

RUSH

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ROUTING: Routine

Contract Routing Form

printed on: 09/13/2016

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

Project: Williamson Street Bridge Repairs

Contract No.: 7780
Enactment No.: RES-16-00634
Dollar Amount: 60,180.00

File No.: 43991
Enactment Date: 09/09/2016

Approved & posted in Munis KUS ✓

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9.13.16	9.13.16
Director of Civil Rights	9-15-16	9/20/16 MJD
Risk Manager	9-20-16	9/20/16 KAR
Finance Director	9.21.16 KUS ✓	09-21-2016
City Attorney	#1134 9-21-2016	9-21-16
Mayor	09.21.16	09.21.16

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

Original + 2 Copies

09/13/2016 13:28:52 enknb - Steve Sonntag Phone: 608-267-1997

RUSH

RUSH

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

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File #: 43991 **Version:** 1 **Name:** Awarding Public Works Contract No. 7780, Williamson Street Bridge Repairs - 2016.
Type: Resolution **Status:** Passed
File created: 8/5/2016 **In control:** BOARD OF PUBLIC WORKS
On agenda: 9/6/2016 **Final action:** 9/6/2016
Enactment date: 9/9/2016 **Enactment #:** RES-16-00634
Title: Awarding Public Works Contract No. 7780, Williamson Street Bridge Repairs - 2016.
Sponsors: BOARD OF PUBLIC WORKS
Attachments: 1. Contract 7780.pdf

[History \(3\)](#)
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[3 records](#)
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Date	Ver.	Action By	Action	Result	Action Details	Watch
9/6/2016	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass	Action details	Not available
8/17/2016	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		Action details	Not available
8/5/2016	1	Engineering Division	Refer		Action details	Not available

KLS
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PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 7780
WILLIAMSON SREET BRIDGE REPAIRS - 2016

R.G. HUSTON CO., INC.

\$60,180.00

Acct. No. 11400-402-200: 54420 (91366)
Contingency 8%±

\$60,180.00
4,810.00

GRAND TOTAL

\$64,990.00



Wisconsin Office of the Commissioner of Insurance Active Company Appointment List for Licensee

Agent Information

Licensee Name: DENNIS M BARTON
License Number: 0000283633
NPN: 283633
Report Date: 09/01/2016

Active Appointments

Company Name	Company Number	NAIC Number	License type	LOA	Appointment Date
American Insurance Company, The	110897	21857	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/08/1987
American Insurance Company, The	110897	21857	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/08/1987
Berkley Insurance Company	111809	32603	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	07/19/2013
Berkley Regional Insurance Company	110272	29580	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	03/05/2008
Berkley Regional Insurance Company	110272	29580	INTERMEDIARY (AGENT) INDIVIDUAL	Property	03/05/2008
Capitol Indemnity Corporation	112048	10472	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/29/1994
Capitol Indemnity Corporation	112048	10472	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/29/1994
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Charter Oak Fire Insurance Company, The	111007	25615	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	08/27/1993
Continental Casualty Company	110434	20443	INTERMEDIARY (AGENT) INDIVIDUAL	Property	08/27/1993
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Property	09/01/2004
Fidelity and Deposit Company of Maryland	111700	39306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/01/2004
Guarantee Company of North America USA, The	110939	36650	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	09/09/2010
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Property	10/12/2004
Hanover Insurance Company, The	110965	22292	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/12/2004
LM Insurance Corporation	110356	33600	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Liberty Mutual Fire Insurance Company	111439	23035	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Liberty Mutual Insurance Company	111480	23043	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	05/20/2009
Massachusetts Bay Insurance Company	111649	22306		Property	10/12/2004

			INTERMEDIARY (AGENT) INDIVIDUAL		
Massachusetts Bay Insurance Company	111649	22306	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/12/2004
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/18/1990
Old Republic Insurance Company	111620	24147	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/18/1990
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/18/1990
Old Republic Surety Company	112142	40444	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/18/1990
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Phoenix Insurance Company, The	111008	25623	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
St. Paul Fire and Marine Insurance Company	111945	24767	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/09/1998
St. Paul Fire and Marine Insurance Company	111945	24767	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/09/1998
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/15/1993
Travelers Casualty and Surety Company	111794	19038	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/15/1993
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Property	06/15/1993
Travelers Casualty and Surety Company of America	110846	31194	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	06/15/1993
Travelers Home and Marine Insurance Company, The	111583	27998	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	12/11/2007
Travelers Home and Marine Insurance Company, The	111583	27998	INTERMEDIARY (AGENT) INDIVIDUAL	Property	12/11/2007
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Indemnity Company of America, The	110975	25666	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Indemnity Company of Connecticut, The	111010	25682	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Indemnity Company, The	110911	25658	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Property	01/13/2006
Travelers Property Casualty Company of America	111459	25674	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	01/13/2006
Western Surety Company	111843	13188	INTERMEDIARY (AGENT) INDIVIDUAL	Casualty	10/28/2010

Close

\$60,180.00
FILE

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

2016

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WILLIAMSON STREET BRIDGE REPAIRS - 2016

CONTRACT NO. 7780

MUNIS NO. 11400

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON SEPTEMBER 6, 2016

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**WILLIAMSON STREET BRIDGE REPAIRS - 2016
CONTRACT NO. 7780**

INDEX

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERSA-1
SECTION B: PROPOSAL SECTIONB-1
SECTION C: SMALL BUSINESS ENTERPRISE (NOT APPLICABLE)C-1
SECTION D: SPECIAL PROVISIONSD-1
SECTION E: BIDDER'S ACKNOWLEDGEMENTE-1
SECTION F: DISCLOSURE OF OWNERSHIP & BEST VALUE CONTRACTINGF-1
SECTION G: BID BONDG-1
SECTION H: AGREEMENTH-1
SECTION I: PAYMENT AND PERFORMANCE BONDI-1
SECTION J: PREVAILING WAGE RATESJ-1

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: ss

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:	WILLIAMSON STREET BRIDGE REPAIRS - 2016
CONTRACT NO.:	7780
BID BOND	5%
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JULY 15, 2016
BID SUBMISSION (1:00 P.M.)	JULY 22, 2016
BID OPEN (1:30 P.M.)	JULY 22, 2016
PUBLISHED IN WSJ	JULY 8 & 15, 2016

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 - 2016 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 Craie Operator
461 Solar Photovoltaic/Hot Water Systems
465 Soil/Groundwater Remediation
466 Warning Sirens
470 Water Supply Elevated Tanks
475 Water Supply Wells
480 Wood, Plastics & Composites - Structural & Architectural
499 Other _____

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

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

SBE NOT APPLICABLE

SECTION D: SPECIAL PROVISIONS

WILLIAMSON STREET BRIDGE REPAIRS - 2016 CONTRACT NO. 7780

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 102.9 BIDDER'S UNDERSTANDING

Tax Exempt Status: Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

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 \$56,500 for a single trade contract; or equal to or greater than \$277,000 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.14 BAN THE BOX – ARREST AND CRIMINAL BACKGROUND CHECKS (SEC. 39.08, MGO)

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

as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

A. Definitions. For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. Requirements. For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

C. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

SECTION 103.3 EXECUTION OF CONTRACT AND BID BOND

The Contractor shall execute signing of this contract completely prior to **September 7, 2016**. No exceptions or extension to this date will be permitted.

ARTICLE 104 SCOPE OF WORK

This contract shall consist of repairing the concrete joints, saw cutting, removing and replacing curb and gutter and patching of the Williamson Street Bridge over the Yahara River in accordance with these specifications.

The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

ARTICLE 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The Contractor shall maintain access for property owners, mail delivery and garbage/recycling pickup for all properties in the project area.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

The Contractor shall properly barricade and light all work areas.

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

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

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

Maintain local and emergency vehicle access at all times.

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

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

The Contractor may remove parking within the project limits. The Contractor shall be responsible for posting and maintaining NO PARKING signs in accordance with City of Madison Police Department's "Guidelines for Temporary No Parking Restrictions for Construction or Special Events".

A traffic control plan for this project is provided. If the plan contains any contradictions to the MUTCD, the MUTCD will take precedence over the plan. Any changes to the traffic control plan must be approved by the City Traffic Engineer.

All informational message board signs shall be installed one week ahead of lane closure. The location and the message on the electronic message boards may be changed during the project. The contractor shall consider these changes incidental to providing the message boards. See traffic control plan for details.

The project shall take sixteen(16) days to complete and shall be done in two(2) phases. Each phase shall be eight(8) days.

Phase 1 work involves closing 2 lanes of traffic and shall be done while maintaining at one lane of traffic in each direction at all times. Phase 1 of the project is divided into Phase 1a which shall take four(4) days & Phase 1b which shall take four(4) days.

Phase 2 work involves closing 2 lanes of traffic during non-pm peak hours(7am-4pm) and closing only 1 lane during peak pm hours(4pm-6pm). Phase 2 is divided into Phase 2a, non-pm peak hour traffic control & Phase 2b, pm peak hour traffic control.

During Phase 2 the contractor shall maintain 2 eastbound lanes during the pm peak hours from 4-6pm times and one westbound lane at all times.

Contact Mark Winter, Traffic Engineering Division, mwinter@cityofmadison.com, 266-6543, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

All Contractors shall give the Traffic Engineer (266-4761) notice of their intent to begin work on any street at least seventy-two (72) hours in advance. The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day in advance of when any existing signs need to be removed. This service is provided free of charge. If the Contractor removes the signs, the Contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The Contractor shall notify the Traffic Engineering Field Operations Facility in writing so that the Traffic Engineering Division can install traffic control signs and barricades prior to the opening of the street. Traffic Engineering shall have five (5) working days once the project site is restored with topsoil, seed and mulch to install signs and pavement marking. The Contractor shall maintain his/her traffic control and barricades until the Traffic Engineering Division has completed their work.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall **NOT** begin work on or before **September 19th, 2016** and work shall be complete by **OCTOBER 14TH, 2016**. The time of completion shall be **SIXTEEN (16) CALENDAR DAYS**. The Contractor shall be required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

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

SECTION 109.9 LIQUIDATED DAMAGES

The fixed daily liquidated damages shall be in accordance to the section 109.9 of the Standard Specifications for failure to complete work within the allotted timeframe.

BID ITEM 20207 SELECT FILL SAND

The concrete pavement, sidewalk and curb are all placed on sand fill over the arch bridge as shown in the provided plans. Some of the sand fill may have washed out due to the water infiltration through the damaged curb and pavement. Select fill sand will be used as needed in areas of concrete repairs.

BID ITEM 20301 SAWCUT CONCRETE FULL DEPTH

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. The damaged monolithic curb and sidewalk on the west side of the bridge will require saw cutting to remove the damaged curb and gutter. A saw cut shall be placed 6" back from the existing face of curb on the sidewalk and 6" from the existing edge of gutter on the existing pavement. This will allow for the installation of the modified type a curb and gutter as shown in the provided detail.

ARTICLE 301 CONCRETE AND CONCRETE MATERIALS

HIGH EARLY STRENGTH CONCRETE

This special provision describes high early strength concrete in accordance with the requirements of the standard specifications and as hereinafter provided.

High early strength concrete on pavement and curb must be used in order to meet established schedule.

All concrete used on City of Madison Public Works projects shall comply with the following subsections of Article 501, "Concrete" of the latest edition of the Standard Specifications for Highway and Structure Construction of the State of Wisconsin, Department of Transportation, Division of Highways:

- 501.2 Materials
- 501.3 Construction

BID ITEM 30201 MODIFIED TYPE "A" CONCRETE CURB & GUTTER

Modified Type A Concrete Curb and Gutter shall be installed in accordance with Article 302 – Concrete Curb and Gutter of the standard specifications and as hereinafter provided. The Flag shall be eighteen (18) inches as shown in the detail drawing. Tie to adjacent concrete pavement in accordance with Standard Detail Drawing 3.10 and 3.11. 72 Hour mix high early strength concrete shall be used for all Modified Type A Concrete Curb & Gutter. High early strength concrete and furnishing and installing all tie bars shall be included with this bid item.

MEASUREMENT

Modified Type A Concrete Curb and Gutter will be measured as linear feet.

