

Contract Routing Form

printed on: 07/09/2019

ROUTING: Urgent Rush

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

Project: Davidson St., Dempsey Rd., Maher Ave., Park Ct., Drexel Ave.,  
, Lake Edge Blvd Assess Dist 2019

Contract No.: 8305  
Enactment No.: RES-19-00489  
Dollar Amount: 1,485,400.00

File No.: 56227  
Enactment Date: 07/05/2019

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7-9-19	7-9-19
Director of Civil Rights	7/9/19	7/12/19
Risk Manager	7.12.19	7.12.19 mcr
Finance Director	7.12.19	7/12/19 mcr
City Attorney	833   7-12-2019	7-15-19
Mayor	07.15.19	7.19.19

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

Original + 2 Copies

07/09/2019 09:07:50 enjls - Glen Yoerger 261-9177

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



Legislation Details (With Text)

**File #:** 56227      **Version:** 1      **Name:** Awarding Public Works Contract No. 8305, Davidson Street, Dempsey Road, Maher Avenue, Park Court, Drexel Avenue, and Lake Edge Boulevard Assessment District - 2019.

**Type:** Resolution      **Status:** Passed

**File created:** 6/7/2019      **In control:** Engineering Division

**On agenda:** 7/2/2019      **Final action:** 7/2/2019

**Enactment date:** 7/5/2019      **Enactment #:** RES-19-00489

**Title:** Awarding Public Works Contract No. 8305, Davidson Street, Dempsey Road, Maher Avenue, Park Court, Drexel Avenue, and Lake Edge Boulevard Assessment District - 2019. (15th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. Contract 8305.pdf

Date	Ver.	Action By	Action	Result
7/2/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
6/19/2019	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
6/7/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the reconstruction of Davidson Street, Dempsey Road, Maher Avenue, Park Court, Drexel Avenue, and Lake Edge Boulevard for a total estimated cost of \$1,604,230. Funding for the project is provided by the adopted 2019 capital budget via the Reconstruction Streets capital program.

**MUNIS:**  
 Street Account : 11890-402-170 : \$ 539,920  
 Street Account (Storm) : 11890-402-174 : \$ 87,770  
 Storm Account: 11890-84-174 : \$ 214,270  
 Urban Storm Water Quality Account: 12196-84-174-84600 : \$7,610

Sanitary Account : 11890-83-173: \$ 430,720

Water Mains Account: 11890-86-179: \$ 323,940

Awarding Public Works Contract No. 8305, Davidson Street, Dempsey Road, Maher Avenue, Park Court, Drexel Avenue, and Lake Edge Boulevard Assessment District - 2019. (15th AD)  
 BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's**

SOR

**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. 8305) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8305  
DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE  
BOULEVARD ASSESSMENT DISTRICT - 2019

R. G. HUSTON CO., INC.

\$1,485,400.00

Acct. No. 11890-402-170: 54410 (91350)	\$499,923.55
Contingency 8%±	<u>39,996.45</u>
Sub-Total	\$539,920.00
Acct. No. 11890-402-174:54445 (91345)	\$81,265.00
Contingency 8%±	<u>6,505.00</u>
Sub-Total	\$87,770.00
Acct. No. 11890-84-174:54445 (91345)	\$198,402.66
Contingency 8%±	<u>15,867.34</u>
Sub-Total	\$214,270.00
Acct. No. 12196-84-174-84600:54445 (91345)	\$7,050.00
Contingency 8%±	<u>560.00</u>
Sub-Total	\$7,610.00
Acct. No. 11890-83-173:54445 (91345)	\$398,810.82
Contingency 8%±	<u>31,909.18</u>
Sub-Total	\$430,720.00
Acct. No. 11890-86-179:54445 (91360)	\$299,947.97
Contingency 8%±	<u>23,992.03</u>
Sub-Total	\$323,940.00
GRAND TOTAL	<u>\$1,604,230.00</u>

Jurisdiction: Wisconsin

### Demographics

**Company Name:** Travelers Casualty and Surety Company of America  
**SBS Company Number:** 54218780  
**Domicile Type:** Foreign  
**NAIC Group Number:** 3548 - Travelers Grp  
**Merger Flag:** Yes

**NAIC CoCode:** 31194  
**State of Domicile:** Connecticut  
**Organization Type:** Stock

**Short Name:**  
**FEIN:** 06-0907370  
**Country of Domicile:** United States  
**Date of Incorporation:** 07/18/1974

### Address

**Business Address**  
 1 TOWER SQ  
 HARTFORD, CT 06183  
 United States

**Mailing Address**  
 1 TOWER SQ  
 HARTFORD, CT 06183  
 United States

**Statutory Home Office Address**  
 1 TOWER SQ  
 HARTFORD, CT 06183  
 United States

**Main Administrative Office Address**  
 1 TOWER SQ  
 HARTFORD, CT 06183  
 United States

### Phone, Email, Website

**Phone**

Type	Number
Business Primary Phone	(860) 277-0111

**Email**

No results found.

