

RUSH

RUSH

Contract Routing Form

ROUTING: ~~Routine~~

printed on: 05/04/2018

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

Project: Schenk Street and Richard Street Resurfacing with Utilities
Assessment District - 2018

Contract No.: 8108
Enactment No.: RES-18-00329
Dollar Amount: 3,526,939.33

File No.: 51205
Enactment Date:

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5-8-2018	5-8-2018
Director of Civil Rights	5.8.18	5.8.18 FNJ
Risk Manager	5.9.18	5.9.18 MCL
Finance Director	5.9.18	5-11-18 RW
City Attorney	504 5-11-18	5-11-18
Mayor	05.11.18	05.14.18

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

Original + 2 Copies

05/04/2018 10:44:14 enjls - Steve Sonntag, 267-1997

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: 3,526,939.33
AA Plan: Approved
Amendment / Addendum # _____
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt



City of Madison

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

Legislation Details (With Text)

File #: 51205 **Version:** 1 **Name:** Awarding Public Works Contract No. 8108, Schenk Street and Richard Street Resurfacing with Utilities Assessment District - 2018.

Type: Resolution **Status:** Passed

File created: 4/12/2018 **In control:** BOARD OF PUBLIC WORKS

On agenda: 5/1/2018 **Final action:** 5/1/2018

Enactment date: 5/7/2018 **Enactment #:** RES-18-00329

Title: Awarding Public Works Contract No. 8108, Schenk Street and Richard Street Resurfacing with Utilities Assessment District - 2018.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8108 .pdf

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

The proposed resolution awards the contract for the Schenk Street and Richard Street pavement resurfacing project at a total cost of \$3,632,740. In the adopted 2018 capital budget, Engineering Major Streets has budgeted \$15.5 million within the Pavement Management capital program for the resurfacing of streets throughout the City (MUNIS 10540). Funding is provided by GO Borrowing, Special Assessments, and associated utility funding broken out as follows:

Major Streets - \$1,090,450
Stormwater Utility - \$803,770
Sewer Utility - \$973,660
Water Utility - \$764,860

Awarding Public Works Contract No. 8108, Schenk Street and Richard Street Resurfacing with Utilities Assessment District - 2018.

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

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

See attached document (Contract No. 8108) for itemization of bids.

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8108
SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT – 2018

R.G. HUSTON CO., INC.

\$3,526,939.33

Acct. No. 11745-402-170:54410 (91396)	\$939,180.00
Contingency 3%±	<u>28,180.00</u>
Sub-Total	\$967,360.00

Acct. No. 11745-402-174:54445 (91345)	\$119,509.50
Contingency 3%±	<u>3,580.50</u>
Sub-Total	\$123,090.00

Acct. No. 11745-84-174:54445 (91345)	\$780,363.10
Contingency 3%±	<u>23,406.90</u>
Sub-Total	\$803,770.00

Acct. No. 11745-83-173:54445 (91345)	\$945,300.73
Contingency 3%±	<u>28,359.27</u>
Sub-Total	\$973,660.00

Acct. No. 11745-86-179:54445 (91360)	\$742,586.00
Contingency 3%±	<u>22,274.00</u>
Sub-Total	\$764,860.00

GRAND TOTAL	<u>\$3,632,740.00</u>
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Jurisdiction: Wisconsin

Demographics

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

Address

Business Address
 One Tower Sq
 Hartford, CT 06183
 United States

Mailing Address
 ONE TOWER SQUARE
 HARTFORD, CT 06183
 United States

Statutory Home Office Address
 One Tower Sq
 Hartford, CT 06183
 United States

Main Administrative Office Address
 One Tower Sq
 Hartford, CT 06183
 United States

Phone, E-mail, Website

Phone

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

Email
 No results found.

Website
 No results found.

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

Appointments

barton

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Casualty	06/15/1993	03/01/2018	03/15/2019
DENNIS BARTON	283633	283633	Intermediary (Agent) Individual	Property	06/15/1993	03/01/2018	03/15/2019

Line Of Business

Filter

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	09/10/1975
Automobile	Automobile	09/10/1975
Credit Insurance	Credit Insurance	09/10/1975
Disability Insurance	Disability Insurance	09/10/1975
Fidelity Insurance	Fidelity Insurance	09/10/1975
Workers Compensation Insurance	Workers Compensation Insurance	06/29/1990
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	09/10/1975
Miscellaneous	Miscellaneous	09/10/1975
Ocean Marine Insurance	Ocean Marine Insurance	09/10/1975
Surety Insurance	Surety Insurance	09/10/1975

Contact

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

First Previous 1 Next Last

Company Merger

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

Companies Absorbed

First Previous 1 Next Last

Name Change History

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

First Previous 1 Next Last

FILE COPY

\$3,526,939.33
ORIGINAL

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

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

**SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES
ASSESSMENT DISTRICT - 2018**

PROJECT NO. 8108

MUNIS NO. 11745

IN

MADISON, DANE COUNTY, WISCONSIN

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

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8108**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: sms

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018
CONTRACT NO.:	8108
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MARCH 16, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MARCH 15, 2018
BID SUBMISSION (2:00 P.M.)	MARCH 22, 2018
BID OPEN (2:30 P.M.)	MARCH 22, 2018
PUBLISHED IN WSJ	MARCH 8 & MARCH 15, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, 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 - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.

- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8108

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

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

SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, replacing sanitary and storm sewer, water main, removing and replacing concrete curb and gutter, sidewalk and drive aprons, excavation cut, crushed aggregate base course, and asphalt pavement as noted in the specifications and on the plans.