PAYMENT

Modified Type A Concrete Curb & Gutter as provided above will be paid for at the contract unit price bid per linear feet, which price shall be payment in full for the installation; for furnishing, placing, finishing and curing the concrete; for furnishing and installing the tie bars; for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 50797 EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

External Sewer Access Structure Joint Seal shall be installed in accordance with the standard specification and as hereinafter provided. The existing arch bridge structure was expanded in 1930 by adding 8-foot wide arch sections on each side of the bridge. The addition of these arch sections established a cold joint between the original arch structure and the newer sections of the arch. The cold joint between the sections of the arch is directly below the exiting curb and gutter on the surface of the bridge. At the top of the arch the contractor shall patch the cold joint between the arch sections located under the existing curb line. The patching of this cold joint is described and paid for under BID ITEM 90003 - CONCRETE SURFACE REPAIR. EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL shall be installed over the patched area described above to help seal the cold joint between sections of the arch below. The total length of the joint seal to be installed shall extend 2 feet beyond the patched area.

BID ITEM 90001 CONCRETE PAVEMENT JOINT REPAIR TYPE I

CONCRETE PAVEMENT REMOVAL

The size of the areas to be removed is all TYPE I (5'x11') as shown on plan. All pavement replacement shall be verified by the Engineer in the field, prior to removal. Full depth sawcuts shall be made with a diamond blade. The longitudinal sides of the patch shall also be sawed. The sludge from sawing shall be removed from the pavement upon completion of each sawcut by flushing with water.

A lifting device shall accomplish removal of the concrete pavement sections. The use of said device is intended to preclude any disturbance of the underlying base course and reduce spalling of the edges of the concrete pavement remaining in place. Other methods of removing the pavement, which will not disturb the base course or adjacent edges, may be used only if approved by the Engineer.

Concrete pavement that is damaged during the course of removal, hole drilling or replacement, shall be repaired by removing the damaged area prior to pouring. A full depth sawcut will be required. Repair of damaged concrete pavement shall be considered incidental to that item of work, and no separate compensation shall be made.

After the removal of the existing pavement as marked, it may be necessary to extend the limits of the repair. The Engineer shall determine the amount of the additional removal. The additional area of pavement shall be measured and paid for as BID ITEM 90002 CONCRETE PAVEMENT REPAIR FULL DEPTH.

The Contractor will be responsible to add/remove crushed stone to the existing base course with minimal disturbance of the exiting base to pour back a new concrete pavement thickness of nine (9) inches for the entire project. The Contractor shall anticipate some base course work will be required.

PLACEMENT OF CONCRETE

The concrete shall be placed on the same day that the old pavement is removed. Open sections of pavement shall not be left open at the end of the day's work, unless approved by the Engineer.

When pavement sections are designated for removal and replacement on adjacent lanes an approved bond breaker shall be installed.

When placing concrete pavement or curb and gutter, #4 L-Bars shall be installed whenever possible, or required by the Engineer. The cost of said L-Bars shall be included in the particular item of work, and no separate compensation shall be made.

All L-Bars, dowel bars and tie bars shall be epoxy coated.

When replacing concrete pavement adjacent to curb and gutter that is to remain the Contractor shall install #6 tie bars to tie existing curb and gutter in with the new concrete pavement.

Joints in the replaced sections of concrete pavement shall be doweled and tied in accordance with the SDD 3.10 and 3.11. When removing large sections of pavement, a new contraction joint may be required.

It is anticipated that all joint patterns will be replaced as shown on the existing pavement plan provided within.

The concrete design mix shall be such that the concrete achieves a strength of at least 3000 psi in seventy-two (72) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. The design mix at intersections and areas that will be used for driveway access or any other locations required to meet the traffic control specification shall be such that the concrete achieves a strength of at least 3000 psi in twelve (12) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete.

The concrete mix design shall be such that the concrete achieves the required strength in the time allotted in the Traffic Control specifications. The concrete mix design shall be submitted to the Engineer for approval prior to pouring of concrete. No additional compensation will be made for the high early strength requirements set forth in the specifications.

The opening of concrete pavement repair to traffic shall be controlled by cylinder tests, and shall be no earlier than seventy-two (72) hours.

The strike-off and consolidation shall conform to Section 415 of the State of Wisconsin Standard Specifications.

The concrete shall be consolidated in place by use of an immersion type vibrator or vibratory screed. The screed or template used for the surface strike-off shall be of an approved design, constructed of metal, or with a metal edge, and sufficiently rigid to retain its shape.

The transverse edges of the finished concrete pavement repair shall be flush with the edges of the existing concrete pavement. The longitudinal surface shall form a straight line from edge to edge within a tolerance of +1/8 inch. A straight edge shall be used to check each pavement area during the final finishing state of the pavement pour. Concrete pavement repairs not meeting the 1/8" tolerance/allowance shall be corrected. If the concrete has hardened it shall be removed and replaced.

The adjacent curb and pavement may not be used as form, due to the faulting of the existing pavement and curb. The surface of the patch shall not vary more than 1/8 inch in a distance of 10 feet when a 10-foot-long straightedge is placed on the surface at any angle. Sags or depressions in the surface of the patch area that exceed the 1/8-inch tolerance shall be repaired at the expense of the Contractor. Upward deviations in the hardened patch surface shall be ground down, at the expense of the Contractor, by approved machinery as directed by the Engineer.

The final surface of the pavement shall have a burlap drag or broom finish.

The Contractor shall reseed any terraces or medians damaged or disturbed during construction. This item shall be considered incidental to the item of work involved.

MEASUREMENT

Type I concrete pavement joint repair will be measured as each in place and accepted.

PAYMENT

Type I concrete pavement repair as provided above will be paid for at the contract unit price bid per unit each, which price shall be payment in full for the removal of existing bituminous; for full-depth sawcutting; removal and disposal of the existing pavement; for furnishing, placing, finishing and curing the concrete; for furnishing and installing the 1 1/4" epoxy coated dowel bars, and tie bars where required; for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90002 CONCRETE PAVEMENT REPAIR FULL DEPTH

Work under this item shall include furnishing all materials, incidentals, equipment and labor required to repair patches of concrete pavement and longitudinal joints.

CONCRETE PAVEMENT REMOVAL

The sizes of the area to be removed are as shown on plan. All pavement replacement shall be verified by the Engineer in the field, prior to removal. Full depth sawcuts shall be made with a diamond blade. The longitudinal sides of the patch shall also be sawed. The sludge from sawing shall be removed from the pavement upon completion of each sawcut by flushing with water.

A lifting device shall accomplish removal of the concrete pavement sections. The use of said device is intended to reduce spalling of the edges of the concrete pavement and concrete curb and gutter remaining in place. Other methods of removing the pavement, which will not disturb adjacent edges, may be used only if approved by the Engineer.

Concrete pavement that is damaged during the course of removal, hole drilling or replacement, shall be repaired, by removing the damaged area prior to pouring. A full depth sawcut will be required. Repair of damaged concrete pavement shall be considered incidental to that item of work, and no separate compensation shall be made.

After the removal of the existing pavement as marked, it may be necessary to extend the limits of the repair. The Engineer shall determine the amount of the additional removal. The additional area of pavement shall be measured and paid for as BID ITEM 90002 CONCRETE PAVEMENT REPAIR FULL DEPTH.

The Contractor will be responsible to add/remove crushed stone to the existing base course with minimal disturbance of the exiting base to pour back a new concrete pavement thickness of nine (9) inches for the entire project, except bridge approach slabs. The Contractor shall anticipate some base course work will be required. The bridge approach slabs shall be a new concrete pavement thickness of ten and one half (10.5) inches.

PLACEMENT OF CONCRETE

When placing concrete pavement or curb and gutter, #4 L-Bars shall be installed whenever possible, or required by the Engineer. The cost of said L-Bars shall be included in the particular item of work, and no separate compensation shall be made. The Contractor shall tie the new concrete pavement to the existing concrete pavement at both ends of the project limits.

All L-Bars, dowel bars and tie bars shall be epoxy coated.

When replacing concrete pavement adjacent to curb and gutter that is to remain the Contractor shall install #6 tie bars to tie existing curb and gutter in with the new concrete pavement.

Joints in the replaced sections of concrete pavement shall be doweled and tied in accordance with the SDD 3.10 and 3.11.

It is anticipated that all transverse joints shall be installed at 20 foot spacing perpendicular to the curb (skewed baskets are not required).

The concrete design mix shall be such that the concrete achieves a strength of at least 3000 psi in seventy-two (72) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete. The design mix at intersections and areas that will be used for driveway access or any other locations required to meet the traffic control specification shall be such that the concrete achieves a strength of at least 3000 psi in twelve (12) hours. The concrete design mix shall be submitted to the Engineer for approval prior to pouring of concrete.

The concrete mix design shall be such that the concrete achieves the required strength in the time allotted in the Traffic Control specifications. The concrete mix design shall be submitted to the Engineer for approval prior to pouring of concrete. No additional compensation will be made for the high early strength requirements set forth in the specifications.

The opening of concrete pavement repair to traffic shall be controlled by cylinder tests, and shall be no earlier than seventy-two (72) hours, except in intersections & driveway access areas.

The strike-off and consolidation shall conform to Section 415 of the State of Wisconsin Standard Specifications.

The concrete shall be consolidated in place by use of an immersion type vibrator or vibratory screed. The screed or template used for the surface strike-off shall be of an approved design, constructed of metal, or with a metal edge, and sufficiently rigid to retain its shape.

The transverse edges of the finished concrete pavement repair shall be flush with the edges of the existing concrete pavement. The longitudinal surface shall form a straight line from edge to edge within a tolerance of +1/8 inch. A straight edge shall be used to check each pavement area during the final finishing state of the pavement pour. Concrete pavement repairs not meeting the 1/8" tolerance/allowance shall be corrected. If the concrete has hardened it shall be removed and replaced.

The adjacent curb and pavement may not be used as form, due to the faulting of the existing pavement and curb. The surface of the patch shall not vary more than 1/8 inch in a distance of 10 feet when a 10-foot-long straightedge is placed on the surface at any angle. Sags or depressions in the surface of the patch area that exceed the 1/8-inch tolerance shall be repaired at the expense of the Contractor. Upward deviations in the hardened patch surface shall be ground down, at the expense of the Contractor, by approved machinery as directed by the Engineer. **THIS WILL BE STRICTLY ENFORCED**

The final surface of the pavement shall have a burlap drag or broom finish.

MEASUREMENT

Full depth concrete pavement repair will be measured by area in square yards and accepted.

PAYMENT

Full-depth concrete pavement repair provided in accordance with the Special Provisions provided herein will be paid for at the contract unit price bid per square yard, which price shall be payment in full for the removal of existing concrete; for full-depth saw cutting, for furnishing and installing all bond breakers, contraction joints and/or dowel bars, tie bars and L-bars as required in the standard detail drawings specified within, removal and disposal of the existing pavement; for furnishing, placing, finishing and

curing the concrete; and for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

BID ITEM 90003 CONCRETE SURFACE REPAIR

DESCRIPTION

This bid item shall include removal of unsound concrete, surface preparation and placement of concrete repair mortar on the existing bridge cold joint on the top of the arch. This may require the removal of some sand fill to expose the joint. Prior to doing any patching on the joint the contractor shall contact the project engineer to determine and locate the patch. The area to be patched can be seen on the underside of the arch approximately top of arch at the joint of the bridge expansion as shown in the plans. Once the patch has cured the contractor shall cover the patch and joint with BID ITEM 50797 EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL.

MATERIALS

Patching material shall be one of the following, or an approved equal: Sika Repair 222 or 223 by Sika Corporation, Emaco R310CI or HB2 by BASF, Five Star Structural Concrete or Five Star Structural Concrete V/O by Five Star Products. Select the correct manufacturer's product for horizontal or vertical/overhead applications. Bonding agents shall be provided as recommended by the patching material manufacturer.

CONSTRUCTION METHODS

Repair area locations and quantities shall be determined jointly in the field by the Contractor and Engineer. The primary intent is to patch spalled areas on the deck, ramps, and stairway. Depth of existing spalled areas is generally less than approximately 2 ½ inches.