**Website**

No results found.

### Company Type

**Company Type:** Property and Casualty  
**Status:** Active  
**Effective Date:** 07/01/1997  
**Issue Date:** 09/10/1975  
**Articles of Incorporation Received:** No

**Status Reason:**  
**Legacy State ID:** 110846  
**Approval Date:**  
**Article No:**

**Status Date:** 09/10/1975  
**Expiration Date:**  
**File Date:**  
**COA Number:**

### Appointments

Show 10 entries

Showing 1 to 2 of 4501 entries

Search bar: barton

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

Navigation: First Previous 1 Next Last

### Line Of Business

Show 10 entries

Showing 1 to 10 of 11 entries

Search bar: Filter

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

Navigation: First Previous 1 2 Next Last

### Contact

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

Company Merger

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

Companies Absorbed

Name Change History

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

\$1,485,400.00  
FILE

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

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL  
AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8305

MUNIS NO. 11890

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JULY 2, 2019

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8305**

**INDEX**

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS .....A-1  
SECTION B: PROPOSAL SECTION .....B-1  
SECTION C: SMALL BUSINESS ENTERPRISE ..... C-1  
SECTION D: SPECIAL PROVISIONS ..... D-1  
SECTION E: BIDDER'S ACKNOWLEDGEMENT .....E-1  
SECTION F: BEST VALUE CONTRACTING .....F-1  
SECTION G: BID BOND ..... G-1  
SECTION H: AGREEMENT..... H-1  
SECTION I: PAYMENT AND PERFORMANCE BOND .....I-1

This Proposal, and Agreement have  
been prepared by:

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



---

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

RFP: gy



# 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:	DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019
CONTRACT NO.:	8305
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	MAY 31, 2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	MAY 30, 2019
BID SUBMISSION (2:00 P.M.)	JUNE 6, 2019
BID OPEN (2:30 P.M.)	JUNE 6, 2019
PUBLISHED IN WSJ	MAY 23 & 30, 2019

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

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

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

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

#### STANDARD SPECIFICATIONS

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

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

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

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

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

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-

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

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

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

#### SECTION 102.4 PROPOSAL

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

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

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

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

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

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

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

#### MINOR DISCREPENCIES

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

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

Building Demolition

- 101  Asbestos Removal
- 120  House Mover

- 110  Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501  Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

## SECTION B: PROPOSAL

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

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

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

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

## **SECTION C: SMALL BUSINESS ENTERPRISE**

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

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

##### **2.1 Policy and Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2 Contract Compliance**

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

## 2.3 Certification of SBE by City of Madison

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

### **DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8305**

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

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

#### **SECTION 102.11 BEST VALUE CONTRACTING**

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

#### **ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT**

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53713) prior to 12:00 pm on Friday, July 5, 2019. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. The Payment and Performance Bonds shall be dated no sooner than Wednesday, July 3, 2019.

#### **ARTICLE 104 SCOPE OF WORK**

The proposed project is a reconstruction of portions of Davidson Street, Drexel Avenue and Lake Edge Blvd. The limits for the work to be done are on Davidson Street from Drexel Avenue to Maher Avenue; Drexel Avenue from Davidson Street to Lake Edge Blvd; and on Lake Edge Blvd from Major Avenue to Maher Avenue. The total project length is approximately 1525 lineal feet. The existing typical section of streets within the project limits is a rural section with no curb and gutter, and no sidewalk. The streets will be reconstructed to an urban section with new asphalt pavement and curb and gutter. New sidewalk is not proposed with the project.

The work under this contract shall include but not be limited to installation of sanitary sewer, water main, storm sewer, grading, base preparation, curb and gutter, asphalt pavement, drive aprons, minor sidewalk construction, topsoil placement, seeding and restoration.