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

Richard Street – Walter Street to Schenk Street and Schenk Street from Tulane Avenue to Milwaukee Street

Work shall include replacing the sanitary sewer, water main and new storm sewer. Curb & gutter, drive aprons and sidewalks shall be replaced where necessary to facilitate the storm sewer, water main and sanitary sewer or are in poor condition. Both Richard Street and Schenk Street shall be reconstructed with full street excavation within the project limits. New 12" crushed aggregate base course, new curb and gutter and the street will be paved with 1.75" Bituminous lower layer, 4 LT 58-28S and 1.75" Bituminous upper layer, 4 LT 58-28S.

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

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

SECTION 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The following addresses have requested accommodations for special needs or disabilities. **Access shall be maintained to these residences at all times:**

**3534 Richard Street
114 Schenk Street
16 Schenk Street**

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

Coordination with the Madison Metropolitan School District

Schenk Elementary and Whitehorse Middle Schools are within the project limits which will need access on at least one of the streets, either Richard Street or Schenk Street while school is in session during the project. The School year ends on June 8th and begins on September 4th, 2018. Summer school will be in session from June 18 – July 27. The Contractor shall coordinate all work with the school district.

The MMSD school Districts contact to coordinate the work is:

Chad Wiese, Director of Building and Technical Services
Office: 608-204-7909
Mobile: 608-213-2825
cwiese@madison.k12.wi.us

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

Madison Gas & Electric (Gas)

John Wichern; office (608) 252-1563, jwichern@mge.com

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan to the office of the City Traffic Engineer, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall be sent to jnash@cityofmadison.com. The Traffic Control Plan shall include any necessary signing and phasing schedule with the dates of lane closures. The Traffic Engineering Division will assist the contractor in determining acceptable lane closures and detours (if needed), if the preliminary Traffic Control plan is submitted to the office of the City Traffic Engineer, at least 10 working days prior to the pre-construction meeting.

Final paving shall be done on a weekend or when school is not in session.

Schenk Street may be closed to through traffic for the duration of the project. At the intersection of Schenk Street and Tulane Avenue, two way traffic shall be maintained with the use of a flagger when work is being done here. Overnight and when work is not occurring at this intersection, the intersection shall be fully open to traffic on a hard surface.

At the intersection of Schenk Street and Milwaukee Street, the southern eastbound traffic lane on Milwaukee Street may be closed for a period of time up to seven calendar days. Outside of these seven days, the intersection shall be fully open to traffic on a hard surface.

Richard Street may be closed to through traffic for the duration of the project at the project limits.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all

signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

The 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, one working day prior to placement of the plates.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11. Tubular markers used to shift traffic and placed between traffic operating in the same direction shall be white in color with yellow reflective tape.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

All temporary inlet or structure plating for traffic control phasing shall be considered incidental to the traffic control bid item.

Maintain Access to all properties along the project at all times. This includes local residents, businesses and emergency vehicles. Notify residents and businesses in writing at least 72 hours prior to restricting access or closing any driveway.

Contractor shall place portable changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction. Contractor shall locate the portable changeable message boards as directed by the Engineer.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4:00 P.M. on Thursday for any such work to be done on the following Monday. Notify Madison Metro one week prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Tim Sobota (608) 261-4289.

Maintain sidewalk on one side at all times and both sides whenever possible. If sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open and that all crosswalks at the end of the closed sidewalk block are fully open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. All sidewalk work on Richard Street between Walter Street and Schenk Street as well as the sidewalk work on Schenk Street between Tulane Avenue and Richard Street shall be completed by September 4, 2018.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

Contractor is responsible for obtaining and installing temporary no parking signs to facilitate traffic control plan or as necessary to complete the work within the contract. The contractor shall contact John Villareal with the City of Madison Parking Utility (608-267-8756) at least 3 working days prior to needing the signs. Contractor shall post signs in accordance with the City of Madison Police Department Guidelines for temporary no parking restrictions for construction or special events. The guidelines can be found at the link listed below. This shall be considered incidental to the traffic control lump sum bid item.

http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment. The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of seven working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the construction engineer that permanent signing is in place and temporary traffic control may be removed.

Contact Jeremy Nash, Traffic Engineering Division, jnash@cityofmadison.com, 266-6585, with any questions concerning these traffic control specifications.

SECTION 108.2 **PERMITS**

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

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

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

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

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

SECTION 109.2 **PROSECUTION OF THE WORK**

The Contractor may begin work on or before May **29, 2018**. The time of completion shall be **October 31, 2018**. All work on Richard Street from Walter Street to Schenk Street and Schenk Street from Tulane Avenue to Richard Street shall be complete with all concrete work, terrace restoration and binder by **August 27, 2018**.

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

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

BID ITEM 20336 – PIPE PLUG

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

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

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

SECTION 210.1(d) STREET SWEEPING

When required, either by the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment, hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

Timely action regarding the maintenance of erosion control practices is critical to compliance with the City of Madison's land disturbance permits as issued both by the WDNR and the City. To allow the City to be assured of compliance with these permits, and federal, state and local laws, the Contractor shall be required to proceed in the following manner with regard to the maintenance of these practices.

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

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

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

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

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

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

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

ARTICLE 500 SEWERS AND SEWER STRUCTURES

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

SANITARY SEWER GENERAL

This project consists of the installation of 580' of 8" SDR-26, 1972' of 10" SDR-26, and 1028' of 15" SDR-26 pipe. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

It is advised that the Contractor visit the site prior to bidding to determine the type of trench protection that will be necessary for the sanitary sewer main installation.

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

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

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

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include removing, salvaging, replacing, newly installing and/or protecting the existing storm sewer system to install the sanitary sewer.

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

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

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

SECTION 502.1(c) DEWATERING

DEWATERING

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

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

BID ITEM 50202 TYPE II DEWATERING

Groundwater Control

Groundwater is expected to be encountered during excavation for the sanitary sewer. The Contractor shall be responsible for managing both groundwater and surface water throughout the construction site. This shall include management of contaminated groundwater if encountered.