At repair locations, unsound concrete shall be removed and a surface profile with a minimum amplitude of ¼-inch achieved. Follow manufacturer's recommendations regarding surface preparation, mixing, minimum depth of concrete removal and minimum application thickness of product, temperature and weather limitations, surface wetting, application a bond coat or bonding agent prior to patching, product application, surface finish, curing, and other requirements.

METHOD OF MEASUREMENT

Concrete Surface Repair will be measured for payment by the square foot of patching area completed in place and accepted.

BASIS OF PAYMENT

Concrete Surface Repair will be paid by the square foot price bid. Payment is full compensation for furnishing materials, saw cutting and removal of unsound concrete, surface preparation and placement of repair material; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

BID ITEM 90004 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Posts. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

Traffic Control Flexible Tubular Marker Posts shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

Traffic Control Flexible Tubular Marker Posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

BID ITEM 90005 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

METHOD OF MEASUREMENT

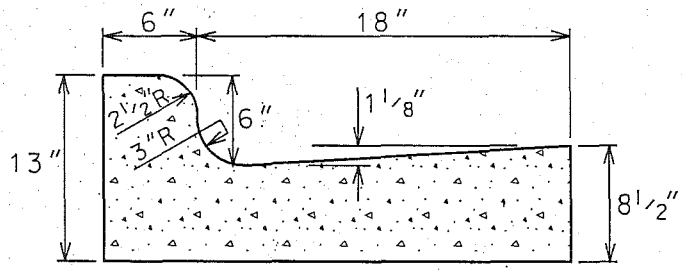
Traffic Control Flexible Tubular Marker Bases shall be measured as set forth in Section 633.4 of the Wisconsin DOT Standard Specifications, which shall be measured on a per unit basis acceptably installed.

BASIS OF PAYMENT

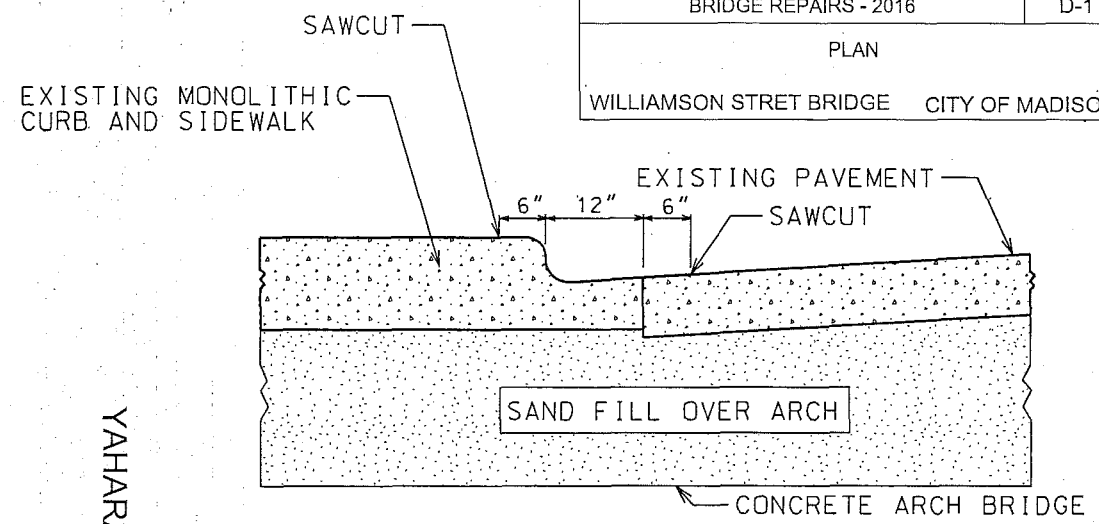
Traffic Control Flexible Tubular Marker Bases will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.

PLOT NAME: _____

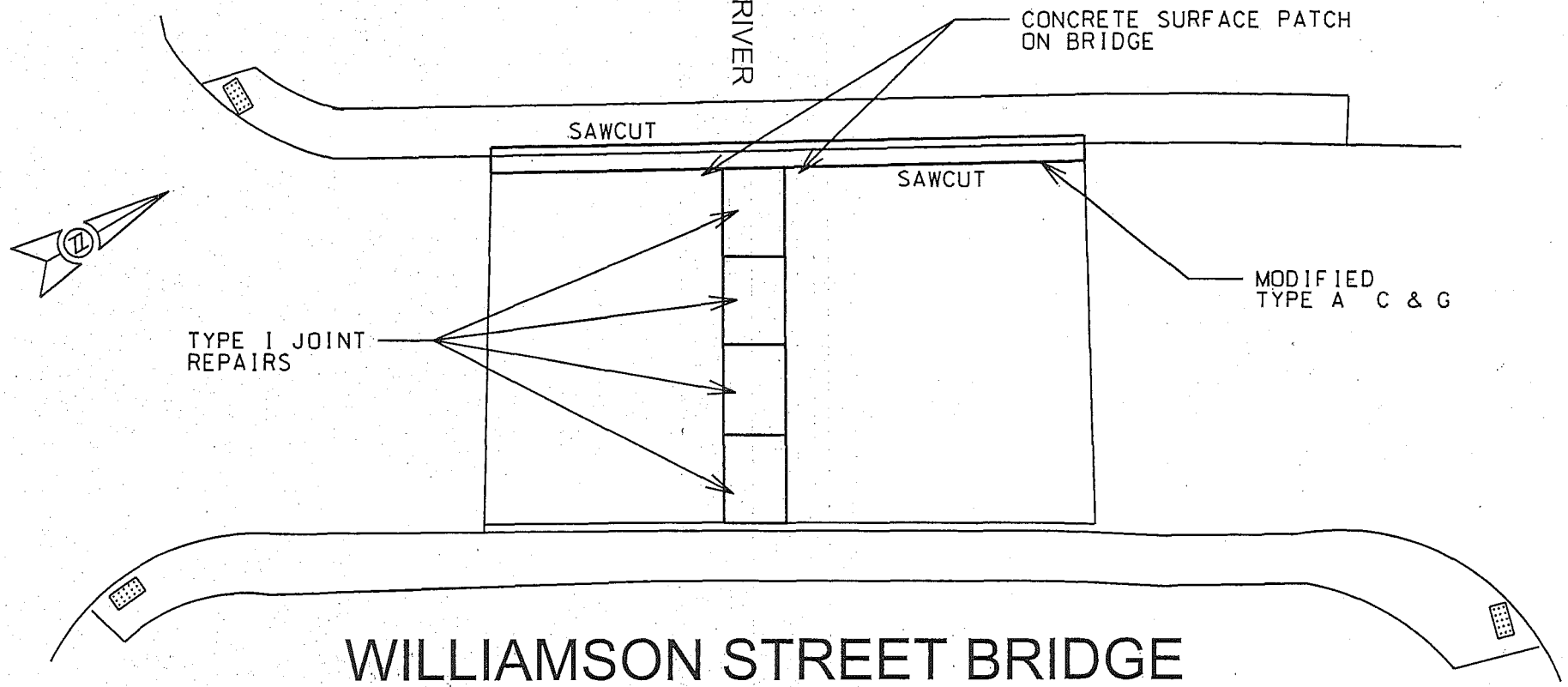
WILLIAMSON STREET BRIDGE REPAIRS - 2016	SHEET NO. D-1
PLAN	
WILLIAMSON STRET BRIDGE CITY OF MADISON	



MODIFIED TYPE 'A' CURB & GUTTER
 PAY AS TYPE 'A' CONC CURB & GUTTER
 NOT TO SCALE



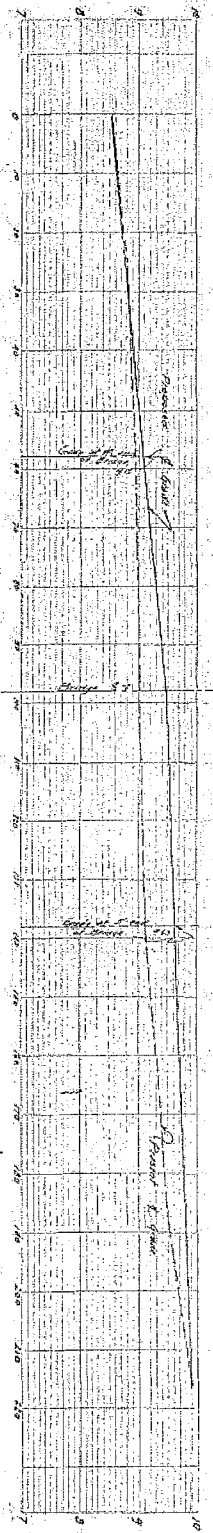
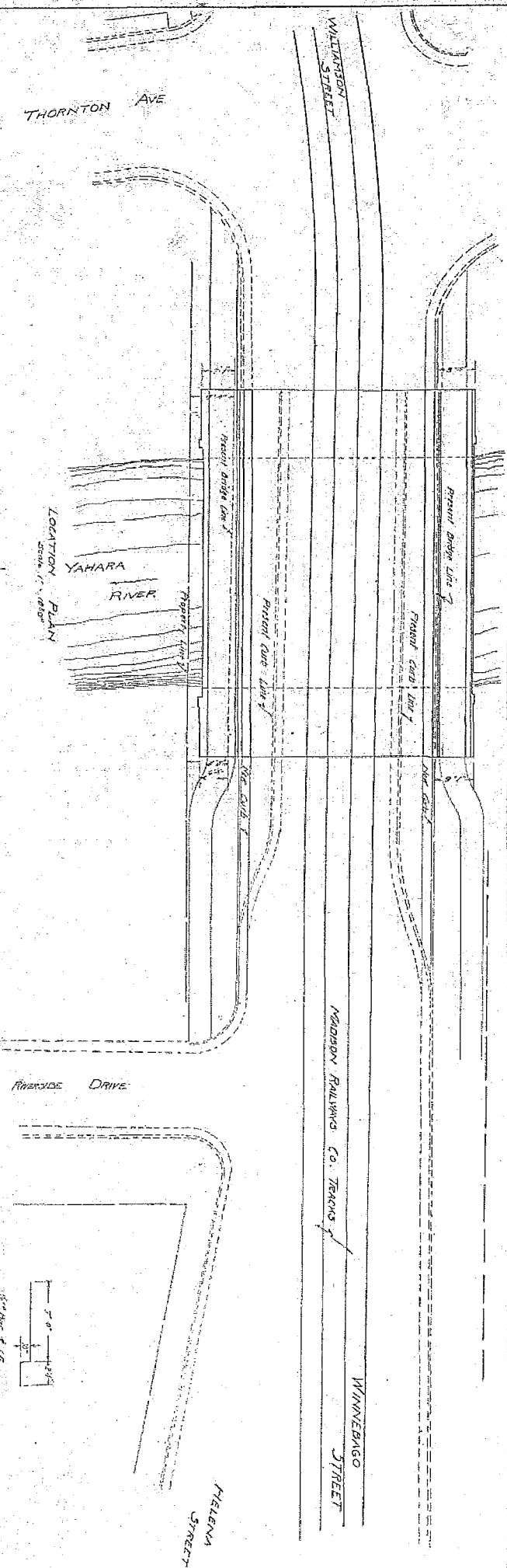
YAHARA RIVER



WILLIAMSON STREET BRIDGE

NOT TO SCALE

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



VERTICAL CURVES

Sta.	Length	Grade	Grade	Grade
0+00	100	1.00	1.00	1.00
1+00	100	1.00	1.00	1.00
2+00	100	1.00	1.00	1.00
3+00	100	1.00	1.00	1.00
4+00	100	1.00	1.00	1.00
5+00	100	1.00	1.00	1.00
6+00	100	1.00	1.00	1.00
7+00	100	1.00	1.00	1.00
8+00	100	1.00	1.00	1.00
9+00	100	1.00	1.00	1.00
10+00	100	1.00	1.00	1.00
11+00	100	1.00	1.00	1.00
12+00	100	1.00	1.00	1.00
13+00	100	1.00	1.00	1.00
14+00	100	1.00	1.00	1.00
15+00	100	1.00	1.00	1.00
16+00	100	1.00	1.00	1.00
17+00	100	1.00	1.00	1.00
18+00	100	1.00	1.00	1.00
19+00	100	1.00	1.00	1.00
20+00	100	1.00	1.00	1.00
21+00	100	1.00	1.00	1.00