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

#### **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 at the time of construction. 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.

## **SECTION 105.12      COOPERATION BY THE CONTRACTOR**

The City of Madison has been given to understand that work will be undertaken by others in approximately the same time frame and the same area as the proposed project. It shall be the Contractor's responsibility to verify this information and any subsequent changes in the scheduling of the work by others and to make corrections in his/her construction timetable as required.

### **Coordination with Private Utilities**

This project will require coordination with private utility companies. There are existing utilities located within the project limits that are to remain. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies. 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.

### **Madison Gas and Electric (Electric)**

MG&E may have several power poles that are in conflict with proposed street construction. MG&E plans to resolve any conflicts with power poles during construction. Contact Mark Boem, (608) 842-1704 or [mboem@mge.com](mailto:mboem@mge.com) with questions or to coordinate work in the vicinity of MG&E electric facilities.

### **Madison Gas and Electric (Gas)**

MG&E has gas main that is in conflict with proposed storm sewer crossings. MG&E plans to resolve any gas main conflicts during construction. Contact Roger Ahles, (608) 252-5682 or [rahles@mge.com](mailto:rahles@mge.com) with questions or to coordinate work in the vicinity of MG&E gas facilities.

### **AT&T (Communications)**

AT&T has aerial facilities on MG&E poles within the project limits. AT&T plans to relocate their facilities with MG&E. The contact for coordination with AT&T is Carol Anason, (608) 252-2385.

### **TDS Telecom**

There are no anticipated conflicts with TDS Telecom. Contact Jerry Myres, (608) 664-4404 or [jerry.myers@tdstelecom.com](mailto:jerry.myers@tdstelecom.com) if necessary to coordinate work with TDS.

### **Charter Communications**

There are no anticipated conflicts with Charter Communications facilities. Contact Brandon Storm; office (608) 274-3822 ext. 6642, cell (608) 444-9493 if necessary to coordinate work with Charter Communications.

### **Existing Items to Remain**

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. The Contractor shall use care around all utilities to remain. All costs to protect existing pipe and structures shall be incidental to construction. Protection of existing structures, which may include temporary plating or ramping with gravel or temporary pavement as necessary shall be considered incidental to the work being performed. No trees shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

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.

Work in this contract will require utility relocations to install the new sanitary and storm sewer main. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve

conflicts during the construction process and provide working area for installation of new facilities.

#### **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 with the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD) and the City of Madison Standards for sidewalk and bikeway closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15c 11-5

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

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 Contractor shall not in any manner unnecessarily obstruct the streets or crossings, and shall at all times and under all circumstances provide safe and sufficient means for foot passengers and vehicles.

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

The contractor shall notify (48 hour minimum notice) all residents within the construction limits of this project if the vehicular access is to be cut off to their property.

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

The Contractor shall not remove existing traffic control or street name signs. The Traffic Engineering Field Operations Facility (266-4767) will remove these signs within twenty-four (24) hours, (one work day), upon the Contractor's request.

The contractor shall notify the City of Madison Traffic Operations Section, 266-4767 a minimum of 8 working days prior to opening of a street that has been closed to traffic to permit reinstallation of signs and markings. If landscaping is not complete then the street opening date may be extended to a minimum of 8 days after the landscaping complete. If the street is opened before the installation of permanent signing & marking the contractor shall be responsible for all temporary signs & markings as directed by the City Traffic Engineer.

All streets may be closed to through traffic within the project limits for the duration of the project. Emergency vehicle access to all properties shall be maintained at all times.

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

Contact Mark Winter, Traffic Engineering Division, 266-6543, 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.

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor shall begin work on or after July 15, 2019. The total time of completion of the contract shall be ONE HUNDRED ONE (101) calendar days.

Work shall begin only after the start work letter is received. If it is desirable to begin work before or after the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined prior to the preconstruction meeting.

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. unless approved by the Engineer in writing.

## **BID ITEM 20201 – EXCAVATION CUT**

### **DESCRIPTION**

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

### **CONSTRUCTION**

Comply with Article 201 of the Standard Specifications for Public Works Construction.

### **METHOD OF MEASUREMENT**

Bid Item EXCAVATION CUT shall be measured as a plan quantity by the cubic yard in place. An estimated plan quantity is included in the plans and proposal items.

