
 - d. ASTM A563 – Carbon and Alloy Steel Nuts (Heavy Hex).
 - e. ASTM A992 – Steel for Structural Shapes for use in Building Framing.
 - f. ASTM F436 – Hardened Steel Washers.

3. AWS – American Welding Society:
 - a. AWS A2.0 – Standard Welding Symbols.
 - b. AWS D1.1 – Structural Welding Code.
4. RCSC – Research Council on Structural Connections:
 - a. RCSC – Specification for structural joints using ASTM A325 or A490 bolts.

1.5 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.6 SUBMITTALS

- A. Submit in accordance with submittal procedures:
 1. Shop Drawings: Show complete plans, details and schedules (if required) for fabrication, assembly, and erection. Furnish anchor bolts required for installation in other work; furnish templates for bolt installation. Include the building code edition used and all design loads as prescribed in the Construction Documents.

1.7 QUALITY ASSURANCE

- A. Contractor will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports. Comply with testing and inspection requirements of this section specified for Field Quality Control.
- B. Correct deficiencies in work that test reports and inspections indicate do not comply with the Contract Documents.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using blocking, pallets, dunnage, or other supports and spacers to prevent bending, buckling, or twisting. Prevent water collection on steel. Protect steel members and packaged materials from corrosion and deterioration.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 1. Clean and re-lubricate bolts and nuts that become dry or rusty before use.
 2. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.9 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.

- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL MATERIALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than 25 percent.
 - 1. Steel Plates, Angles, Channels and Bars: ASTM A36, Fy=36 ksi.
 - 2. Rolled Wide Flange (W) shapes: ASTM A992, Fy=50 ksi.

2.2 BOLTS, CONNECTORS AND ANCHORS

- A. High Strength Bolts: ASTM A325, plain finish.
- B. Heavy Hex Nuts: ASTM A563, plain finish.
- C. Washers: ASTM F436, plain finish.
- D. Welding Electrodes: AWS - E70XX Electrodes.

2.3 SHOP PAINTING AND PRIMER

- A. Shop Painting: Steel Structures Painting Council Specifications, SSPC-Paint 25 Type II, iron oxide, zinc oxide, raw linseed oil and alkyd. Apply prime paint to provide a minimum dry film thickness of 2.0 mils. Apply prime paint to all structural steel except steel to receive fire proof paint or spray on fire proofing or zinc coating.

2.4 GROUT

- A. Non-Shrink Grout: ASTM C 1107, Pre-mixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents, capable of minimum compressive strength of 7,000 PSI.

2.5 FABRICATION

- A. Fabrication: Comply with AISC "Specifications" and final shop drawings. Mark and match-mark units for field assembly.
 - 1. Connections: As shown on final shop drawings. Use high-strength bolts for field connections, except as otherwise indicated.
 - 2. Comply with AWS Code for procedures, appearance, and quality of welds.

2.6 SOURCE QUALITY CONTROL

- A. Quality Control:
 - 1. Contractor will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports. Comply with testing and inspection requirements of this section specified for Field Quality Control.

2. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the areas and conditions under which structural steel is to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Provide for erection loads, wind, and dead loads, and provide sufficient temporary bracing to maintain structure in safe, plumb, and true alignment until completion of erection and installation of permanent bracing.
- C. Do not field cut or alter structural members without prior approval of Structural Engineer of Record.
- D. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- E. Level and plumb individual members of structure.
- F. Splice members only where indicated.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. High Strength Bolts: Shop install high strength bolts according to RCSC's "Specification for Structural Joints using ASTM A325 and ASTM A490 Bolts" for type of bolts and type of joint specified.
- B. Joint Type: Snug tightened unless noted otherwise.
- C. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance and quality of welds.

3.5 REPAIRS AND PROTECTION / TOUCHUP PAINTING

- A. Immediately after installation, promptly clean exposed areas where primer is damaged or missing and prepare and prime paint or re-prime field connections, rust spots and abraded surfaces.
- B. Clean and prime welds, bolt heads, abrasions of prime coat, and surfaces not previously shop primed, except surfaces to be in contact with concrete after erection.
- C. Clean all surfaces of dirt, mud, oil, or grease that would impair bonding of fireproofing, concrete, or paint.
- D. Galvanizing Repair Paint: Type II (organic) zinc coating, ASTM D520, Level III, SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight, Level I. Color to match hot dipped galvanizing.