TRANSVERSE CURVES

Sta.	Length	Grade	Grade	Grade
0+00	100	1.00	1.00	1.00
1+00	100	1.00	1.00	1.00
2+00	100	1.00	1.00	1.00
3+00	100	1.00	1.00	1.00
4+00	100	1.00	1.00	1.00
5+00	100	1.00	1.00	1.00
6+00	100	1.00	1.00	1.00
7+00	100	1.00	1.00	1.00
8+00	100	1.00	1.00	1.00
9+00	100	1.00	1.00	1.00
10+00	100	1.00	1.00	1.00
11+00	100	1.00	1.00	1.00
12+00	100	1.00	1.00	1.00
13+00	100	1.00	1.00	1.00
14+00	100	1.00	1.00	1.00
15+00	100	1.00	1.00	1.00
16+00	100	1.00	1.00	1.00
17+00	100	1.00	1.00	1.00
18+00	100	1.00	1.00	1.00
19+00	100	1.00	1.00	1.00
20+00	100	1.00	1.00	1.00
21+00	100	1.00	1.00	1.00

TRANSVERSE CURVES

Sta.	Length	Grade	Grade	Grade
0+00	100	1.00	1.00	1.00
1+00	100	1.00	1.00	1.00
2+00	100	1.00	1.00	1.00
3+00	100	1.00	1.00	1.00
4+00	100	1.00	1.00	1.00
5+00	100	1.00	1.00	1.00
6+00	100	1.00	1.00	1.00
7+00	100	1.00	1.00	1.00
8+00	100	1.00	1.00	1.00
9+00	100	1.00	1.00	1.00
10+00	100	1.00	1.00	1.00
11+00	100	1.00	1.00	1.00
12+00	100	1.00	1.00	1.00
13+00	100	1.00	1.00	1.00
14+00	100	1.00	1.00	1.00
15+00	100	1.00	1.00	1.00
16+00	100	1.00	1.00	1.00
17+00	100	1.00	1.00	1.00
18+00	100	1.00	1.00	1.00
19+00	100	1.00	1.00	1.00
20+00	100	1.00	1.00	1.00
21+00	100	1.00	1.00	1.00

TRANSVERSE CURVES

Sta.	Length	Grade	Grade	Grade
0+00	100	1.00	1.00	1.00
1+00	100	1.00	1.00	1.00
2+00	100	1.00	1.00	1.00
3+00	100	1.00	1.00	1.00
4+00	100	1.00	1.00	1.00
5+00	100	1.00	1.00	1.00
6+00	100	1.00	1.00	1.00
7+00	100	1.00	1.00	1.00
8+00	100	1.00	1.00	1.00
9+00	100	1.00	1.00	1.00
10+00	100	1.00	1.00	1.00
11+00	100	1.00	1.00	1.00
12+00	100	1.00	1.00	1.00
13+00	100	1.00	1.00	1.00
14+00	100	1.00	1.00	1.00
15+00	100	1.00	1.00	1.00
16+00	100	1.00	1.00	1.00
17+00	100	1.00	1.00	1.00
18+00	100	1.00	1.00	1.00
19+00	100	1.00	1.00	1.00
20+00	100	1.00	1.00	1.00
21+00	100	1.00	1.00	1.00

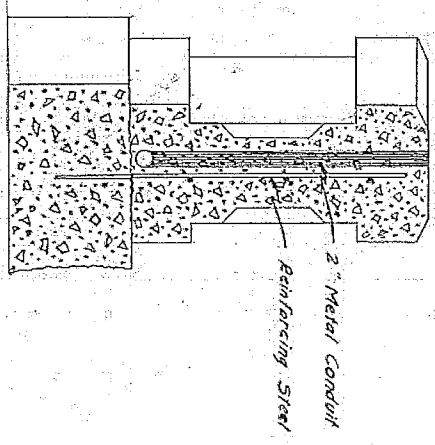
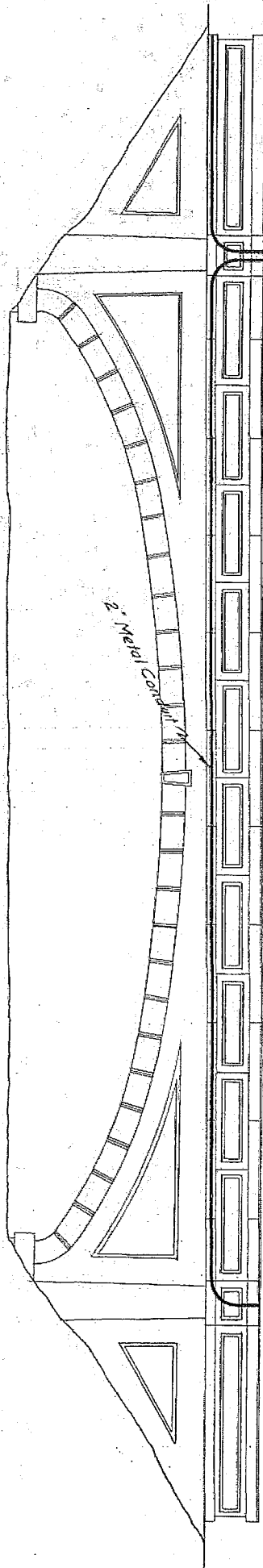
QUANTITIES:
 3000 Cu. Yds. Concrete
 20000 Lbs. Reinforcing Steel
 20000 Lbs. 2" Rods
 20000 Lbs. 3" Rods
 20000 Lbs. 4" Rods
 20000 Lbs. 5" Rods
 20000 Lbs. 6" Rods
 20000 Lbs. 7" Rods
 20000 Lbs. 8" Rods
 20000 Lbs. 9" Rods
 20000 Lbs. 10" Rods
 20000 Lbs. 11" Rods
 20000 Lbs. 12" Rods
 20000 Lbs. 13" Rods
 20000 Lbs. 14" Rods
 20000 Lbs. 15" Rods
 20000 Lbs. 16" Rods
 20000 Lbs. 17" Rods
 20000 Lbs. 18" Rods
 20000 Lbs. 19" Rods
 20000 Lbs. 20" Rods
 20000 Lbs. 21" Rods
 20000 Lbs. 22" Rods
 20000 Lbs. 23" Rods
 20000 Lbs. 24" Rods
 20000 Lbs. 25" Rods
 20000 Lbs. 26" Rods
 20000 Lbs. 27" Rods
 20000 Lbs. 28" Rods
 20000 Lbs. 29" Rods
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 20000 Lbs. 99" Rods
 20000 Lbs. 100" Rods

Approved by the Common Council
 City of Madison, Wisconsin
 [Signature]

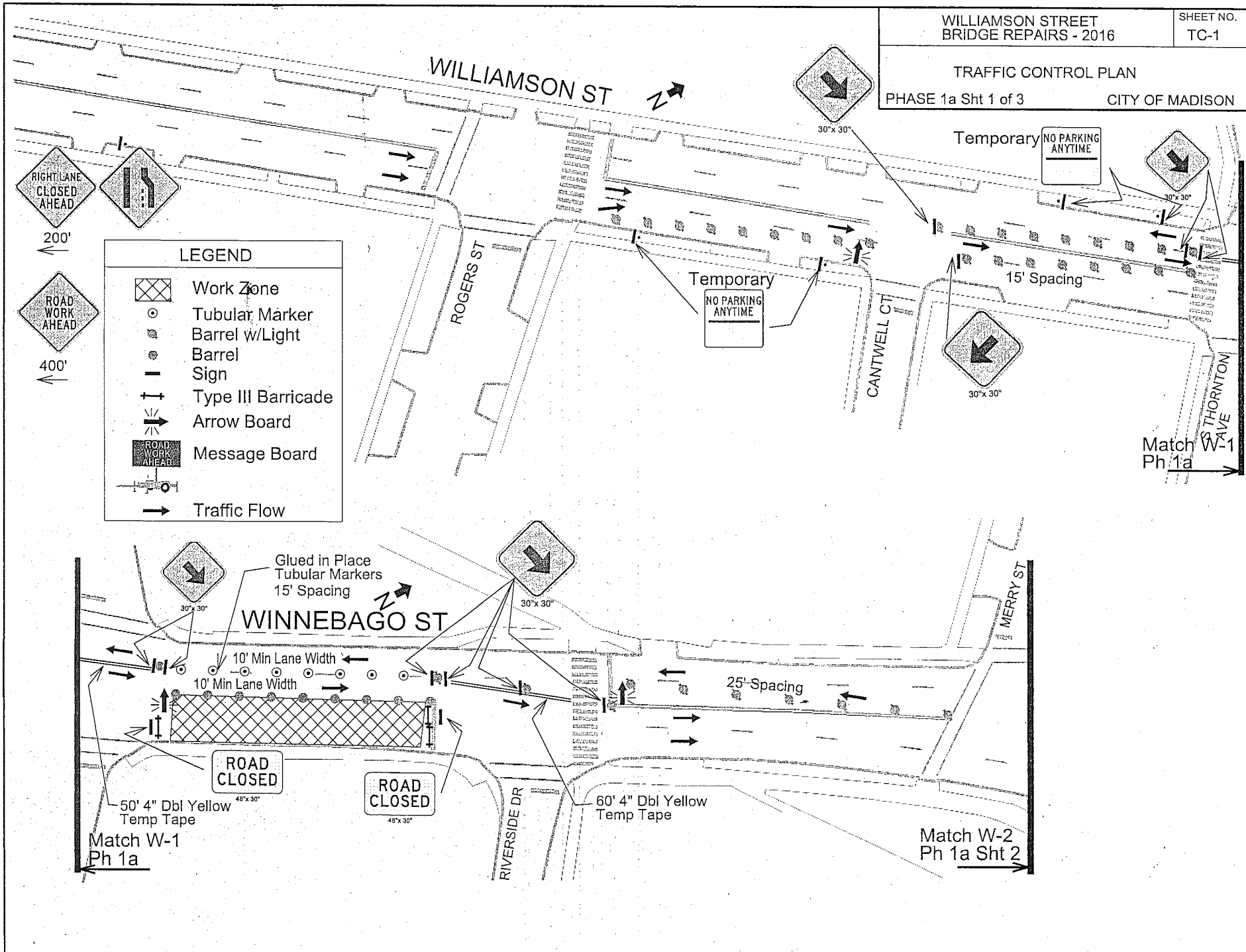
CITY OF MADISON, WISCONSIN
 ENGINEERING DEPARTMENT
 WILLIAMSON STREET
 WIDENING OF BRIDGE
 LAYOUT PLAN & PROFILE
 Scale 1" = 100'
 Date 11/19/10
 300002