The Contractor shall manage storm water and groundwater in accordance with WDNR permits and regulations. If high-capacity dewatering, or Type II Dewatering, is required, the Contractor shall be responsible for obtaining the necessary WDNR permits. Payment for work, equipment, materials, and incidentals necessary to manage Type I Dewatering shall be considered incidental to the construction activity being performed at the time (i.e. sanitary sewer installation, water main installation, etc.). This shall include the appropriate management of any contaminated groundwater. Payment for work, equipment, materials, and incidentals necessary to manage Type II Dewatering shall be included in this item. This shall include the appropriate management of any contaminated groundwater. The contractor shall provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. Prepare a dewatering plan and submit it to the engineer

for review and approval prior to starting dewatering operations. The plan shall include a description of the proposed dewatering methods and maps or drawings indicating the location of the dewatering facilities and points of surface discharge of the water.

The contractor is solely responsible for choosing a method of water control that is compatible with the constraints defined. The contractor is responsible for the adequacy of the water control system and will take all necessary measures to insure that the water control operation will not endanger or damage any existing adjacent utility or structure.

The contractor shall design, install and operate the method or methods of water control in such a manner as to provide satisfactory working conditions and to maintain the progress of work. Design the methods and systems so as to avoid settlement or damage to adjacent property in accordance with the applicable legislative statutes and judicial decisions of the State of Wisconsin. All required pumping, drainage and disposal of water will be done without damage to adjacent property or structures, or to the operations of other contractors and without interference with the access rights of public or private parties.

Review and approval of the dewatering plan does not relieve the contractor of the dewatering requirements stated in these specifications. The engineer assumes no liability for the performance or safety of the dewatering system.

The contractor shall comply with all local ordinances and state statutes for the disposal of water from dewatering operations. Further, it is the contractor's responsibility to contact the Wisconsin Department of Natural Resources Private Water Supply Section prior to construction for dewatering discharge requirements and permits and to comply with all conditions of the Department of Natural Resources. In accordance with Paragraph 144.025(2)(e), Wisconsin Statutes, permits are required for all groundwater control wells that singly or in aggregate produce 70 or more gallons per minute. All wells shall be drilled and sealed in accordance with requirements of the WDNR for installing and abandoning wells. The contact for obtaining well permits is:

Wisconsin Department of Natural Resources
Private Water Supply Section
Box 7921
Madison, Wisconsin 53707
608.261.6421
<http://dnr.wi.gov/topic/Wells/dewatering.html>

The contractor shall file a copy of the permit with the owner 48 hours prior to commencement of any dewatering.

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

BID ITEM 50353 - SANITARY SEWER LATERAL

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

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

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

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

BID ITEM 50356 - RECONNECT SANITARY LATERAL

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used (SDR 26). Beyond 5 feet shall be paid for separately per Bid Item 50353 SANITARY SEWER LATERAL.

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

BID ITEM 50390 - SEWER ELECTRONIC MARKERS

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

BID ITEM 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

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

METHOD OF MEASUREMENT

EXTERNAL JOINT SEAL shall be measured by each structure installation acceptably completed.

BASIS OF PAYMENT

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

BID ITEM 90030 –3' x 3' SAS - MODIFIED

DESCRIPTION

This item shall include all work necessary to provide and install 3' x 3' SAS on top of the proposed 8' x 4' box culvert. The box culvert shall have a 2'x2' opening cut into the top of the box section and standard 3'x3' SAS (with no floor) shall be provided on top of the vertical tap and sealed with mastic. The SAS shall be per City of Madison Standard Specification for Public Works Construction for a storm sewer access structure.

METHOD OF MEASUREMENT

3' x 3' SAS - Modified shall be measured by each unit completed in place and satisfactorily installed.

BASIS OF PAYMENT

3' x 3' SAS – Modified, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90031– STORM BOX END

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to plug or cap the end of the 8'x4' box culvert at Richard Street and Schenk Street. The end shall be precast concrete or constructed of steel plates and/or concrete to close the new box culvert system. The end piece shall be approved by the Engineer. The Contractor shall seal the box culvert with a water tight seal. This item will include any structural steel needed to reinforce the box end piece.

MEASUREMENT AND PAYMENT

Storm Box End will be measured by the unit measurement of each, which price shall be full compensation for furnishing all materials including reinforcement steel, steel plates and concrete; for installation and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90032 – REMOVE STORM BOX END

DESCRIPTION

Work under this item shall include all labor, materials, and incidentals required to remove the cap the end of the 8'x4' box culvert at Richard Street and Walter Street. The existing box end may be constructed with a combination of the following materials: steel plate and/or steel rebar and concrete.

MEASUREMENT AND PAYMENT

Remove Storm Box End will be measured by the unit measurement of each, which price shall be full compensation for all labor, tools, equipment and incidentals necessary to complete the work.

SECTION 701

PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing ductile iron water main and fittings on Schenk Street and Richard Street within the project limits. The project also includes abandoning existing water main including water valves water and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new

water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Special Water Service Outage Notification

Provide a minimum of (4) working-day notice to Madison Metropolitan School District for all outages to Schenk Elementary School and Whitehorse Middle School at 230 Schenk Street:

Primary Contact: Mike MacDonald, MMSD Facilities Manager. (608) 220-2479

Secondary Contact: Chad Wiese, MMSD Director of Building Services (608) 213-2825

Water Service Outage Restrictions

Water service outages to Schenk Elementary School and Whitehorse Middle School may ONLY occur during the following timeframes:

- **Weekends or school holidays**
- **June 12-15**
- **June 18-July 27 AFTER 12pm.**
- **July 30-August 24**

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

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

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

Water Service Lateral Installation to Schenk/Whitehorse Schools

The new 8-in water service lateral to Schenk/Whitehorse Schools is located off Schenk Street at approximately Station 33+68 on the south end of the driveway into one of the school parking lots. The following conditions are required during installation of the proposed lateral:

- Maintain at least one-way traffic through the school driveway
- Install a temporary hydrant or approved blow-off device for flushing and testing as shown in the plan set
- Plate and/or barricade the temporary flushing device and open excavations to maintain safe conditions for pedestrians and school children
- Support the existing 24-in storm pipe located at approximately 25-ft Offset Left as required to install the service lateral beneath it. Repair any damage at no cost to the City.