3.6 FIELD QUALITY CONTROL GENERAL

- A. Contractor will engage a qualified independent testing and inspecting agency to perform field quality control tests and inspections.
- B. Structural Testing and Special Inspection Services herein include items required by the IBC 2009 and other items which in the professional judgment of the Structural Engineer of Record, are critical to the integrity of the building structure.
- C. If special inspection of fabricators work is required, testing agent may test and inspect structural steel at plant before shipment. Owner and structural engineer of record reserves the right to reject material not complying with Contract Documents at any time before final acceptance.
 - 1. Post Installed Concrete Mechanical Fasteners:
 - a. On a continuous basis, visually inspect specified size, spacing, hole preparation, embedment, and location.
 - 2. Structural Configuration:
 - a. Submittals: On a periodic basis, verify mill test reports and other submitted documentation, for compliance with Contract Documents.
 - b. Materials: On a periodic basis, verify materials delivered to site, comply with Contract Documents and approved shop drawings. Materials include structural steel, bolts, electrodes, steel deck gage.
 - c. Detail Compatibility: On a periodic basis:
 - 1) Review Project documents affecting integrity of the structure, including Contract Documents, shop drawings and pertinent submittals.
 - 2) Visit Site at intervals appropriate to the stage of construction, to perform review of the structure and visually confirm general compliance with the Project documents.
 - 3) Inspect the following to verify member orientation, configuration, type, and size comply with details indicated on the Contract Documents and approved shop drawings.
- E. Corrections to Work: Correct deficiencies in work that test reports and inspections indicate does not comply with the Contract Documents.

SECTION 03 01 30.72

STRENGTHENING OF CONCRETE WITH FRP (FIBER REINFORCED POLYMER) REINFORCEMENT

PART 1 - GENERAL

1.1 Related Documents

- A. The Conditions of the Contract for Construction and the General Requirements of Division 1 of these Specifications apply to the Work in this Section.

1.2 Work Included

- A. The Work of this Section shall include furnishing all labor, materials, equipment, and supervision to prepare the surface of the structural concrete members and to install the FRP Reinforcement as indicated on the Drawings.

1.3 Related Work

- A. The following work is related to this Section:
 - 1. Section 03 64 23 - Epoxy Injection

1.4 Reference Standards

- A. Comply with the following reference standard, except where more stringent requirements are indicated on the Drawings or specified herein:
 - 1. American Concrete Institute (ACI):
 - a. ACI 440.2R-08, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures
 - b. ACI 440R-07, Report on Fiber-Reinforced Polymer (FRP) Reinforcement for Concrete Structures
 - c. ACI 440 R-96, State-of-the-Art Report on Fiber Reinforced Plastic (FRP) Reinforcement for Concrete Structures.
 - d. ACI 503 R, Pull-off test to determine FRP adhesion to concrete substrate.
 - 2. International Concrete Repair Institute (ICRI):
 - a. ICRI Guideline No. 03742, Guide for the Selection of Strengthening Systems for Concrete Structures
 - b. ICRI Guideline No. 03739, Guide to Using In-Situ Tensile Pull-Off Tests to Evaluate Bond of Concrete Surface Materials
 - 3. Sika CarboDur Composite Strengthening Systems – Engineering Guidelines for Design and Application, or equal.
 - 4. American Society of Testing and Materials (ASTM) as cited herein.