West Approach

LOCATION OF LIGHTING CONDUIT
WILLIAMSON STREET BRIDGE

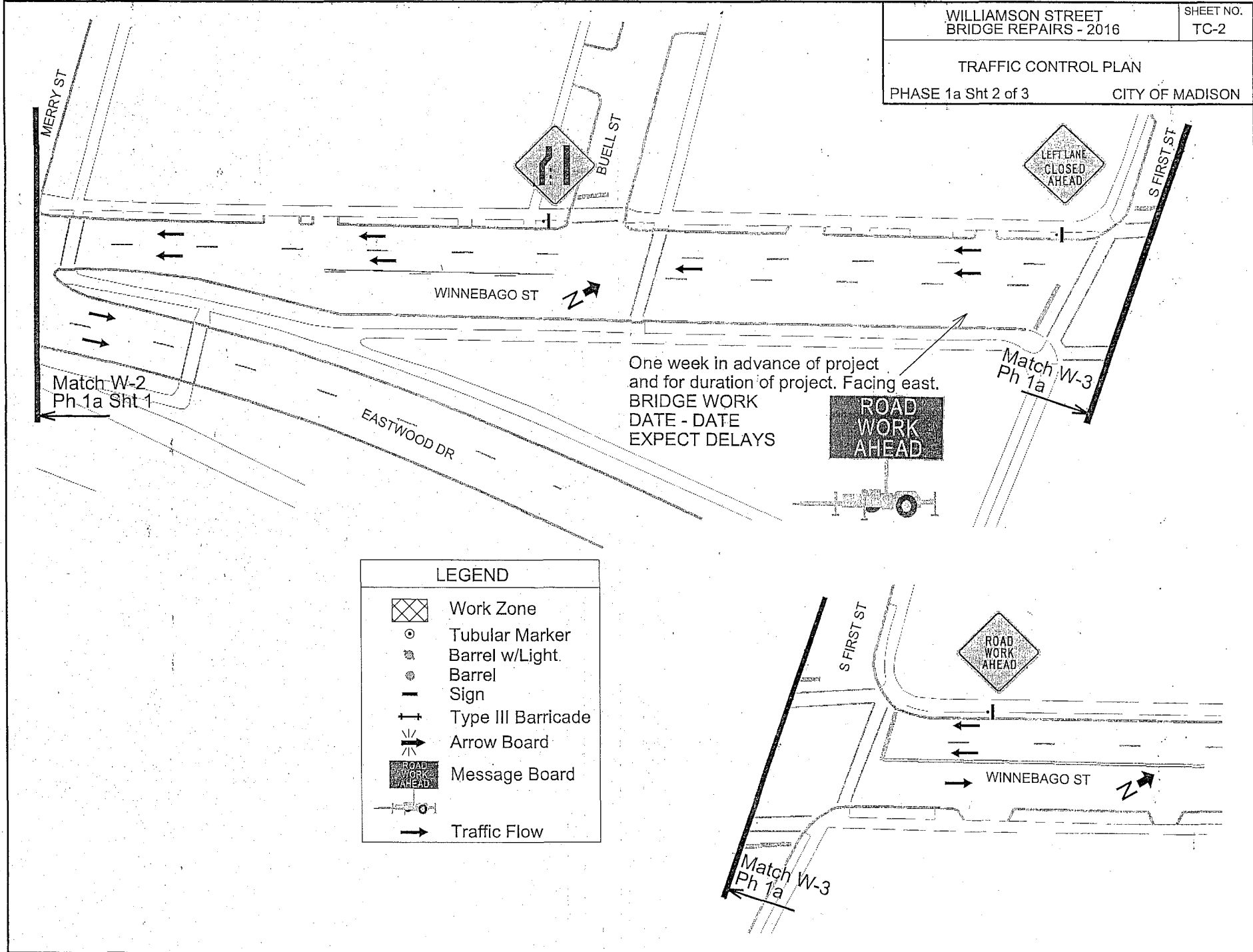


CONDUIT TO BE PLACED IN BOTH WALLS

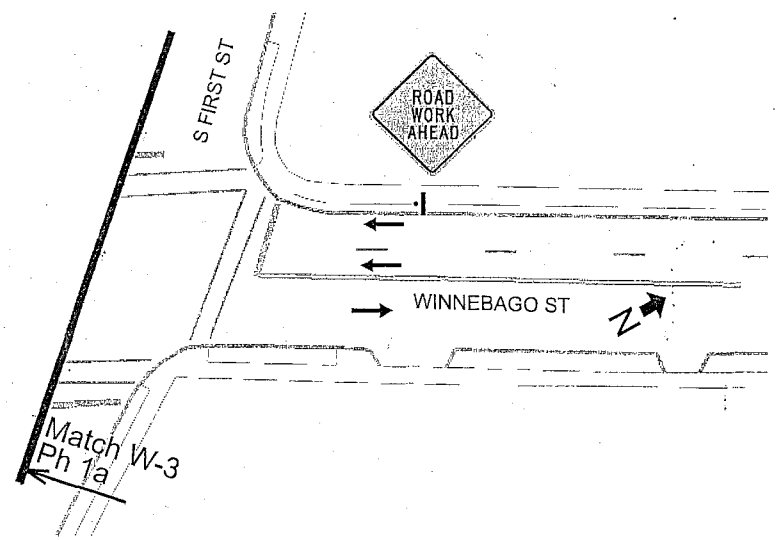


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ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.



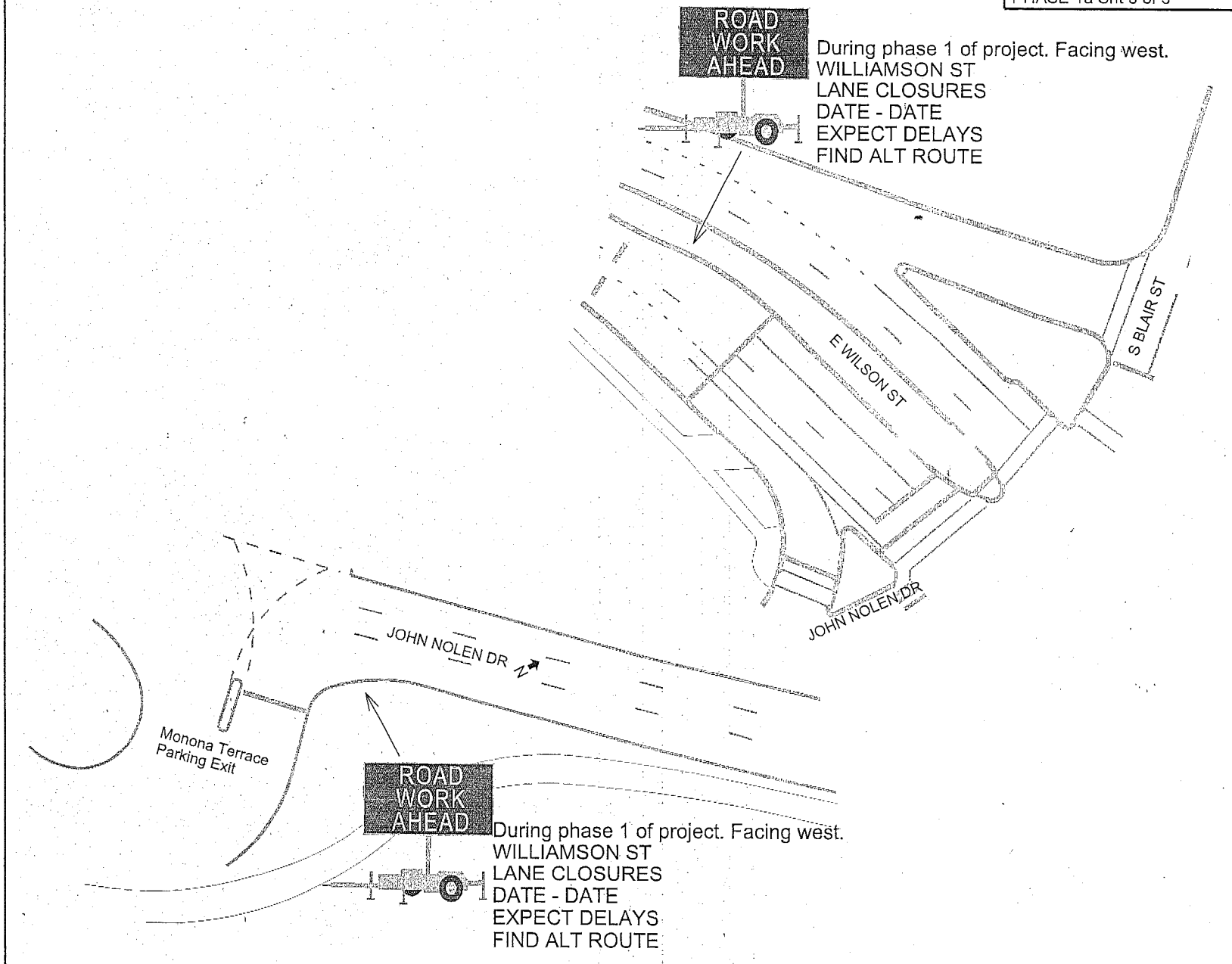
LEGEND	
	Work Zone
	Tubular Marker
	Barrel w/Light
	Barrel
	Sign
	Type III Barricade
	Arrow Board
	Message Board
	Traffic Flow



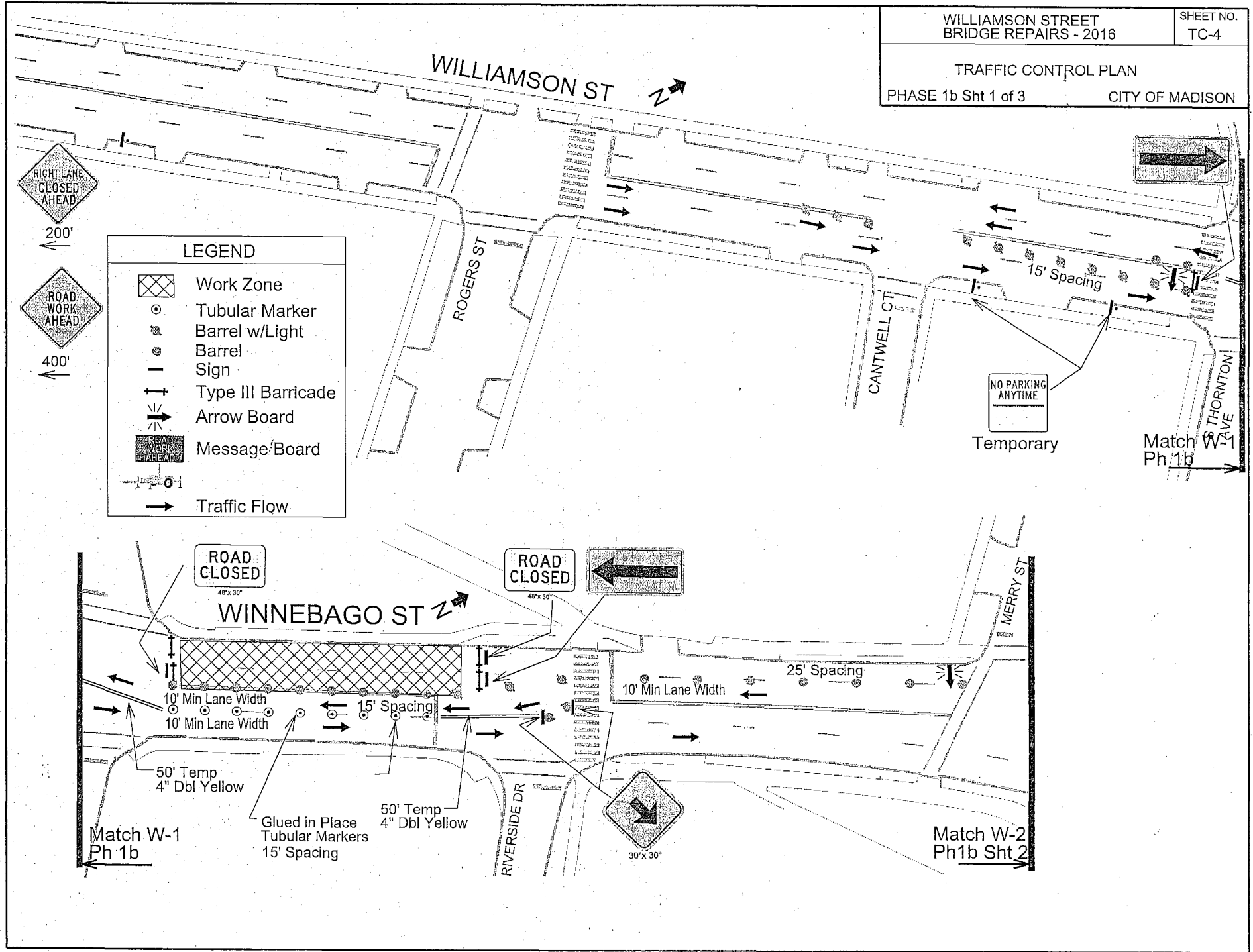
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ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