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

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

BID ITEM 90001 – 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 90002 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

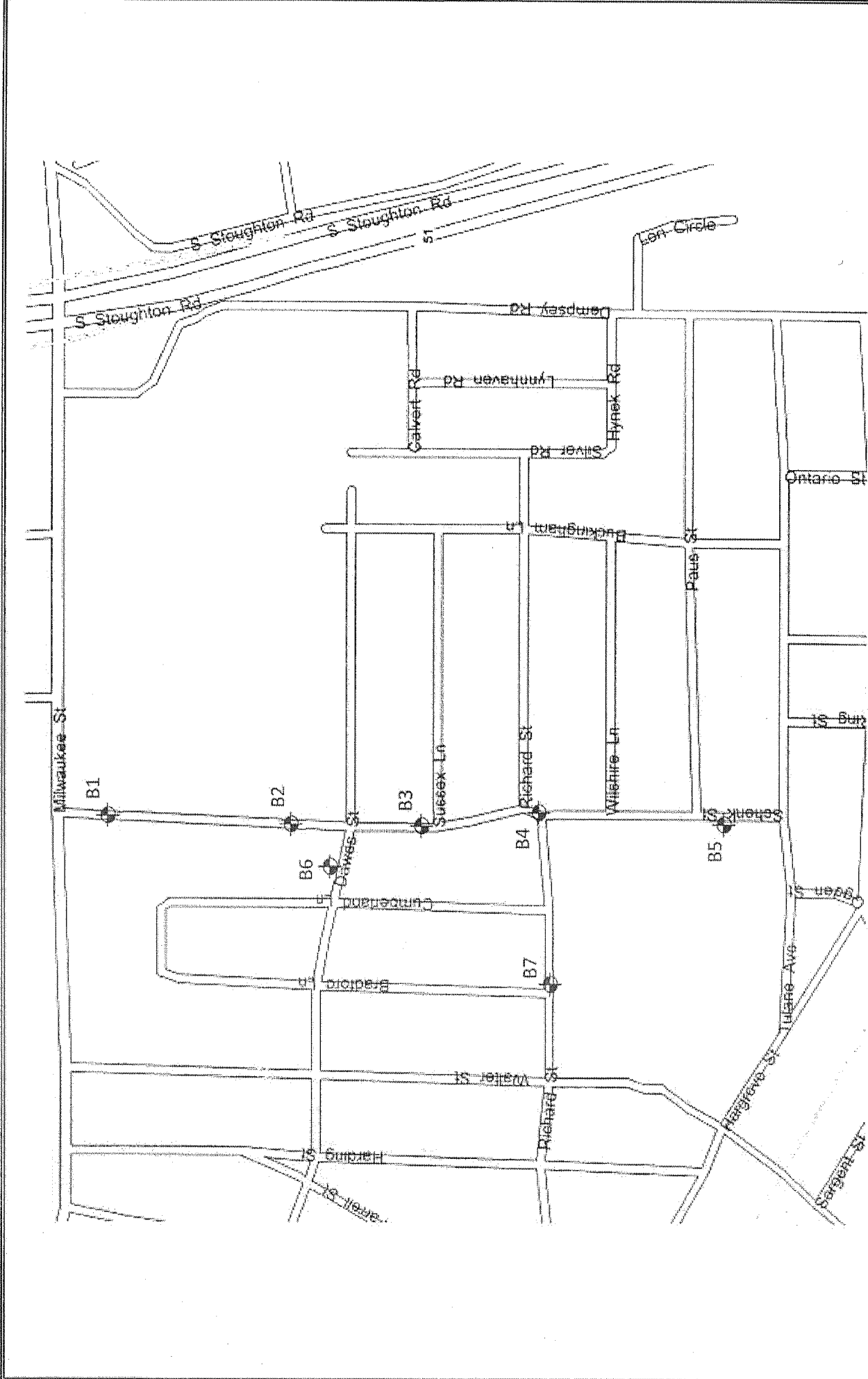
This bid item includes all work, materials, equipment and labor necessary to install Traffic Control Flexible Tubular Marker Bases. All work under this bid item shall be in accordance with Section 633 of the current edition of the WISDOT standard specs.

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 posts will be paid at the contract unit price, which shall be full compensation for all work as provided in the description.