1.5 Quality Control

- A. Quality Control procedures performed by the Manufacturer shall include, but not be limited to the following:
1. Manufacturer shall have a nationally recognized program of contractor training, certification and technical support.
 2. The Manufacturer shall have minimum ten (10) years of experience in FRP Reinforcement confirmed by actual field tests of minimum 100 successful installations.
 3. The Manufacturer shall be able to supply testing data to demonstrate system properties and durability of the actual FRP Reinforcement to be used.
- B. Quality Control procedures performed by the Contractor shall include, but not be limited to, the following:
1. The Contractor shall be trained by the Manufacturer and shall have completed a program of instruction in the use of FRP Reinforcement.
 2. The Contractor shall have a minimum of two (2) years of experience in FRP Reinforcement confirmed by actual field tests of at least five (5) successful installations.
 3. The Contractor shall inspect all materials prior to application to assure that they meet specifications and have arrived to the job-site undamaged.
 4. The FRP Reinforcement shall be completely inspected by the contractor during and immediately following application of the composite materials. Conformance with the design drawings, proper alignment of fibers and quality workmanship shall be assured. Entrapped air shall be released or rolled out before the epoxy sets. Defects shall be noted in the Daily Construction Log.
 5. After FRP Reinforcement has cured, the contractor shall inspect the all work to check for voids and or debonding. Repairs shall be made as per Par. 3.7 Repair of Defects, and noted in the Daily Construction Log.

1.6 Submittals

- A. Submit for record Material Safety Data Sheets (MSDS) of each product, used on site.
- B. Submit product data indicating product standards, physical and chemical characteristics, environmental durability, technical specifications, limitations, installation instructions, and general recommendations regarding each material.
- C. Submit for record, a qualification statement by the Contractor listing their completed FRP Reinforcement projects, including size, location, owner, engineer/architect, and contact numbers.
- D. Submit for record a complete description of the FRP Reinforcing system materials, surface preparation, application procedures, application rates, and cure times.
- E. Submit for record copies of purchase order and packaging slips showing quantities and dates of primer and resin purchased.
- F. Submit for review and approval shop drawings including, the following:
1. Limits of FRP Reinforcing.
 2. Details of epoxy injection crack repair and epoxy resin patching.
 3. Complete system details including, but not limited to, FRP Reinforcement, primer, resin, and protective coating.

- G. Submit for record test results of the pull-off test to determine FRP adhesion to concrete substrate.
- H. Submit for record Daily Construction Logs kept by the Contractor. These logs shall include the following information: weather and temperature at application times; amount of product used and square footage/linear footage of substrate covered; batch numbers of all products used; and any bond-strength tests, noting location, quantity and who performed these tests.
- I. Submit an approved ICC Evaluation Report in the name of the proposed FRP system to be used on this project.
- J. Submit independent test report verifying the environmental durability of the proposed system to be used on this project. Such reports shall include as a minimum:
 - 1. 10,000 hours resistance to salt water
 - 2. 10,000 hours resistance to high temperature (38°C) and high humidity (100%)
 - 3. 10,000 hours resistance to alkali solution (pH 9.5)
 - 4. 3,000 hours resistance to dry heat (60°C)
 - 5. Resistance to 20 freeze/thaw cycles
 - 6. Resistance to UV/condensation at 100 cycles
 - 7. Resistance to diesel fuel (4 hours exposure)

1.7 Job-Site Conditions

- A. Do not apply FRP Reinforcement materials if raining, snowing, or dew condensation is expected or existing concrete surface is wet or if the ambient or surface temperature are below 40°F (4°C).
- B. The ambient temperature and temperature of the epoxy components shall be between 50°F (10°C) and 80°F (27°C) at the time of mixing. See appropriate technical data sheets for more specific instructions.
- C. Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.
- D. The Contractor is solely responsible for fume control and shall take necessary precautions against injury to Installer personnel or adjacent building occupants during application of primer and resin, etc. Contractor personnel shall use protective equipment. As a minimum, Installer must take the following precautions:
 - 1. Contractor to follow all state, federal, and local safety regulations.
 - 2. Contractor to follow all Manufacturers' safety requirements as indicated on appropriate MSDS sheets.

1.8 Delivery, Storage, and Handling

- A. Deliver primer, saturant, and protective coating in original, unopened containers with the Manufacturer's name, labels, product identification, and batch numbers.
- B. FRP Reinforcement shall be stored in a cool dry area away from direct sunlight, flame, moisture, or other hazards.
- C. Store primer, saturant and protective coating under conditions as recommended by the Manufacturer in a cool dry place out of direct sunlight. Products that have exceeded their shelf life shall not be used.

- D. Contractor is required to confirm that all materials used in accordance with this Section conform to local, state, and federal environmental and worker's safety laws and regulations.
- E. The Contractor shall properly dispose of empty containers in accordance with local regulations.