### **BASIS OF PAYMENT**

Bid Item EXCAVATION CUT shall be paid at the contract price, as a plan quantity by the Cubic Yard, measured and calculated as described above, which shall be full compensation for all labor and materials related to the work.

## **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.

Any pipe plugs required to abandon or remove a 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 203.2      DISPOSING OF MATERIALS**

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction with regard to salvaging castings.

## **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.

## **BID ITEM 21011 – CONSTRUCTION ENTRANCE**

Work under this bid item shall be in accord with the City of Madison Standard Specifications for Public Works Construction. Construction Entrances shall be located by the Construction Engineer and the Contractor based on site needs. The Contractor shall be aware that specifications call for a construction entrance to be 50' long, construction of an entrance not meeting this specification will result in no payment for this item not a partial payment.

## **ARTICLE 401      CRUSHED AGGREGATE BASE COURSE**

The clear stone base course and the crushed stone base course shall be placed on the same day as the existing stone base is removed.

The Contractor shall maintain a minimum of six (6") inches of stone base course (existing or new) on all portions of the roadway open to vehicle access. No additional compensation will be given for stone used to maintain the six (6") required for access.

Crushed stone base course shall be used for bringing temporary ramps to grade. This material shall be reused after ramp is removed.

The material commonly known as crusher run or breaker run shall be used in undercut areas as designated by the Engineer.

## **ARTICLE 500      SEWERS AND SEWER STRUCTURES**

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or [kfrank@cityofmadison.com](mailto:kfrank@cityofmadison.com).

## **SANITARY SEWER GENERAL**

This project shall include installing approximately 1252.5 feet of new 8" PVC SDR-35 & 26 sewer main and 533 feet of new sanitary lateral.

ASTM D3034 SDR-35 & 26 sewer main and lateral as called for on the plan set shall be payable under Sanitary Sewer Main (Bid Item 50301) and Sanitary Lateral (Bid Item 50353).

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2019 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing 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.

Contractors shall 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. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. 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.

All sanitary sewer laterals on this project were located by television inspection of the main and from City records.

On any streets where sanitary sewer is replaced before existing water main is abandoned, a temporary water supply system shall be installed and maintained until the new water main is installed and put into service and shall be paid under BID ITEM 70110 TEMPORARY WATER SUPPLY SYSTEM

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.

## **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 1168 feet of new storm sewer of various sizes ranging from 12" to 36".

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.

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.

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

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

**BID ITEM 50353 - SANITARY SEWER LATERAL (SDR 35 & 26)**

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

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

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

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

**BID ITEM 50356 – RECONNECT**

The first 5' of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5' shall be paid for separately (Bid Item 50353).

The first 5' 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.

Riser pipes on laterals shall be built in conformance with S.D.D. 5.3.1 and paid for as a reconnect (Bid Item 50356) and sanitary lateral (Bid Item 50353).

**BID ITEM 50371 – LATERAL BACKFLOW PREVENTER**

Work under this bid item shall include installation of a sanitary backflow preventer (backwater valve) on all new laterals installed, unless noted on the plan set.

The backflow preventer shall be the Rector Clean Seal or approved equivalent. Installation of the backflow preventer shall be in accordance with manufacturers' specifications and in accordance with S.D.D. 5.7.40.

The lateral backflow preventer shall be installed within the public right of way, between the property line and the back of curb.

**METHOD OF MEASUREMENT**

LATERAL BACKFLOW PREVENTER shall be measured separately as each for each sewer lateral installation, acceptably completed.

**BASIS OF PAYMENT**



LATERAL BACKFLOW PREVENTER, measured as described, will be paid for at the contract price, and is considered full compensation for all work, labor and coincidental materials necessary to complete the work.

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

With regard to the City of Madison Standard Specifications for Public Works Construction 2019 Edition Section 503.3(c), each sanitary lateral shall have a minimum of two (2) electronic markers with the City providing the Contractor with the required number of electronic markers. For sanitary laterals, which only include the installation of a wye, a marker ball shall be installed directly above the wye connection to the main.

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

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

This contract includes 5 additional undistributed ULOs to be performed at the direction of the Engineer.

#### **SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT**

The Water Utility designer for the project is Amanda Schockling. She may be contacted at (608) 261-9243 or [aschockling@madisonwater.org](mailto:aschockling@madisonwater.org). Kelly Miess, PE can also be contacted at (608) 261-9640 or [kmiess@madisonwater.org](mailto:kmiess@madisonwater.org).