Legend

Denotes Boring Location



Scale: Reduced

Notes

1. Soil borings performed by Badger State Drilling in October 2017
2. Boring locations are approximate.



Date:
10/2017
Job No.
C17051-29

Soil Boring Location Plan
Schenk Street Area
Madison, WI

LOG OF TEST BORING



Project Schenk Street Area
 Schenk: 155'S of Milwaukee, 8'E of CL
 Location Madison WI

Boring No. 1
 Surface Elevation (ft) 858±
 Job No. C17051-29
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
				5	X	5 in. Asphalt Pavement/4 in. Base Coarse				
1	2	M		50/3"	□	FILL: Brown Coarse Crushed Aggregate to 1.5 ft				
				11	□	Medium Stiff, Gray Clay with occasional Sand and Gravel to 6.5 ft				
2	10	M		11	□	(0.75)				
				24	□	Medium Dense to Dense, Light Brown to Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
3	16	M		24	□					
				45	□					
4	18	M/W		45	□					
				41	▽					
5	16	W		41	□					
				35	□					
6	18	W		35	□					
				15		End Boring at 15 ft				
				20		Borehole backfilled with bentonite chips and asphalt patch				
						(N 43° 05.866', W 89° 19.389')				

WATER LEVEL OBSERVATIONS	
While Drilling ∇ <u>11:05</u>	Upon Completion of Drilling _____
Time After Drilling <u>10:00</u>	_____
Depth to Water _____	_____
Depth to Cave in _____	_____

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

GENERAL NOTES	
Start <u>10/4/17</u>	End <u>10/4/17</u>
Driller <u>BSD</u> Chief <u>MC</u>	Rig <u>CME-55</u>
Logger <u>MG</u> Editor <u>ESF</u>	
Drill Method <u>2.25" HSA; Autohammer</u>	



LOG OF TEST BORING

Project Schenk Street Area
 Location Schenk: 175'N of Dawes, 12'E of CL
Madison WI

Boring No. 2
 Surface Elevation (ft) 859±
 Job No. C17051-29
 Sheet 1 of 1

2921 Parry Street, Madison, WI 53713 (608) 286-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	TYPE (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5	5 in. Asphalt Pavement/7 in. Base Coarse				
1	14	M	8		8	(0.75)				
					18	Stiff, Brown Lean CLAY, Trace to Little Sand (CL)				
2	16	M	18		18	(1.75)				
					10	Loose to Medium Dense, Brown to Light Brown Fine to Medium SAND, Little to Some Silt and Gravel, Trace Clay (SP-SM/SM)				
3	14	M	10		10					
					21	Medium Dense, Brown Silty Fine SAND, Trace to Little Clay (SM)				
4	16	M	21		21					
					17	Medium Dense, Light Brown to Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
5	14	W	17		17					
					21	Medium Dense, Light Brown to Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)				
6	18	W	21		21					
					15	End Boring at 15 ft				
					Borehole backfilled with bentonite chips and asphalt patch					
					(N 43° 05.759', W 89° 19.400')					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽	Time After Drilling	12:00	Upon Completion of Drilling	Start	10/4/17	End	10/4/17	
Depth to Water		Depth to Cave in			Driller	BSD	Chief	MC	Rig CME-55
					Logger	MG	Editor	ESF	
					Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Schenk Street Area
 Schenk: 80'N of Sussex, 12'E of CL
 Location Madison WI

Boring No. 3
 Surface Elevation (ft) 861±
 Job No. C17051-29
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	w	LL	PL	LI
					5 in. Asphalt Pavement/7 in. Base Coarse					
1	8	M	26		Medium Dense to Loose, Brown to Light Brown Fine to Medium SAND, Little to Some Silt and Gravel, Trace Clay (SP-SM/SM - Possible Fill to 3 ft)					
2	12	M	9							
3	12	M	11		Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
4	12	M	14							
5	12	M	15							
6	14	W	11							
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					(N 43° 05.686', W 89° 19.394')					

WATER LEVEL OBSERVATIONS

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

GENERAL NOTES

Start 10/4/17 End 10/4/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Schenk Street Area
 Location Schenk: 85'S of Richard (E) 12'E of CL
Madison WI

Boring No. 4
 Surface Elevation (ft) 857±
 Job No. C17051-29
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					X	5 in. Asphalt Pavement/8 in. Base Coarse				
1	10	M	9		/	Stiff, Brown Lean CLAY (CL)				
2	18	M	13		/	(1.75)				
				5	/					
3	12	M	27		-	Medium Dense, Brown to Light Brown Fine to Medium SAND, Little to Some Silt and Gravel, Trace Clay (SP-SM/SM)				
4	12	M	35		-	Dense to Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)				
5	14	W	17	10	-					
6	18	W	22		-					
				15		End Boring at 15 ft				
						Borehole backfilled with bentonite chips and asphalt patch				
						(N 43° 05.607', W 89° 19.387')				
				20						

WATER LEVEL OBSERVATIONS

While Drilling ∇ 10.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/4/17 End 10/4/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Schenk Street Area
 Schenk: 60'S of Paus, 12'W of CL
 Location Madison WI

Boring No. 5
 Surface Elevation (ft) 855±
 Job No. C17051-29
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7897

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qa) (tsf)	W	LL	PL	LI
					3.5 in. Asphalt Pavement/ 6 in. Concrete Pavement/5 in. Base Coarse					
1	12	M		10	Very Stiff, Brown Lean CLAY, Some Sand (CL) (Possible Fill)	(2.25)				
2	10	M		10	Very Soft, Gray Lean Clay, Trace Sand (CL)	(<0.2)				
3	16	M/W		9	Loose, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
4	12	W		13	Medium Dense, Brown to Gray Fine SAND, Little to Some Silt and Gravel, Trace Clay (SP-SM/SM)					
5	18	W		18						
6	18	W		17						
				15	End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					(N 43° 05.507', W 89° 19.402')					

WATER LEVEL OBSERVATIONS

While Drilling ∇ 8.0' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/4/17 End 10/4/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

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



LOG OF TEST BORING

Project Schenk Street Area
 Dawes: 170'W of Schenk, 10'N of CL
 Location Madison WI