PART 2 - PRODUCTS

2.1 FRP Reinforcement Fabric and/or Laminate

- A. FRP Reinforcement fabric shall be high strength, high modulus, fiber fabric that may be unidirectional or woven (in various fiber architectures) to suit specific repair needs.
 - 1. FRP Reinforcement fabric shall be of the type, size, layer, and location as indicated on the Drawings.
 - 2. FRP Reinforcement fabric shall meet the following minimum requirements:

	SikaWrap Hex 100G	
Property* Prior to testing, laminate samples shall be cured at least 7 days at 70°F then post-cured at 140°F for 48 hours	Requirement	ASTM Test Method
Laminate Tensile Strength: In primary fiber direction – 1 layer, per inch width	3,000 lbs./layer (13.3 kN/layer)	D3039
Laminate Tensile Modulus: In primary fiber direction	3.4×10^6 psi (23,400 MPa)	D3039
Laminate Elongation at break	2.00%	D3039
Dry Fabric Weight: Minimum, per square yard	27 oz./yd ² (913 g/m ²)	
Percent Laminate Tensile Strength Retained after:		
7 days, 100% humidity, 100°F (38°C)	90%	
3,000 hrs. exposure to alkali	90%	
3,000 hrs. exposure to salt water	90%	
3,000 hrs. exposure at 140°F (60°C)	90%	
Visual Defects	✓	D2563

- 3. Approved products are:
 - a. SikaWrap Hex Fabrics (100G), Sika Corp, Lyndhurst, NJ.
 - b. Alternate products must be submitted and approved by the Engineer a minimum of two weeks prior to the bid date.

2.2 Concrete Surface Primer

- A. Surface Primer shall be a two component, 100% solids, moisture/tolerant, high modulus, high strength epoxy.

- B. Surface Primer shall meet the following minimum requirements:

	Sikadur 300	
Property	Requirement	ASTM Test Method
Tensile Strength	8,000 psi	D638
Tensile Modulus	250,000 psi	D638
Elongation at Break	3.0%	D638
Flexural Strength	11,500 psi	D790
Flexural Modulus	500,000 psi	D790
Heat Deflection Temp. (HDT)	117°F (47°C)	D648

- C. Approved products are:

1. Sikadur 300, Sika Corp., Lyndhurst, NJ.
2. Sikadur 330, Sika Corp., Lyndhurst, NJ.
3. Alternate products must be submitted and approved by the Engineer a minimum of two weeks prior to the bid date.

2.3 Fabric Saturant

- A. Saturant resin shall be two components, 100% solids, moisture tolerant, high strength, and high modulus epoxy.
- B. Saturants shall meet the following minimum requirements:

	Sikadur 300	
Property	Requirement	ASTM Test Method
Tensile Strength	8,000 psi	D638
Tensile Modulus	250,000 psi	D638
Elongation at Break	3.0%	D638
Flexural Strength	11,500 psi	D790
Flexural Modulus	500,000 psi	D790
Heat Deflection Temp. (HDT)	120°F	D648

- C. Approved products are:

1. Sikadur 300, Sika Corp., Lyndhurst, NJ.
2. Alternate products must be submitted and approved by the Engineer a minimum of two weeks prior to the bid date.

2.4 Epoxy Repair Mortar

- A. Repair mortar shall be 100% solids, non-sag paste epoxy.
- B. Approved products are:
1. Sikadur 30, Sika Corp., Lyndhurst, NJ.
 2. Sikadur 31, Sika Corp., Lyndhurst, NJ.
 3. Alternate products must be submitted and approved by the Engineer a minimum of two weeks prior to the bid date.

2.5 Protective Coating

- A. Protective coating shall be polymer or acrylic based and shall be UV resistant.
- B. Approved products are:
 - 1. Sikagard 550W, Sika Corp., Lyndhurst, NJ.
 - 2. Sikagard 670W, Sika Corp., Lyndhurst, NJ.
 - 3. Alternate products must be submitted and approved by the Engineer a minimum of two weeks prior to the bid date.

PART 3 - EXECUTION

3.1 General

- A. Inspect surfaces to receive the work and report immediately in writing to the Engineer as required in the General Conditions and deficiencies in the surface that render it unsuitable for proper execution of this work.
- B. Protect vehicles, concrete, and other items surrounding work area from dust or damage due to Work of this Section.