WILLIAMSON STREET BRIDGE REPAIRS - 2016	SHEET NO. TC-3
TRAFFIC CONTROL PLAN	
PHASE 1a Sht 3 of 3	CITY OF MADISON

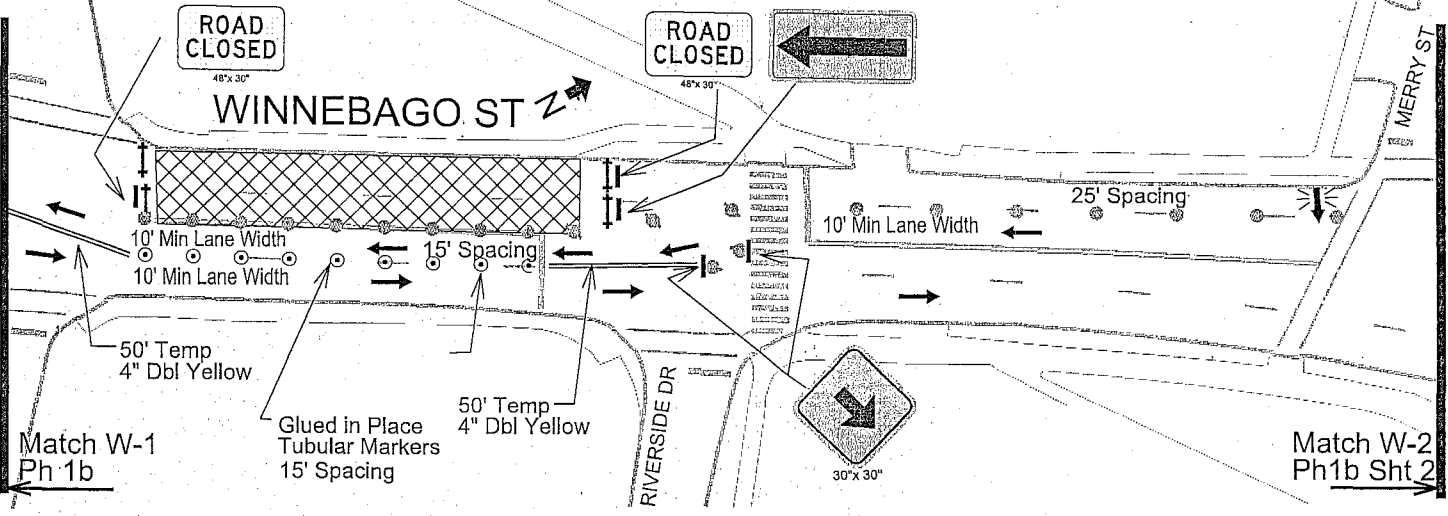
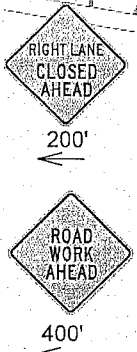


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 ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

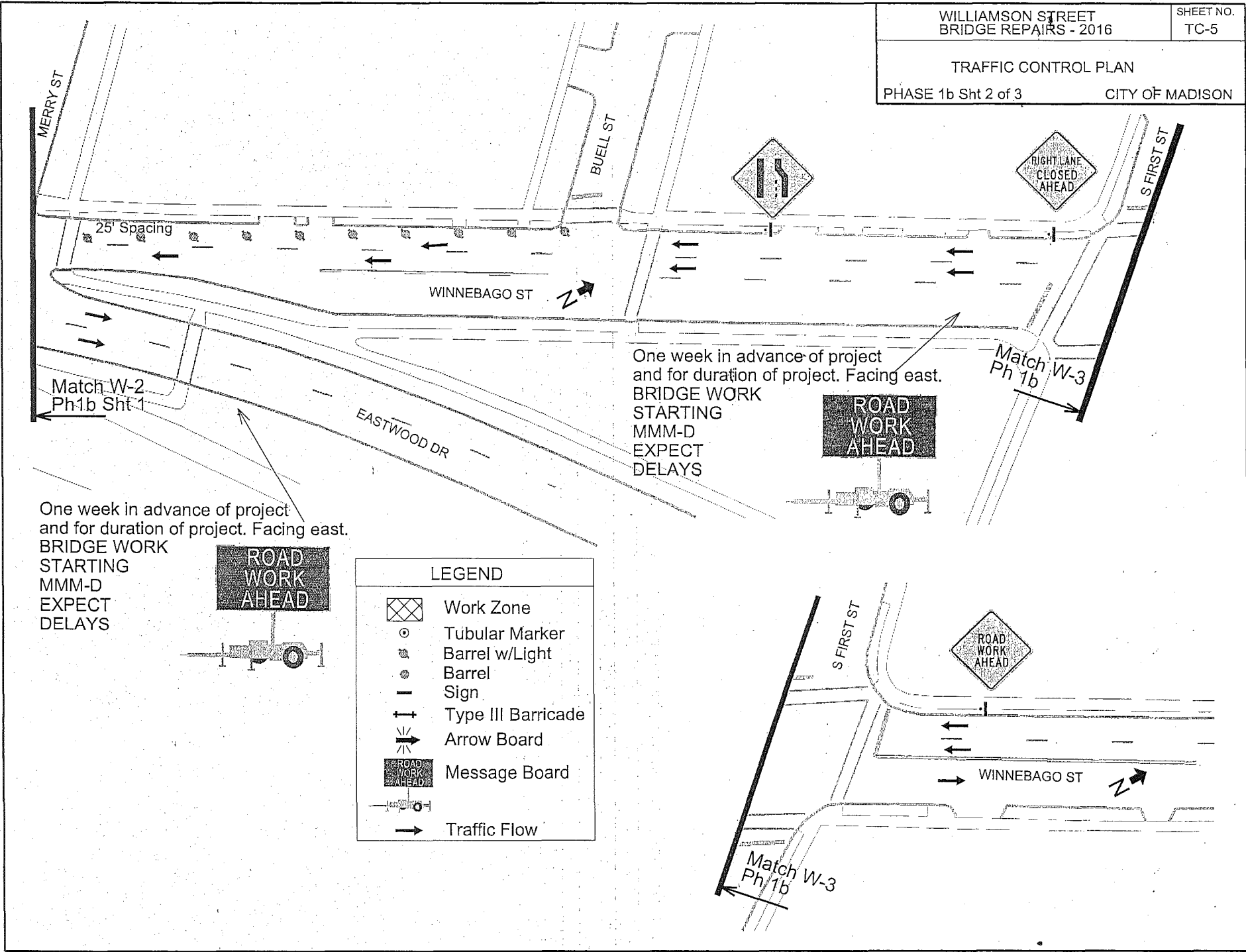


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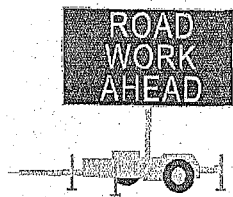
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- Tubular Marker
- Barrel w/Light
- Barrel
- Sign
- Type III Barricade
- Arrow Board
- Message Board
- Traffic Flow



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 ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

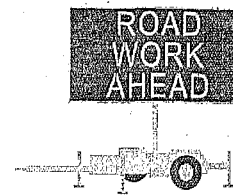


One week in advance of project
and for duration of project. Facing east.
BRIDGE WORK
STARTING
MMM-D
EXPECT
DELAYS



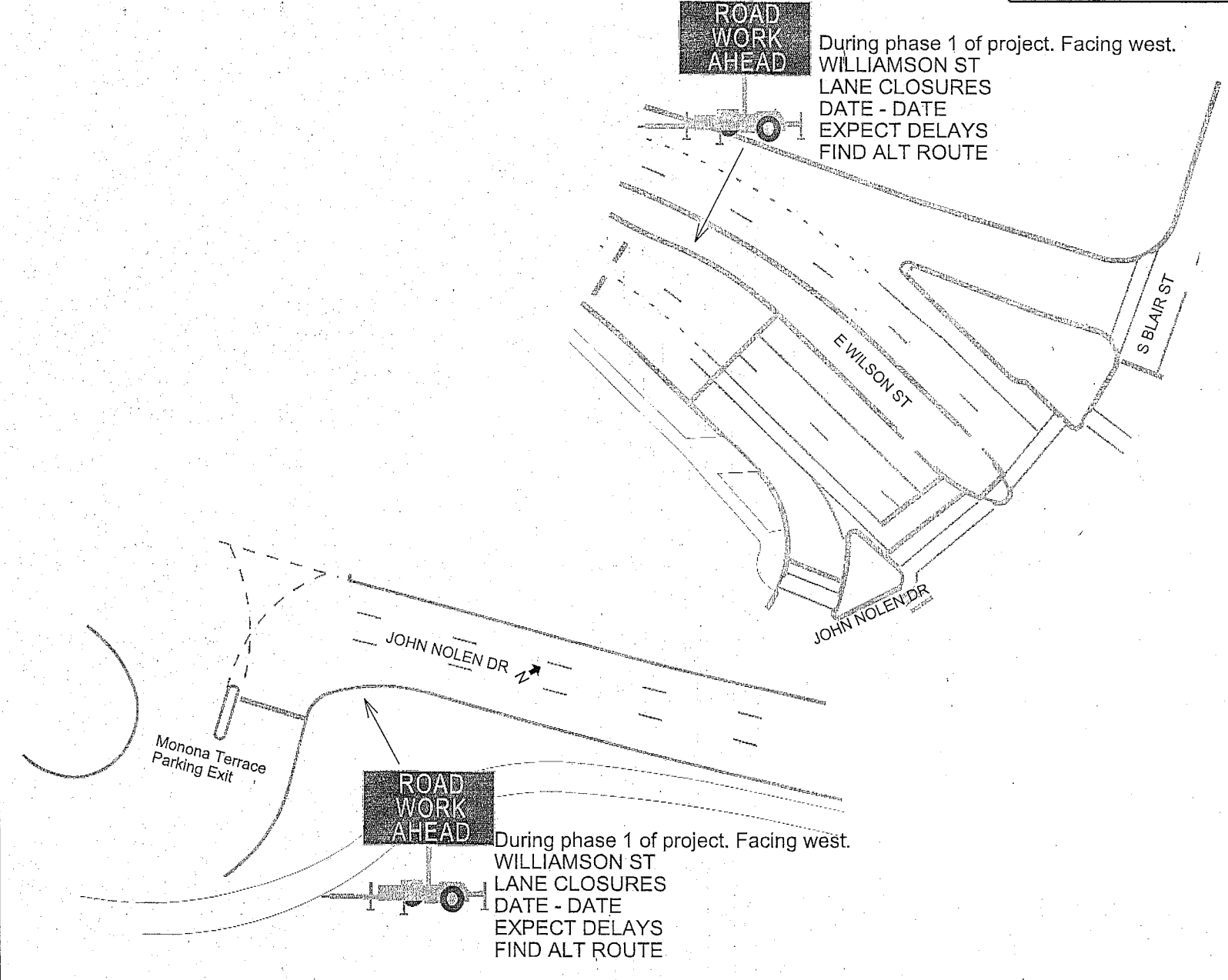
LEGEND	
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	Tubular Marker
	Barrel w/Light
	Barrel
	Sign
	Type III Barricade
	Arrow Board
	Message Board
	Traffic Flow

One week in advance of project
and for duration of project. Facing east.
BRIDGE WORK
STARTING
MMM-D
EXPECT
DELAYS