Boring No. 6
 Surface Elevation (ft) 859±
 Job No. C17051-29
 Sheet 1 of 1

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

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	DEPTH (ft)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
					0	4 in. Asphalt Pavement/8 in. Base Coarse					
1	6	M	16		1	Very Stiff, Brown Lean CLAY (CL)	(2.75)				
					2	Very Loose to Loose, Brown to Dark Brown Fine to Coarse Sand, Some Silt and Clay, Trace to Little Gravel (SM/SC)					
					3	Medium Dense, Brown to Light Brown Fine to Medium SAND, Little to Some Silt and Gravel, Trace Clay (SP-SM/SM)					
					4						
					5	Medium Dense, Light Brown to Brown Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
					6						
					15	End Boring at 15 ft Borehole backfilled with bentonite chips and asphalt patch (N 43° 05.730', W 89° 19.440')					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	▽ 11.0'	Upon Completion of Drilling			Start	10/4/17	End	10/4/17	
Time After Drilling					Driller	BSD	Chief	MC	Rig CME-55
Depth to Water				▽	Logger	MG	Editor	ESF	
Depth to Cave in					Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



LOG OF TEST BORING

Project Schenk Street Area
 Location Richard: 50'E of Bradford, 10'S of CL
Madison WI

Boring No. 7
 Surface Elevation (ft) 857±
 Job No. C17051-29
 Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 298-4100, FAX (608) 298-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES				
No.	Rec (in.)	Moist	N	Depth (ft)		qu (qs)	W	LL	PL	LI
					4.5 in. Asphalt Pavement/6 in. Base Coarse					
1	18	M	16		Medium Dense, Brown Clayey Fine SAND (SC)					
2	16	M	20		Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace Silt (SP)					
3	14	M	17		Medium Dense, Light Brown to Brown. Fine to Medium SAND, Trace to Little Silt and Gravel (SP/SP-SM)					
4	16	M/W	28							
5	18	W	38		Dense Near 12 ft.					
6	16	W	21		Medium Dense, Brown Silty Fine SAND, Trace to Little Clay (SM)					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch					
					(N 43° 05.600', W 89° 19.524')					

WATER LEVEL OBSERVATIONS

While Drilling 10.5' Upon Completion of Drilling _____
 Time After Drilling _____
 Depth to Water _____
 Depth to Cave in _____

GENERAL NOTES

Start 10/4/17 End 10/4/17
 Driller BSD Chief MC Rig CME-55
 Logger MG Editor ESF
 Drill Method 2.25" HSA; Autohammer

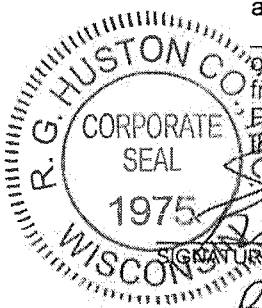
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8108**

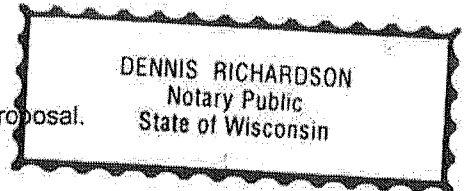
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of R.G. HUSTON CO., INC. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WISCONSIN; a partnership consisting of _____; of the City of _____ State _____ of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



SIGNATURE
BRAD HUSTON - PRESIDENT
TITLE, IF ANY

Sworn and subscribed to before me this 22 day of March, 2018
[Signature]
(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 8108 – R. G. Huston Co., Inc.

Section F: Best Value Contracting (BVC)

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

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

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

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

Schenk Street and Richard Street Resurfacing with Utilities
Assessment District - 2018
CONTRACT No. 8108

Small Business Enterprise Compliance Report

Cover Sheet

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

Prime Bidder Information:

Company: R.G. Huston Company, Inc.

Address: 2561 Coffeytown Road
Cottage Grove, WI 53527

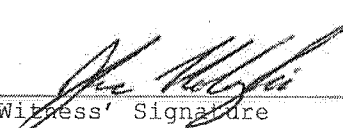
Telephone Number: (608) 255-9223

Fax Number: (608) 839-5936

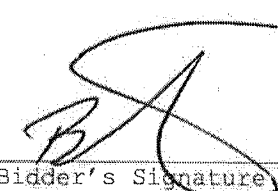
Contact Person/Title: Brad Huston, President

Prime Bidder Certification:

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



Witness' Signature



Bidder's Signature



3-22-18

Date

**Schenk Street and Richard Street Resurfacing with Utilities
Assessment District - 2018
CONTRACT No. 8108**

Small Business Enterprise Compliance Report

Summary Sheet

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

SBE SUBCONTRACTORS WHO ARE NOT SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
ASTI	Sawcut	0.02%
Bullet	Trucking	4.00%

Subtotal SBE who are not suppliers: 4.02 %

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

<u>Name(S) of SBEs Utilized</u>	<u>Type of Work</u>	<u>% of Total Bid Amount</u>
---------------------------------	---------------------	------------------------------