3.2 Surface Preparation

- A. All concrete surfaces shall be dry and free of surface moisture and frost, and tested by the Contractor to evaluate moisture transmission in accordance with ASTM D4263 "Indicating Moisture in Concrete by the Plastic Sheet Method."
- B. All concrete surfaces shall be sound. Remove deteriorated concrete, dust, laitance, grease, paint, curing compounds, waxes, impregnations, foreign particles, and other bond inhibiting materials from the surface by blast cleaning or equivalent mechanical means.
- C. All concrete surfaces shall be air blasted and vacuumed clean to a dust free condition.
- D. Concrete surface irregularities less than 1 inch shall be ground and smoothed and/or filled with an approved repair mortar (e.g., Sikadur 30) with the addition of 1 part oven dried sand to make an epoxy mortar. Surface irregularities shall be limited to less than 0.04 inches (1 mm). Surface irregularities greater than one inch shall be repaired using an approved cementitious repair mortar (e.g., SikaTop 123).
- E. External concrete corners shall be rounded to at least a 1/2-inch radius when perpendicular to fiber orientation and internal corners shall be smoothed by trowelling epoxy mortar into the corners.
- F. The adhesive strength of the concrete shall be verified after preparation by random pull-off testing (ACI 503R) at the direction of the Engineer. Minimum tensile strength is 200 psi with concrete substrate failure, or as approved by the Engineer.

3.3 Mixing Primer and Saturant

- A. Mix components in accordance with Manufacturer's recommendations.
- B. Diluting is not permitted. Pre-condition materials as indicated on technical data sheet.
- C. Mix only that quantity which can be used within its pot life.

- D. Do not batch delivered units into smaller quantities. Mix only full units.

3.4 Primer Application

- A. Apply primer in accordance with Manufacturer's recommendations.
- B. Primer may be applied with a brush or roller. Apply second coat as necessary after first coat has penetrated into concrete.
- C. Surface depressions shall be filled with epoxy filler per manufacturers' instructions.
- D. Primer must be covered with fiber within 24 hours of application, depending on temperature conditions. If 24-hour window is exceeded, the primed surfaces must be solvent wiped with a fast flashing solvent (e.g., MEK) or roughened with sandpaper to break the amine blush.

3.5 FRP Reinforcement Application - Method 1: Wet Lay-Up

- A. Apply FRP Reinforcement in accordance with Manufacturer's recommendations.
- B. When using saturator equipment, follow Manufacturer's procedures for proper machine set-up and calibration. Rollers shall be calibrated to saturate the fabric with the proper resin-to-fabric ratio. The roller gap shall be checked daily by a qualified technician for accuracy. The resin-to-fabric ratio shall also be verified by resin usage and documented on the daily project logs.
- C. Once the fabric is saturated, it may then either be spooled for easy handling, or cut to specified lengths and booked for handling. Care must be taken not to damage the fibers.
- D. The fabric may then be applied to the surface with no delay. Work from one end to the other, taking care to orient the fibers as specified. Remove any air entrapped in the fabric with a ribbed roller or squeegee.
- E. Sheets shall be lapped in the longitudinal direction 6 inches minimum or as indicated on the Drawings. Note: no lapping is required of the sheets parallel to the direction of fiber orientation.

3.6 Curing

- A. Protect finished installation of FRP Reinforcement from rain, sand, dust, etc., using protective sheeting or other barriers. Do not allow protective sheeting to come in contact with finished application.
- B. Curing of finished application shall be a minimum of 24 hours and in order to achieve full strength curing shall be extended for a period of two weeks at an average ambient temperature of 68°F.

3.7 Repair of Defects

- A. Upon completion of the curing process, the installed system shall be checked for areas where saturant has not penetrated or where saturant has not completely cured. Such areas shall be epoxy injected to re-establish bond subject to the approval of the Project Engineer.
- B. Repair procedures shall be performed in accordance with guidelines established by ACI 440.2R-08 (paragraph 7.2.3) and approved by the Project Engineer. All repairs shall be subject to the same application, curing and quality control specifications as the original work.