This project consists of water main improvements on Lake Edge Boulevard, from the Major Avenue intersection to the Maher Avenue intersection; Drexel Avenue, from the Davidson Street intersection to the Lake Edge Boulevard intersection; and on Davidson Street, from the Drexel Avenue intersection to the Maher Avenue intersection (see Sheets W-1 to W-5).

The water main infrastructure in this area currently consists of 6-inch and 8-inch cast-iron pipe from the 1950's. A general outline of the work is as follows:

- Furnish and install new 8-inch ductile iron water main and fittings as shown on the plans.
- Reconnect or replace existing services as shown on the plans.
- Abandon the existing 1950's cast-iron water main with a series of "cut-off" points as shown on the plans.
- Abandon valve boxes on abandoned water main.
- Adjust new valve boxes, hydrants, and curb boxes to appropriate grades.

Once the new systems have passed the required 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). Services will be reconnected to the new main as shown on the plans.

Take all necessary precautions to protect the existing Madison Water Utility system and ensure its proper functioning during construction. However, due to the layout of existing utilities, a water main bypass setup may be required for 4011 Drexel Avenue. This will allow the water main between the southern paving limits on Drexel Avenue and STA 12±75 to be abandoned before the installation of the proposed sanitary sewer. Review the requirements regarding water main bypass setups in the sanitary sewer special provisions, as well as the standard specifications.

View the site 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 any proposed 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 for Public Works Construction, 2019 edition*. Keep all valves accessible and functioning throughout the duration of the work or directed otherwise by the Water Utility representative.

In addition to the construction methods required by the Standard Specifications, the following requirements apply to work under this Contract:

**BID ITEM 70053 REPLACE 1-INCH COPPER SERVICE LATERAL**

Service lateral work in conflict with tree protection specifications and/or damaged service laterals may require relocation or replacement of the lateral. Any service lateral work other than what is designated on the plans must be authorized in advance by the Water Utility Inspector.

**EXISTING WATER LATERALS LOCATED IN PROXIMITY OF PROPOSED SEWERS**

Adjust elevation of existing copper laterals, as necessary, to accommodate the installation of the proposed sewer facilities. Any required adjustment of existing water laterals performed to accommodate elevations of proposed sewers is considered incidental to the construction of the sewer systems.