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

Total Percentage of SBE Utilization: 4.02 %

SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8108

DATE: 3/22/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$6,700.00	\$6,700.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	14.00	\$20.00	\$280.00
10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE MESSAGE -	14.00	\$80.00	\$1,120.00
10801.0 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F.	220.00	\$4.00	\$880.00
10802.0 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	220.00	\$4.00	\$880.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$172,000.00	\$172,000.00
20101.0 - EXCAVATION CUT - C.Y.	7275.00	\$19.00	\$138,225.00
20219.0 - BREAKER RUN - TON	1825.00	\$5.60	\$10,220.00
20221.0 - TOPSOIL - S.Y.	5365.00	\$4.60	\$24,679.00
20302.0 - SAWCUT CONCRETE FULL DEPTH - L.F.	95.00	\$3.00	\$285.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	335.00	\$1.25	\$418.75
20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	570.00	\$6.20	\$3,534.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	6950.00	\$2.80	\$19,460.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	27655.00	\$1.30	\$35,951.50
20401.0 - CLEARING - I.D.	185.00	\$24.00	\$4,440.00
20403.0 - GRUBBING - I.D.	230.00	\$16.00	\$3,680.00
20701.0 - TERRACE SEEDING - S.Y.	5365.00	\$1.80	\$9,657.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	5365.00	\$1.45	\$7,779.25
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	6730.00	\$13.40	\$90,182.00
30208.0 - HAND FORMED CURB AND GUTTER - L.F.	220.00	\$30.00	\$6,600.00
30209.0 - SPECIAL WATERWAY - S.F.	690.00	\$8.50	\$5,865.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	14900.00	\$5.10	\$75,990.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	12755.00	\$5.75	\$73,341.25
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	400.00	\$28.00	\$11,200.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	4500.00	\$16.00	\$72,000.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 -	5335.00	\$16.00	\$85,360.00
40202.0 - HMA PAVEMENT 4 LT 58-28S - TON	2685.00	\$61.85	\$166,067.25
40218.0 - TACK COAT - GAL	1225.00	\$0.50	\$612.50
40410.0 - CONCRETE SPEED HUMP - S.Y.	415.00	\$75.50	\$31,332.50
60970.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, LINE, 4-	100.00	\$1.00	\$100.00
60975.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, LINE,	50.00	\$7.00	\$350.00
90001.0 - Traffic Control Flexible Tubular Marker Posts - EACH	15.00	\$20.00	\$300.00
90002.0 - Traffic Control Flexible Tubular Marker Bases - EACH	15.00	\$6.00	\$90.00
20217.0 - CLEAR STONE - TON	800.00	\$11.80	\$9,440.00
21001.0 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM	1.00	\$750.00	\$750.00
21002.0 - EROSION CONTROL INSPECTION - EACH	8.00	\$200.00	\$1,600.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	3.00	\$530.00	\$1,590.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	8.00	\$300.00	\$2,400.00
21017.0 - SILT SOCK (8INCH) - COMPLETE - L.F.	100.00	\$3.50	\$350.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$7,500.00	\$7,500.00
21032.0 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	24.00	\$70.00	\$1,680.00
21033.0 - INLET PROTECTION TYPE C - MAINTAIN - EACH	24.00	\$40.00	\$960.00
21034.0 - INLET PROTECTION TYPE C - REMOVE - EACH	24.00	\$40.00	\$960.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL -	29.00	\$115.00	\$3,335.00
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	29.00	\$60.00	\$1,740.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	29.00	\$60.00	\$1,740.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	573.00	\$76.50	\$43,834.50
50741.0 - TYPE H INLET - EACH	23.00	\$1,810.00	\$41,630.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	3.00	\$860.00	\$2,580.00
20313.0 - REMOVE INLET - EACH	24.00	\$425.00	\$10,200.00
20314.0 - REMOVE PIPE - L.F.	716.00	\$25.80	\$18,472.80
20336.0 - PIPE PLUG - EACH	4.00	\$440.00	\$1,760.00
40362.0 - ADJUST ACCESS STRUCTURE CASTING - RESURFACING - EACH	4.00	\$1,450.00	\$5,800.00
50202.0 - TYPE II DEWATERING - LUMP SUM	1.00	\$100.00	\$100.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	1290.00	\$0.01	\$12.90
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	61.50	\$79.20	\$4,870.80
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	128.00	\$82.10	\$10,508.80

SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018

CONTRACT NO. 8108

DATE: 3/22/18

R.G. Huston Co., Inc.

Item	Quantity	Price	Extension
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	26.00	\$90.50	\$2,353.00
50501.0 - 8'X4'ASTM C-1433 BOX CULVERT INSTALLATION - L.F.	1049.00	\$605.20	\$634,854.80
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$3,335.00	\$3,335.00
50763.1 - TERRACE INLET TYPE 2 - EACH	2.00	\$6,200.00	\$12,400.00
50763.2 - TERRACE INLET TYPE 3 - EACH	2.00	\$4,335.00	\$8,670.00
50792.0 - STORM SEWER TAP - EACH	4.00	\$1,335.00	\$5,340.00
50801.0 - UTILITY LINE OPENING - EACH	12.00	\$605.00	\$7,260.00
90030.0 - 3'X3' STORM SAS - MODIFIED - EACH	5.00	\$2,015.00	\$10,075.00
90031.0 - STORM BOX END - EACH	1.00	\$3,130.00	\$3,130.00
90032.0 - REMOVE STORM BOX END - EACH	1.00	\$800.00	\$800.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	14.00	\$860.00	\$12,040.00
20314.0 - REMOVE PIPE - L.F.	460.00	\$25.80	\$11,868.00
50103.0 - RECONSTRUCT BENCH & FLOWLINES - EACH	1.00	\$600.00	\$600.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$100.00	\$100.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	6103.00	\$0.01	\$61.03
50301.0 - 8" PVC SEWER PIPE - L.F.	580.00	\$126.40	\$73,312.00
50302.0 - 10" PVC SEWER PIPE - L.F.	1972.00	\$125.50	\$247,486.00
50304.0 - 15" PVC SEWER PIPE - L.F.	1028.00	\$134.40	\$138,163.20
50353.0 - SANITARY SEWER LATERAL - L.F.	2527.00	\$15.50	\$39,168.50
50356.0 - RECONNECT - EACH	71.00	\$3,345.00	\$237,495.00
50361.0 - WASTEWATER CONTROL - EACH	1.00	\$24,500.00	\$24,500.00
50390.0 - SEWER ELECTRONIC MARKERS - EACH	160.00	\$50.00	\$8,000.00
50701.0 - 4' DIA SAS - EACH	12.00	\$3,335.00	\$40,020.00
50702.0 - 5' DIA. SANITARY SAS - EACH	7.00	\$4,400.00	\$30,800.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	19.00	\$345.00	\$6,555.00
50783.0 - 8 INCH SANITARY SEWER INSIDE DROP - V.F.	29.00	\$343.00	\$9,947.00
50791.0 - SANITARY SEWER TAP - EACH	9.00	\$1,000.00	\$9,000.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	19.00	\$415.00	\$7,885.00
50802.0 - CONCRETE SUPPORTS - EACH	1.00	\$1,860.00	\$1,860.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	210.00	\$121.80	\$25,578.00
70003.0 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	3900.00	\$102.70	\$400,530.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	16.00	\$1,440.00	\$23,040.00
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	13.00	\$1,850.00	\$24,050.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	8.00	\$3,590.00	\$28,720.00
70041.0 - RELOCATE HYDRANT - EACH	1.00	\$1,750.00	\$1,750.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	12.00	\$3,900.00	\$46,800.00
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	63.00	\$1,980.00	\$124,740.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	9.00	\$2,400.00	\$21,600.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	2.00	\$1,180.00	\$2,360.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	3.00	\$850.00	\$2,550.00
70090.0 - ABANDON WATER VALVE BOX - EACH	14.00	\$142.00	\$1,988.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	144.00	\$12.50	\$1,800.00
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	4.00	\$240.00	\$960.00
100 Items	Totals		\$3,526,939.33