1. Small delaminations and voids less than 2 inches² each are permissible as long as the delaminated area is less than 5% of the total laminate area and there are no more than 10 such delaminations per 10 feet².
2. Medium sized delaminations and voids greater than 2 inches² but less than 25 inches² may be repaired by epoxy resin injection or ply replacement, depending on the size and number of delaminations and their location. The repair procedure should be determined by the Project Engineer.
3. Larger size delaminations and voids greater than 25 inches² should be repaired by selectively cutting away the affected sheet and applying an overlapping sheet patch of equivalent plies. The overlap should extend a minimum of 6 inches in all directions.

3.8 Protective Coating

- A. Apply protective coating in accordance with Manufacturer's recommendations.

3.9 Cleaning

- A. Uncured saturants may be cleaned from tools with an approved solvent and properly disposed.
- B. Cured saturants shall be removed by mechanical means and properly disposed.

END OF SECTION 03 01 30.72

SECTION 03 64 23

EPOXY INJECTION

PART 1 - GENERAL

1.1 Related Documents

- A. Conditions of the Contract for Construction and the General Requirements of Division 1 of these Specifications apply to the Work in this Section

1.2 Work Includes

- A. Epoxy injection of cracks.

1.3 Related Work

- A. Section 03 01 30.72 – Strengthening of Concrete with FRP (Fiber Reinforced Polymer) Reinforcement

1.4 Reference Standards

- A. ASTM C 413 – Standard Test Method for Absorption of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- B. ASTM C 531 – Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- C. ASTM C 579 – Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- D. ASTM C 881 / C 881M – Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
- E. ASTM C 905 – Standard Test Methods for Apparent Density of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- F. ASTM D 790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- G. ISO 9001:2008 – Quality Management Systems – Requirements

1.5 Pre-application Meetings

- A. Convene pre-application meeting two (2) weeks before start of application of epoxy injection.
- B. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, applicator, and manufacturer's representative.
- C. Review materials, preapplication testing, surface preparation, mixing, application, curing, protection, and coordination with other work.

1.6 Submittals

- A. Product Data: Submit manufacturer's product data, including surface preparation, mixing, application, and curing instructions.
- B. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- C. Applicator's Project References: Submit applicator's list of successfully completed epoxy injection projects, including project name and location, name of architect or engineer, and type and quantity of repair grout applied.

1.7 Quality Assurance

- A. Manufacturer's Qualifications:
 - 1. Manufacturer regularly engaged, for past 15 years, in manufacture of epoxy injection of similar type to that specified.
 - 2. ISO 9001:2008 certified.
- B. Applicator's Qualifications:
 - 1. Applicator regularly engaged, for past 5 years, in application of repair material of similar type to that specified.
 - 2. Employ persons trained for application of epoxy injection material.

1.8 Delivery, Storage, and Handling

- A. Delivery Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
 - 3. Store materials in clean, dry area indoors at or below 80 degrees F (27 degrees C).
 - 4. Minimum Storage Temperature of Resin Component: 20 degrees F (minus 6 degrees C).
 - 5. Do not store materials directly on floor.
 - 6. Protect materials during storage, handling, and application to prevent contamination or damage.

PART 2 - PRODUCTS

2.1 Manufacturer

- A. Subject to compliance with requirements, provide products from the following manufacturer:

BASF Corporation
889 Valley Park Drive
Shakopee, MN 55379

Euclid Chemical
19218 Redwood Road
Cleveland, OH 44110

- B. Or approved equal.

2.2 Epoxy Injection

- A. Crack Surface Sealer:
 - 1. Sikadur 31 or 33 by BASF
 - 2. EUCO #452 Gel by Euclid Chemical
 - 3. Approved equal

- B. Epoxy Injection Resin:
 - 1. Sikadur 35, Hi-Mod LV by BASF
 - 2. Sikadur 35, Hi-Mod LV LPL by BASF
 - 3. Eucopoly Injection Resin by Euclid Chemical
 - 4. Approved equal.

PART 3- EXECUTION

3.1 Examination

- A. Examine surfaces to receive epoxy injection.
- B. Notify Engineer of conditions that would adversely affect surface preparation or application.
- C. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 Pre-application Testing

- A. Perform field tests to determine surface preparation and application procedures.