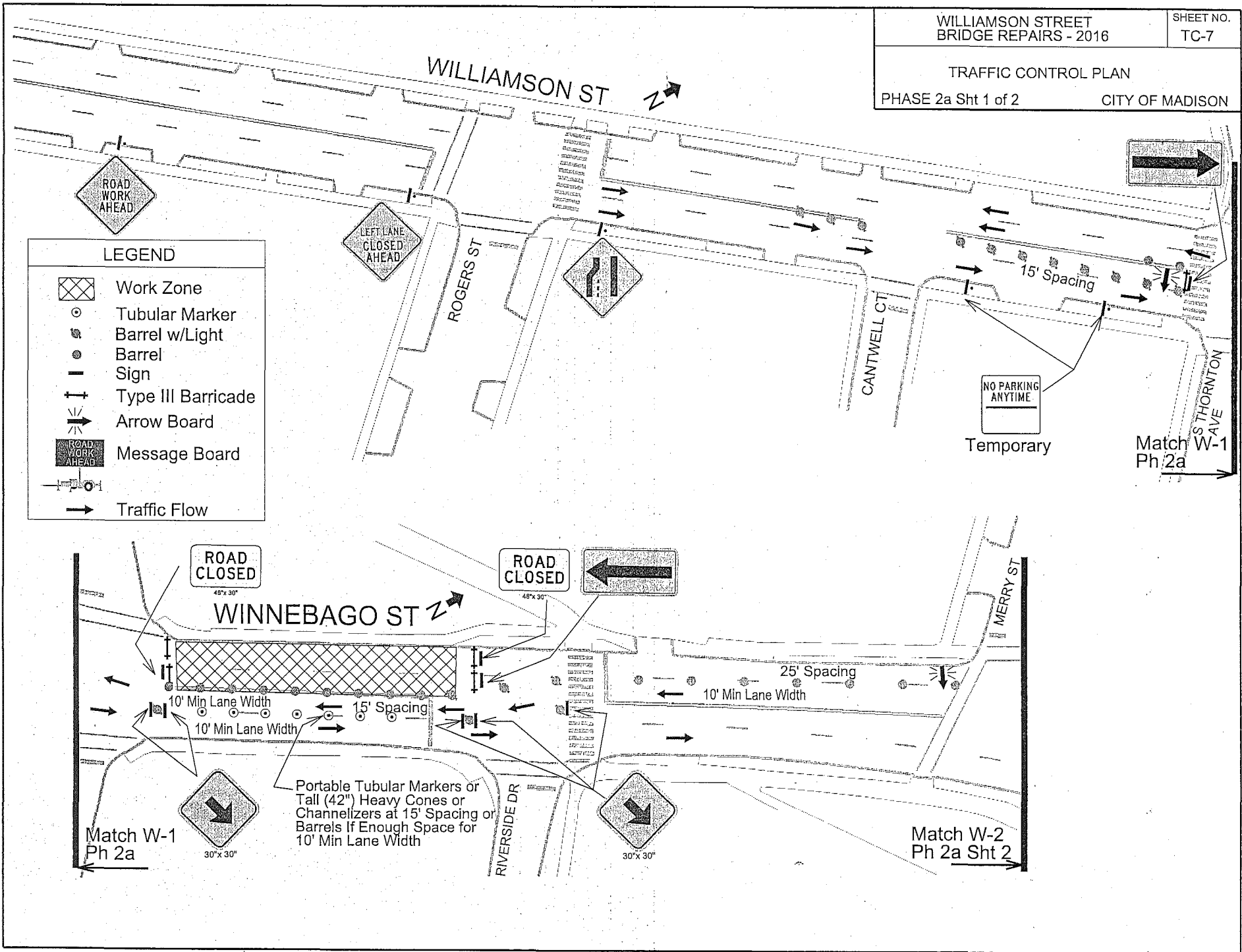
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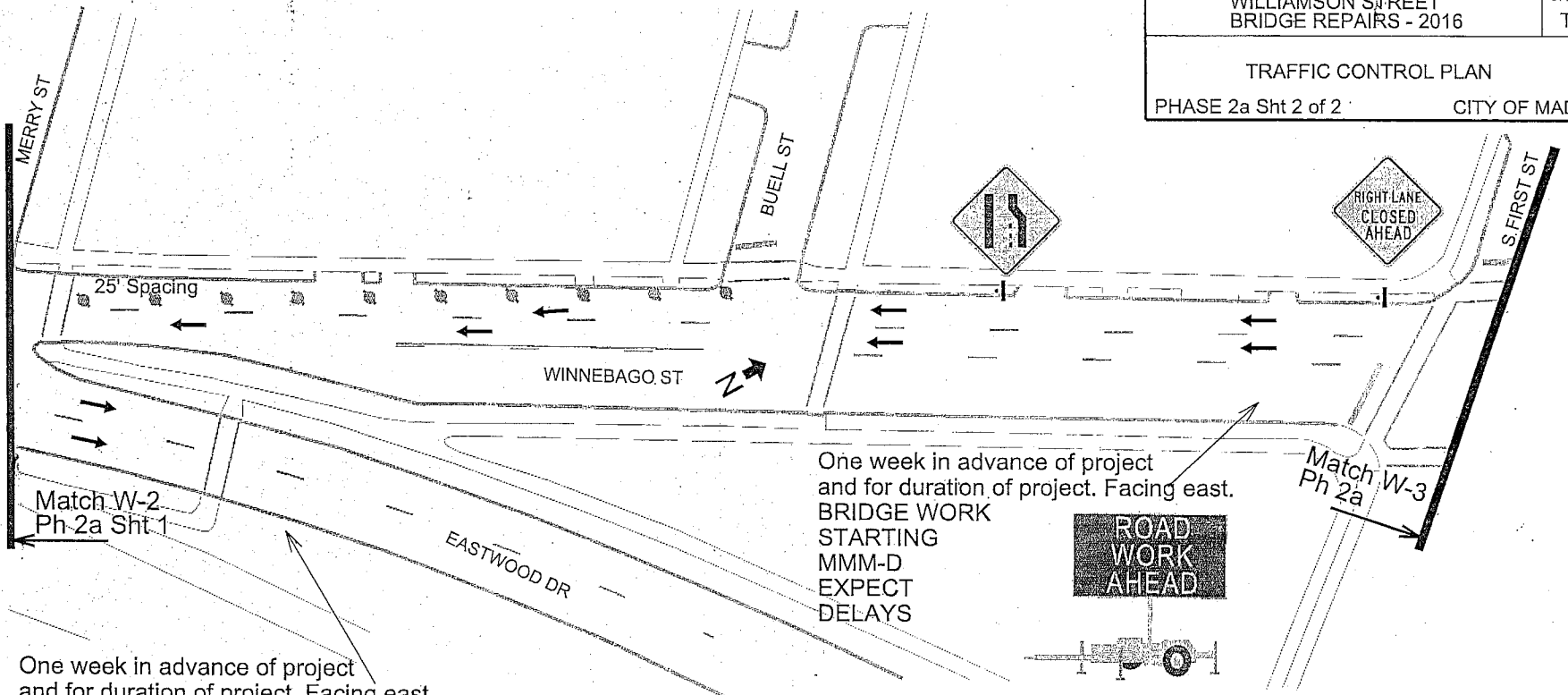
WILLIAMSON STREET BRIDGE REPAIRS - 2016	SHEET NO. TC-6
TRAFFIC CONTROL PLAN	
PHASE 1b Sht 3 of 3	CITY OF MADISON



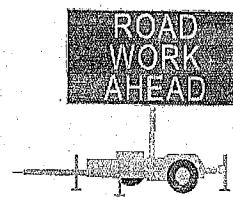
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ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

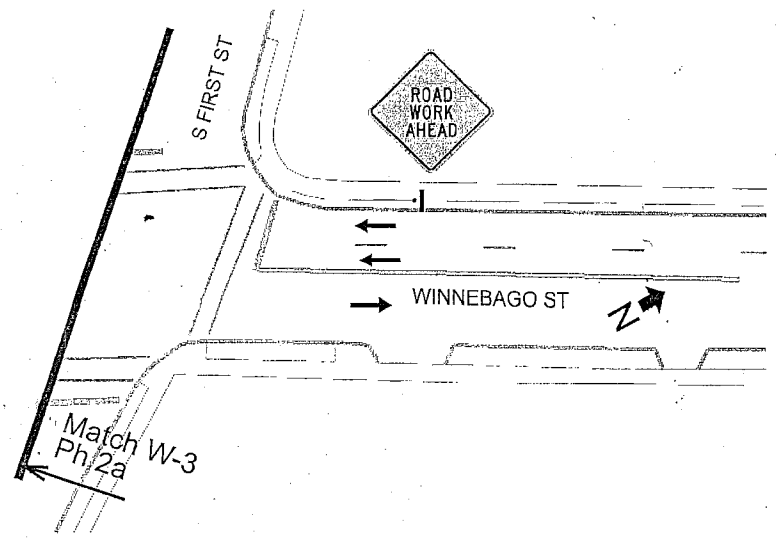




One week in advance of project and for duration of project. Facing east. BRIDGE WORK STARTING MMM-D EXPECT DELAYS



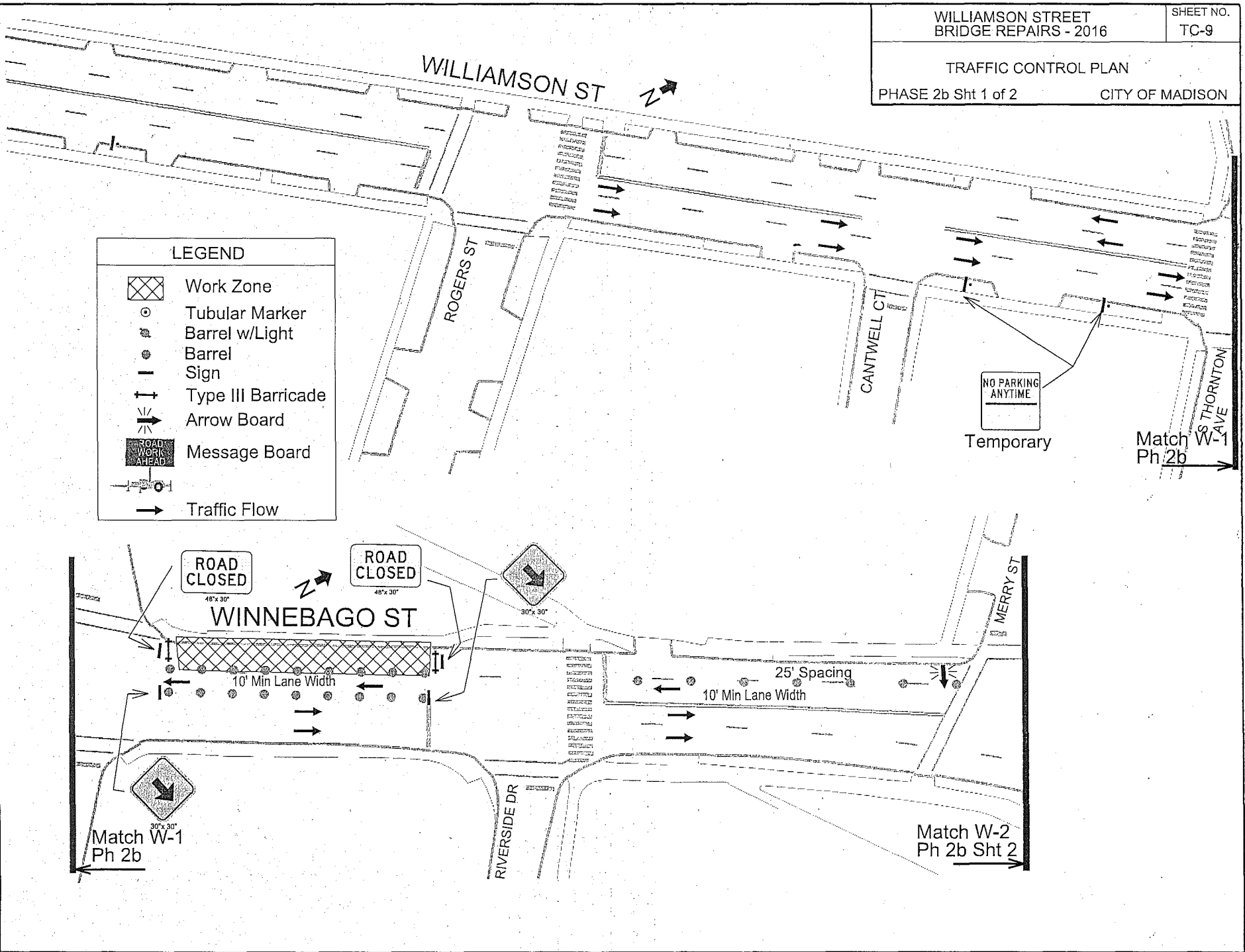
LEGEND	
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	Tubular Marker
	Barrel w/Light
	Barrel
	Sign
	Type III Barricade
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	Traffic Flow



REV. DATE: \$\$...last_saved_date...\$\$ PLOT NAME: \$\$...Model_Name...\$\$ PLOT SCALE: \$\$...Scale...\$\$
ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

LEGEND

- Work Zone
- Tubular Marker
- Barrel w/Light
- Barrel
- Sign
- Type III Barricade
- Arrow Board
- Message Board
- Traffic Flow