**EXISTING WATER MAIN CONFLICTS WITH PROPOSED SANITARY SEWERS**

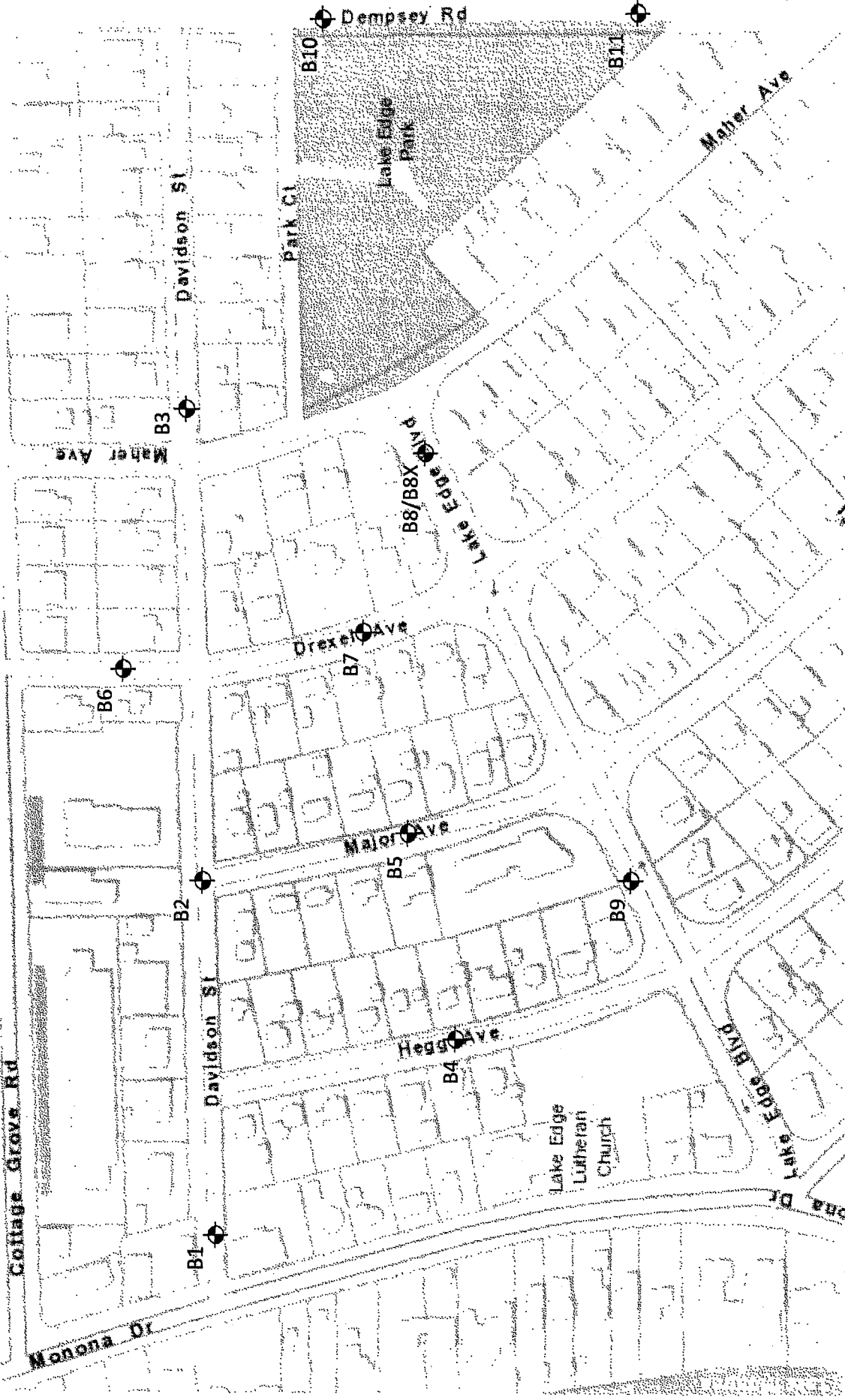
If the sanitary sewer is installed before the proposed water main, a series of cut-offs must be performing on the existing water main beforehand. Temporary flushing hydrants must be installed on any stubs left un-looped (see cut-off on Sheet W-2 and W-4). A temporary water service may be needed to maintain water service to 4011 Drexel Avenue while the sanitary sewer is being installed. Refer to the standard specifications for details on a water bypass setup.

Field verify the location of the water service lateral to 4102 Drexel Avenue. Adjust the location of this water cut-off and temporary flushing hydrant accordingly.

Any other options to maintain or provide water service to all property owners in the affected area, during the installation of the proposed sanitary sewer, must be presented to the Water Utility designer and inspector before project start.

**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.



**Legend**

◆ Denotes Boring Location

**Notes**

1. Soil borings performed by Badger State Drilling in October 2017, April 2018 and November 2018
2. Boring locations are approximate.

Scale: Reduced

Date:  
11/2018

Job No.  
C17051-31



Soil Boring Location Plan  
Davidson Street Area  
Madison, WI



# LOG OF TEST BORING

Project Davidson Street Area  
Davidson: 230'W of Hegg, 5'S of CL  
 Location Madison, WI

Boring No. 1  
 Surface Elevation (ft) 864±  
 Job No. C17051-31  
 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	4.5 in. Asphalt Pavement/8 in. Base Course				
1	16	M	5		█	FILL: Loose to Very Loose, Dark Brown Sand with Variable Silt and Clay Contents to 5.5 ft				
2	6	M	2		█					
3	12	M	5	5	█	Soft to Medium Stiff, Brown Clay with Some Sand and Gravel to 8 ft				
4	18	M	13	10	█	Medium Dense, Light Brown Fine SAND, Trace Silt and Gravel (SP)				
5	18	M	9	15	█	Loose, Brown Fine SAND, Little to Some Silt (SP-SM/SM)				
				15		End of Boring at 15 ft				
						Backfilled with Bentonite Chips and Asphalt Patch (N 43°04.962', W 89°19.450')				
				20						

### WATER LEVEL OBSERVATIONS

While Drilling  NW Upon Completion of Drilling  NW  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 9/27/17 End 9/27/17  
 Driller BSD Chief MC Rig CME-55  
 Logger DC 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 Davidson Street Area  
 Location Davidson: 0'W of Major, 5'N of CL  
Madison, WI