3.3 Surface Preparation

- A. Prepare surfaces in accordance with manufacturer's instructions.
- B. Ensure concrete surfaces are clean and as oil-free and water-free as possible.
- C. Ensure concrete surfaces are sound.
- D. Remove excessively damaged concrete.

3.4 Mixing

- A. Mix repair grout components in accordance with manufacturer's instructions.
- B. Precondition components to 70 to 80 degrees F (21 to 27 degrees C) for minimum of 24 hours before using.
- C. Do not add thinners, solvents, or water to components.
- D. Mix components to avoid pulling excess air into mixture.

3.5 Application

- A. Apply repair in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Apply repair by pressure-injection to obtain maximum bond strength of epoxy to surfaces.
- C. Application Thickness:
 - 1. Do not apply repair grout greater than 1/4 inch (6 mm) in thickness.
 - 2. Consult manufacturer if greater thickness is required.
- D. Application Temperature: 50 to 105 degrees F (10 to 41 degrees C).
- E. Ensure epoxy fills entire space being injected.
- F. Discard product that becomes unworkable.

3.6 Curing

- A. Cure epoxy injection in accordance with manufacturer's instructions.

3.7 Protection

- A. Protect applied epoxy injection from damage during construction.

END OF SECTION



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

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

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.
Christopher J. Petykowski, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

August 18, 2015

NOTICE OF ADDENDUM

ADDENDUM 2
ARBORETUM SCREEN STRUCTURE REPAIR
CONTRACT NO. 7563

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

Please remove the old page A-3 and replace with the revised page A-3. The page has been revised to expand pre-qualification options to include Section 403 – Concrete (under Building Construction).

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

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

<http://www.bidexpress.com>

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

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

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
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 252 Pavement Marking
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
 262 Playground Installer
 265 Retaining Walls, Precast Modular Units

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION E: BIDDERS ACKNOWLEDGEMENT

CONTRACT TITLE ABORETUM SCREEN STRUCTURE REPAIR

CONTRACT NO. 7563

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.

- 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 - 2015 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 to the Contract Nos. 1 through 2 issued thereto, 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)
- 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.
- 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.
- 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).
- I hereby certify that all statements herein are made on behalf of Nusen Johnson, LLC (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI 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.

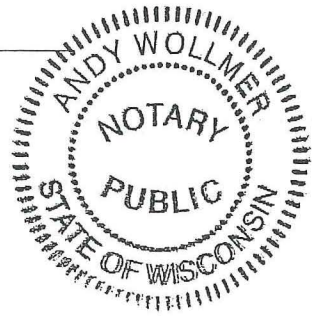
[Signature]
SIGNATURE

Co-owner
TITLE, IF ANY

Sworn and subscribed to before me this 20th day of August, 20 15.

[Signature]
(Notary Public or other officer authorized to administer oaths)
My Commission Expires 07/29/2017

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



Contract 7563 – NuGen-Johnson, LLC

Section F: Disclosure of Ownership and BVC

This section is a required document for the bid to be considered complete. There are two methods for completing the Disclosure of Ownership and 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 Disclosure of Ownership and BVC (click in box below to choose) *

I will submit Bid Express fillable online form (Disclosure of Ownership and BVC).

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12). Personal information you provide may be used for secondary purposes.

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if both (A) and (B) are met.

(A) The contractor, or a shareholder, officer or partner of the contractor:

1. Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

2. Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Not Applicable

Name of Business

Street Address or PO Box

City

State and Zip Code

Best Value Contracting

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

Laborer

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.

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

ARBORETUM SCREEN STRUCTURE REPAIR

CONTRACT NO. 7563

DATE: 8/21/15

NuGen Johnson, LLC

Item	Quantity	Price	Extension
Section B: Proposal Page			
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$18,015.00	\$18,015.00
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$500.00	\$500.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - LF	150.00	\$6.00	\$900.00
21055.0 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EACH	3.00	\$125.00	\$375.00
90030.0 - STRUCTURAL STEEL FRAMING - LUMP SUM	1.00	\$15,800.00	\$15,800.00
90031.0 - FIBER REINFORCED POLYMER - SF	480.00	\$42.00	\$20,160.00
90032.0 - EPOXY INJECTION - LF	150.00	\$28.00	\$4,200.00
7 Items	Totals		\$59,950.00

SECTION G: BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT NuGen Johnson LLC _____ (a corporation of the State of Wisconsin) (individual), (partnership), hereinafter referred to as the "Principal") and ^{West Bend Mutual Insurance Company} _____ a corporation of the State of Wisconsin (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, (hereinafter referred to as the "Obligee"), in the sum of five per cent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

ARBORETUM SCREEN STRUCTURE REPAIR CONTRACT NO. 7563

1. If said bid is rejected by the Obligee, then this obligation shall be void.
2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

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

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.