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Gregory T. Fries, P.E.
Kathleen M. Cryan
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

R.G. Huston Co., Inc.

(a corporation of the State of Wisconsin)
(individual), (partnership), (hereinafter referred to as the "Principal") and
Travelers Casualty and Surety Company of America

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

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

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

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

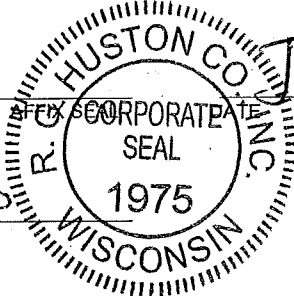
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

PRINCIPAL

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

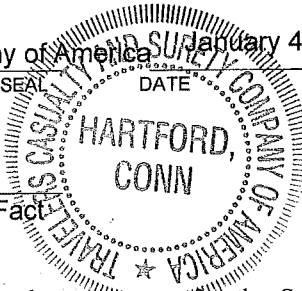


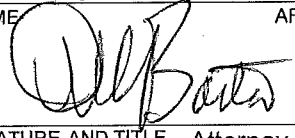
January 8, 2018

By: 
SIGNATURE AND TITLE

SURETY

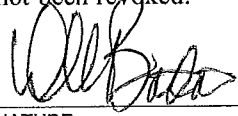
Travelers Casualty and Surety Company of America
COMPANY NAME AFFIX SEAL DATE January 4, 2018



By: 
SIGNATURE AND TITLE Attorney-in-Fact

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

January 4, 2018
DATE


AGENT SIGNATURE

20975 Swenson Drive - Suite 175
ADDRESS

Waukesha, Wisconsin 53186
CITY, STATE AND ZIP CODE

262-317-8044
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269866

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

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

of the City of Milwaukee/Waukesha, State of Wisconsin, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2017.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 19th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

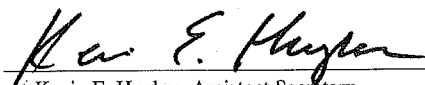
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

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


Kevin E. Hughes, Assistant Secretary



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

SECTION H: AGREEMENT

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

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted **MAY 1, 2018**, 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:

SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES ASSESSMENT DISTRICT - 2018 CONTRACT NO. 8108

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 **THREE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED THIRTY-NINE AND 33/100 (\$3,526,939.33)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal,
and Travelers Casualty and Surety Company of America
Company of Connecticut as surety, are held and firmly bound unto the City of
Madison, Wisconsin, in the sum of **THREE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND NINE
HUNDRED THIRTY-NINE AND 33/100 (\$3,526,939.33)** 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:

**SCHENK STREET AND RICHARD STREET RESURFACING WITH UTILITIES
ASSESSMENT DISTRICT - 2018
CONTRACT NO. 8108**

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 2nd day of May, 2018

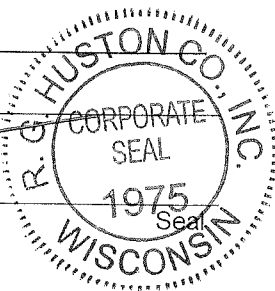
Countersigned:

[Signature]
Witness

[Signature]
Secretary

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

[Signature]
President



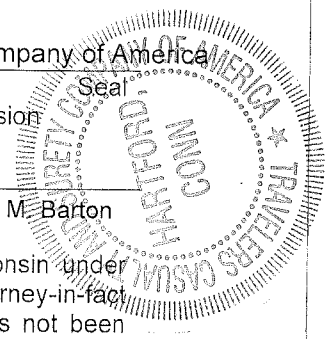
Approved as to form:

[Signature]
City Attorney

Travelers Casualty and Surety Company of America
Surety

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 2018, and appointed as attorney-in-fact
with authority to execute this payment and performance bond which power of attorney has not been
revoked.

May 2, 2018
Date

[Signature]
Agent Signature



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

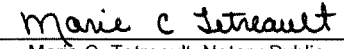
By: 
Robert L. Raney, Senior Vice President

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

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

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




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **2nd** day of **May**, 2018




Kevin E. Hughes, Assistant Secretary

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

RUSH

Contract Routing Form

ROUTING: ~~Routing~~ printed on: 05/04/2018

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

Project: Schenk Street and Richard Street Resurfacing with Utilities
Assessment District - 2018

Contract No.: 8108 File No.: 51205
Enactment No.: RES-18-00329 Enactment Date:
Dollar Amount: 3,526,939.33

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk		
Director of Civil Rights		
Risk Manager		
Finance Director		
City Attorney		
Mayor		

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

Original + 2 Copies