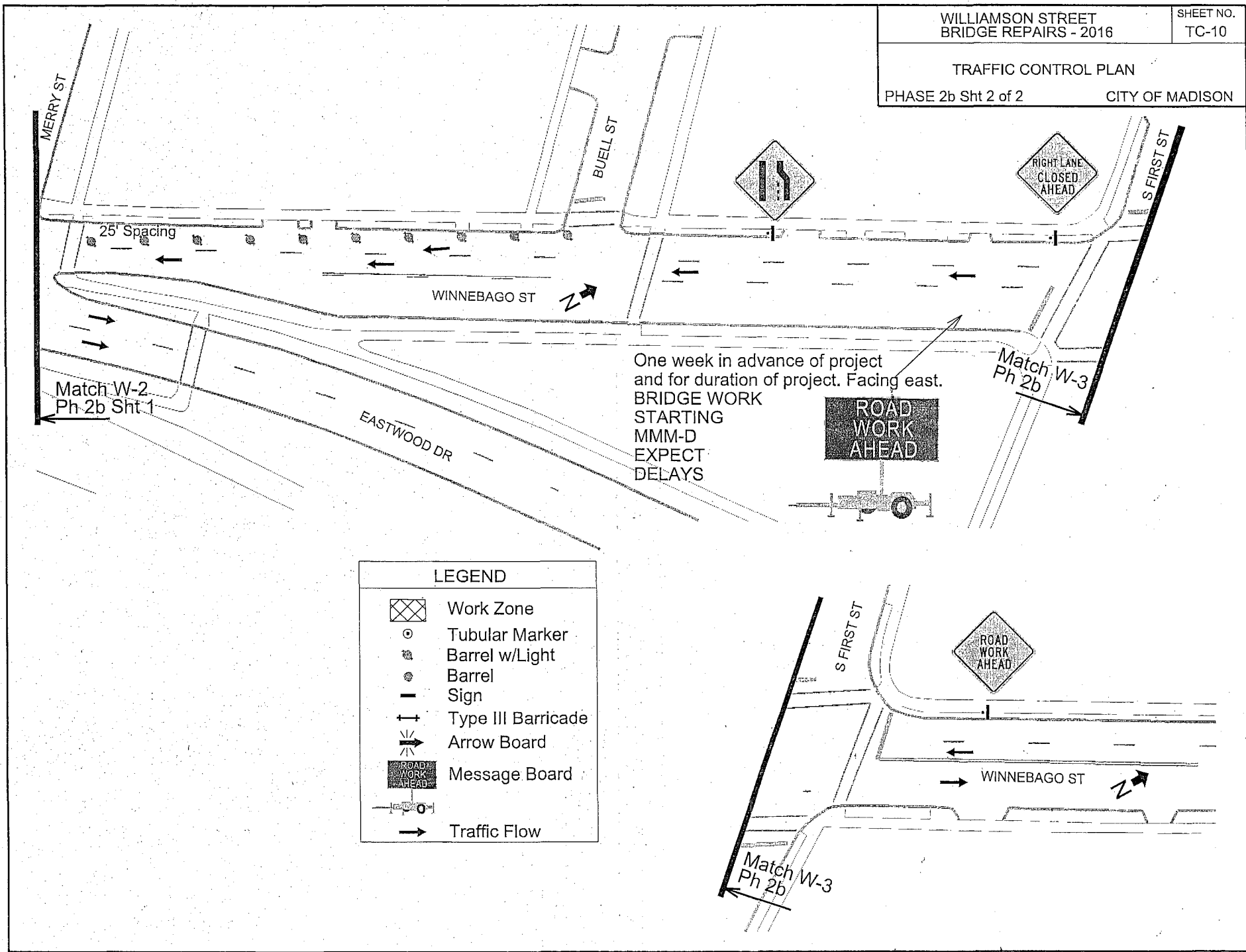


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ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.

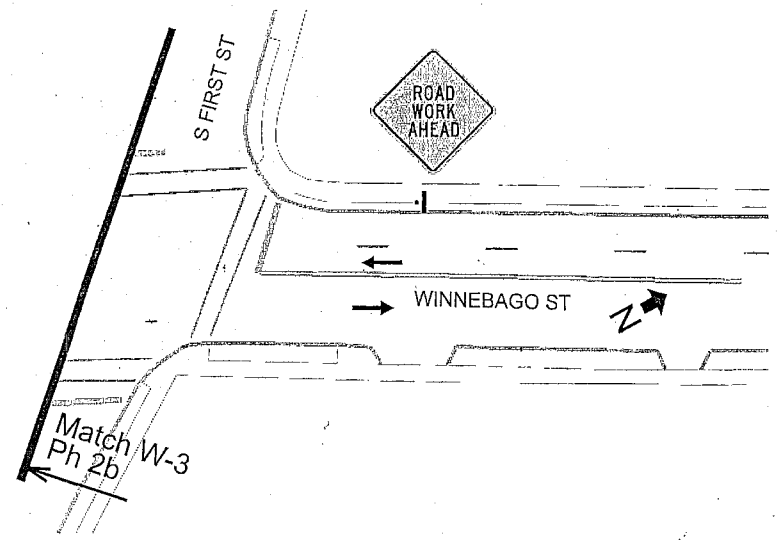
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ORIGINATOR: CITY OF MADISON, TRAFFIC ENG. DIV.



LEGEND

- Work Zone
- Tubular Marker
- Barrel w/Light
- Barrel
- Sign
- Type III Barricade
- Arrow Board
- Message Board
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SECTION E: BIDDERS ACKNOWLEDGEMENT

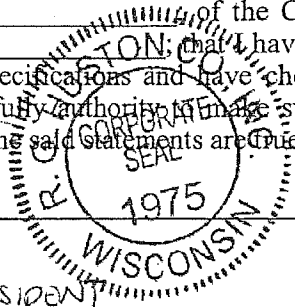
WILLIAMSON STREET BRIDGE REPAIRS - 2016

CONTRACT NO. 7780

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2016 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. 0 through 0 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)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. HUSTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____ that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authorized me to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

BRAD HUSTON
 SIGNATURE
 TITLE, IF ANY
 BRAD HUSTON, PRESIDENT

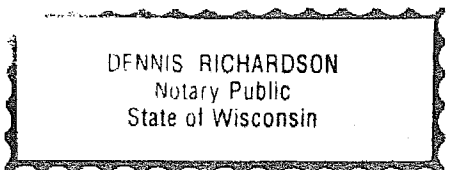


Sworn and subscribed to before me this 22 day of July, 2016.

Dennis Richardson

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

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



Contract 7780 – R. G. Huston Co., Inc.

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).

Section F: Disclosure of Ownership and Best Value Contracting

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.

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

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

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

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

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

Contractor has been in business less than one year.

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

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

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

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

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

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

WILLIAMSON STREET BRIDGE REPAIRS - 2016

CONTRACT NO. 7780

DATE: 7/22/2016

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,110.00	\$5,110.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	40.00	\$25.00	\$1,000.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE - DAYS	62.00	\$100.00	\$6,200.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$13,100.00	\$13,100.00
20207.0 - SELECT FILL SAND(UNDISTRIBUTED) - TON	15.00	\$28.00	\$420.00
20301.0 - SAWCUT CONCRETE FULL DEPTH - L.F.	160.00	\$6.00	\$960.00
20321.0 - REMOVE CONCRETE PAVEMENT(UNDISTRIBUTED) - S.Y.	10.00	\$62.00	\$620.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	80.00	\$17.00	\$1,360.00
21031.0 - INLET PROTECTION, TYPE C - COMPLETE - EACH	5.00	\$110.00	\$550.00
30201.0 - MODIFIED TYPE "A" CONCRETE CURB AND GUTTER - L.F.	80.00	\$55.00	\$4,400.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	1.00	\$1,800.00	\$1,800.00
60941.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, REFLECTIVE, DOUBLE LINE, 4-INCH - L.F.	200.00	\$1.80	\$360.00
90001.0 - CONCRETE PAVEMENT JOINT REPAIR TYPE 1 - EACH	4.00	\$4,850.00	\$19,400.00
90002.0 - CONCRETE PAVEMENT REPAIR FULL DEPTH(UNDISTRIBUTED) - S.Y.	10.00	\$185.00	\$1,850.00
90003.0 - CONCRETE SURFACE REPAIR - S.F.	10.00	\$235.00	\$2,350.00
90004.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS - EACH	25.00	\$25.00	\$625.00
90005.0 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES - EACH	25.00	\$3.00	\$75.00
17 Items	Totals		\$60,180.00



Department of Public Works
City Engineering Division

608 266 4751

Robert F. Phillips, P.E.
City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
608 264 9275 FAX
1 866 704 2315 Textnet

Principal Engineers
Michael R. Dailey, P.E.
Christina M. Bachmann, P.E.
John S. Fahrney, P.E.
Gregory T. Fries, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager
James C. Whitney, A.I.A.

Operations Manager
Kathleen M. Cryan

GIS Manager
David A. Davis, R.L.S.

Financial Officer
Steven B. Danner-Rivers
Hydrogeologist
Brynn Bemis

BIENNIAL BID BOND

R.G. Huston Co., Inc.

(a corporation of the State of Wisconsin)

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

BERKLEY INSURANCE COMPANY

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through February 1, 2018.

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

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

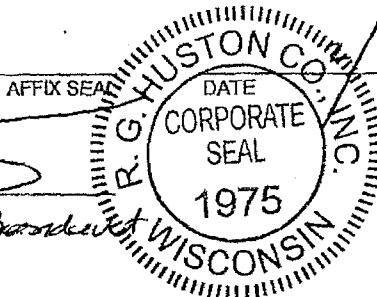
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

PRINCIPAL

R.G. HUSTON CO., INC.
COMPANY NAME



By: *Brad Houston*

SIGNATURE AND TITLE
Brad Houston - President

SURETY

BERKLEY INSURANCE COMPANY
COMPANY NAME

AFFIX SEAL

December 4, 2015
DATE

By: *Joseph L. Vigna*

SIGNATURE AND TITLE
Joseph L. Vigna, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 429050 for the year 2015 / 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

December 4, 2015
DATE

Joseph L. Vigna
AGENT Joseph L. Vigna

17035 West Wisconsin Avenue - Suite 135
ADDRESS

Brookfield, Wisconsin 53005
CITY, STATE AND ZIP CODE

262-792-2210
TELEPHONE NUMBER

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

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

SECTION H: AGREEMENT

THIS AGREEMENT made this 7th day of September in the year Two Thousand and Sixteen between R. G. HUSTON CO., INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted SEPTEMBER 6, 2016, 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:

WILLIAMSON STREET BRIDGE REPAIRS - 2016 CONTRACT NO. 7780

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 SIXTY THOUSAND ONE HUNDRED EIGHTY (\$60,180.00) 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 stated 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.

7. **Contractor Hiring Practices.**

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(I), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

- a. **Definitions.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. **Requirements.** For the duration of this Contract, the Contractor shall:

1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
2. Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.

3. Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
4. Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
5. Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section shall not apply when:

1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

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

**WILLIAMSON STREET BRIDGE REPAIRS - 2016
CONTRACT NO. 7780**

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

Countersigned:

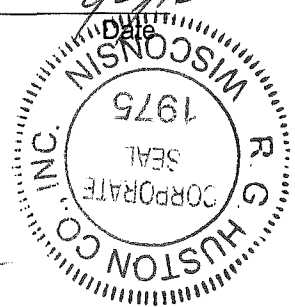
[Signature] 8/29/16
Witness Date

[Signature] 8/29/16
Witness Date

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

[Signature] 8/29/16
President Date

[Signature] 8/29/16
Secretary Date



CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 21st day of September, 2016

[Signature]
Witness

[Signature] 9.21.16
Mayor Date

[Signature]
Witness

[Signature] for 9-13-16
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal, and BERKLEY INSURANCE COMPANY Company of Des Moines, Iowa as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of SIXTY THOUSAND ONE HUNDRED EIGHTY (\$60,180.00) 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:

**WILLIAMSON STREET BRIDGE REPAIRS - 2016
CONTRACT NO. 7780**

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 7th day of September, 2016

Countersigned:

[Signature]
Witness

[Signature]
Secretary

R. G. HUSTON CO., INC.

Company Name (Principal)

[Signature]
President



Approved as to form:

[Signature]
City Attorney

BERKLEY INSURANCE COMPANY

Surety Seal
 Salary Employee Commission

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

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 283633 for the year 2016, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

September 7, 2016
Date

[Signature]
Agent Signature Dennis M. Barton

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

SECTION J: PREVAILING WAGE RATES

NOT APPLICABLE