Seal NuGen Johnson LLC 08/21/2015
Principal _____ Date _____

By: *[Signature]* _____



West Bend Mutual Insurance Company
Name of Surety _____

Debbra A. Hinkes _____

08/21/2015
Date _____

Debbra A. Hinkes, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 704031 for the year 2015, and appointed as attorney in fact with authority to execute this bid bond and the payment and performance bond referred to above, which power of attorney has not been revoked.

08/21/2015
Date _____

Debbra A. Hinkes
Agent _____

PO Box 510925
Address _____

New Berlin WI 53151
City, State and Zip Code _____

262-796-8826
Telephone Number _____

NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees shall be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.



2304200

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Debbra A Hinkes

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

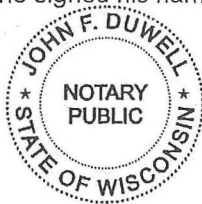
Attest James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 21 day of August, 2015



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

SECTION H: AGREEMENT

THIS AGREEMENT made this 16 day of September in the year Two Thousand and Fifteen between NUGEN-JOHNSON, LLC 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 SEPTEMBER 15, 2015, 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:

ARBORETUM SCREEN STRUCTURE REPAIR CONTRACT NO. 7563

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 FIFTY-NINE THOUSAND NINE HUNDRED FIFTY (\$59,950.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Wage Rates for Employees of Public Works Contractors**

General and Authorization. The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided unless otherwise noted in Section D: Special Provisions, Subsection 102.10 – Minimum Rate of Wage Scale.

“Public Works” shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.

“Building or work” includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from transporting vehicle.

“Erection, construction, remodeling, repairing” means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of

materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include pre-apprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the

contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

Apprentices and Subjourney persons. Apprentices and sub journeypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

Straight Time Wages. The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

Overtime Wages. The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

Evidence of Compliance by Contractor. Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the

names and addresses of all of the subcontractors and agents who worked on the contract.

- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefore; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract. In addition, if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate and DWD prevailing wage requirements are attached hereto as Sec. I of the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.
2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

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

Article VIII

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

Article IX

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

6. 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.

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we NUGEN-JOHNSON, LLC as principal, and West Bend Mutual Insurance Company Company of Middleton, WI as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of FIFTY-NINE THOUSAND NINE HUNDRED FIFTY (\$59,950.00) 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:

**ARBORETUM SCREEN STRUCTURE REPAIR
CONTRACT NO. 7563**

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 16th day of September, 2015

Countersigned:

[Signature]
Witness

NUGEN-JOHNSON, LLC
Company Name (Principal)
[Signature]
President MEMBER Seal

No Seal

Secretary

Approved as to form:

[Signature]
City Attorney

West Bend Mutual Insurance Company
Surety

Salary Employee Commissioned

By Debbra A. Hinkes
Attorney-in-Fact
Debbra A. Hinkes, Attorney-in-Fact



This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 704031 for the year 2015, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

09/16/15
Date

Debbra A. Hinkes
Agent Signature

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Debbra A Hinkes

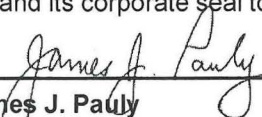
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

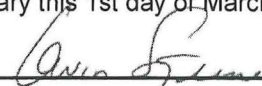
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

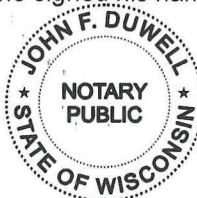

James J. Pauly
Secretary

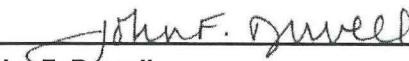



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16 day of September, 2015




Dale J. Kent
Executive Vice President -
Chief Financial Officer