Boring No. 2  
 Surface Elevation (ft) 861±  
 Job No. C17051-31  
 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 (tsf)	W	LL	PL	LI
					2 in. Asphalt Pavement/3 in. Deteriorated Asphalt /5 in. Base Course					
1	18	M	10		Very Stiff, Brown Lean CLAY (CL)	(2.75)				
2	16	M	6		Loose, Brown Silty Fine SAND, Trace to Little Clay (SM)					
3	18	M	22		Medium Dense, Brown Fine SAND, Little to Some Silt (SP-SM/SM)					
4	18	M	26		Occasional Seams and Layers of Fine to Medium Sand, Trace Silt					
5	18	W	37		Dense, Brown SILT, Some Sand (ML)					
				15	End of Boring at 15 ft  Backfilled with Bentonite Chips and Asphalt Patch  (N 43°04.964', W 89°19.311')					

### WATER LEVEL OBSERVATIONS

While Drilling ∇ 14.0' Upon Completion of Drilling 14'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 9/27/17 End 9/27/17  
 Driller BSD Chief MC Rig CME-55  
 Logger DC 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 Davidson Street Area  
Davidson: 110'E of Maher, 5'S of CL  
 Location Madison, WI

Boring No. 3  
 Surface Elevation (ft) 870±  
 Job No. C17051-31  
 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 (tsf)	W	LL	PL	LI
				0	X	2 in. Asphalt Pavement/5 in. Deteriorated Asphalt/ 4 in. Base Course				
1	12	M	8	8	Hatched	Stiff to Very Stiff, Brown Lean CLAY, Trace Sand (CL)				
				12						
2	14	M	12	12	Hatched	(2.0)				
				18						
				20	5					
3	12	M	26	26	Dotted	Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)				
				30						
4	12	M	28	28						
				35						
5	18	M	28	28						
				40						
6	12	M	61	61	Dotted	Very Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)				
				65						
				70						
				75						
				80						
				85						
				90						
				95						
				100						
				105						
				110						
				115						
				120						
				125						
				130						
				135						
				140						
				145						
				150						
				155						
				160						
				165						
				170						
				175						
				180						
				185						
				190						
				195						
				200						

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/> NW	Upon Completion of Drilling			Start	10/2/17	End	10/2/17	
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 Davidson Street Area  
 Hegg: 360'N of Lake Edge, 8'E of CL  
 Location Madison, WI

Boring No. 4  
 Surface Elevation (ft) 856±  
 Job No. C17051-31  
 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 (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/6 in. Base Course					
1	8	M	11		Medium Dense, Brown Fine to Medium SAND, Some Silt and Clay, Trace Gravel (SM/SC)					
2	14	M	6		Loose to Medium Dense, Brown Silty Fine SAND, Occasional Seams/Lenses of Clay (SM)					
3	14	W	10							
4	12	W	11							
5	18	W	38		Dense, Brown Fine to Coarse SAND, Some GRAVEL, Trace to Little Silt, Scattered Cobbles (SP/SP-SM)					
6	18	W	34							
				15	End of Boring at 15 ft  Backfilled with Bentonite Chips and Asphalt Patch  (N 43°04.890', W 89°19.373')					
				20						

WATER LEVEL OBSERVATIONS	GENERAL NOTES
While Drilling $\nabla$ <u>6.0'</u> Upon Completion of Drilling _____ Time After Drilling _____ Depth to Water _____ Depth to Cave in _____ <u>6'</u>	Start <u>10/2/17</u> End <u>10/2/17</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>
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.	







# LOG OF TEST BORING

Project Davidson Street Area  
 Drexel: 80'N of Davidson: 3'E of CL  
 Location Madison, WI

Boring No. 6  
 Surface Elevation (ft) 869±  
 Job No. C17051-31  
 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
1	12	M	10	5	3 in. Asphalt Pavement/3 in. Reclaimed Asphalt/ 4 in. Base Course Stiff to Very Soft, Brown Lean CLAY (CL)	(1.25)				
2	18	M	6	5	Medium Dense, Light Brown Fine to Medium SAND, Some Gravel, Trace Silt (SP)	(<0.2)				
3	14	M	18	10	Medium Dense, Brown to Gray Sandy Silt (ML)					
4	14	M	19	10	Medium Dense, Light Brown Fine to Medium SAND, Trace Silt and Gravel (SP)					
5	18	M	26	15	Medium Dense to Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
6	18	M	28	15	Weathered, Greenish-Brown Sandstone Bedrock					
7	14	M/W	27	20	End Boring at 30 ft  Borehole backfilled with bentonite chips and asphalt patch  (N 43°04.992', W 89°19.231')					
8	18	W	5	25						
9	14	W	41	30						

## WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  23.5'      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_      30 Mins.  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_ 22'

## GENERAL NOTES

Start 10/2/17 End 4/27/18  
 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 Davidson Street Area  
Drexel: 250'N of Lake Edge, 4'E of CL  
 Location Madison, WI

Boring No. 7  
 Surface Elevation (ft) 862±  
 Job No. C17051-31  
 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 (tsf)	W	LL	PL	LI
					4 in. Asphalt Pavement/ 9 in. Base Coarse					
1	6	M	10		Stiff to Very Stiff Brown Lean CLAY, Little to Some Sand (CL)	(2.0)				
2	8	M	6	5	Loose, Brown Fine to Medium SAND, Some Silt and Clay, Trace Gravel (SM/SC)					
3	12	M	29		Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
4	10	M/W	9	10	Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
5	4	M/W	9							
6	4	M/W	8							
				15	End of Boring at 15 ft					
					Backfilled with Bentonite Chips and Asphalt Patch					
				20						

### WATER LEVEL OBSERVATIONS

While Drilling  NW      Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 10/2/17 End 10/2/17  
 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 Davidson Street Area  
 Location Lake Edge: 105'W of Maher, 18'S of CL  
Madison, WI

Boring No. 8  
 Surface Elevation (ft) 866±  
 Job No. C17051-31  
 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 (tsf)	W	LL	PL	LI
					3 in. Asphalt Pavement/ 6 in. Base Course					
1	8	M	11		Hard, Brown Lean CLAY (CL)	(4.5+)				
2	14	M	23		Medium Dense, Brown Fine to Medium SAND, Some Silt and Clay, Trace Gravel (SM/SC)					
3	14	M	42		Dense, Brown Fine to Course SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
4	3	M	50/5"		Apparent Weathered to Competent Bedrock					
					End of Boring at 9.5 ft Due to Auger Refusal on Apparent Bedrock					
					Backfilled with Soil Cuttings and Asphalt Patch					
					Moved 5'E and Performed Boring 8X					
					(N 43°04.905', W 89°19.140')					

## WATER LEVEL OBSERVATIONS

While Drilling ∇ NW Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

## GENERAL NOTES

Start 10/2/17 End 10/2/17  
 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 Davidson Street Area  
Lake Edge: 100'W of Maher, 16'S of CL  
 Location Madison, WI

Boring No. 8X  
 Surface Elevation (ft) 866±  
 Job No. C17051-31  
 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.	Exp Date	Rec (in.)	Moist	N		Depth (ft)	q <sub>u</sub> (qa) (tsf)	W	LL	PL
					0	2 in. Asphalt Pavement / 4 in. Base Course				
					0	Blind Drill to Auger Refusal (See B8 for Soils Information)				
					5					
					5					
					10	Apparent Weathered to Competent BEDROCK				
					10	End of Boring at 9.5 ft due to Auger Refusal on Apparent Bedrock				
					10	Backfilled with Soil Cuttings and Asphalt Patch  (N 43°04.906', W 89°19.141')				
					15					
					20					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling		Start	10/2/17	End	10/2/17	
Time After Drilling					Driller	BSD	Chief	MC	Rig CME-55
Depth to Water				<input checked="" type="checkbox"/>	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 Davidson Street Area  
 Location Lake Edge: 100'W of Major, 18'N of CL  
Madison, WI

Boring No. 9  
 Surface Elevation (ft) 856±  
 Job No. C17051-31  
 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 (q <sub>a</sub> ) (tsf)	W	LL	PL	LI
				0	4 in. Asphalt Pavement/7 in. Base Course					
1	0	M	7	7	FILL: Loose, Brown Sand with Variable Silt and Gravel Contents (Drillers Description)					
2	8	M/W	16	16	Medium Dense, Brown SILT, Some Sand (ML)					
3	10	W	6	10	Loose, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
4	18	W	5	18						
5	4	W	9	22						
6	12	W	20	34	Medium Dense, Brown Fine to Coarse SAND and GRAVEL, Some Silt, Scattered Cobbles (SM/GM)					
				15	End of Boring at 15 ft					
				20	Backfilled with Bentonite Chips and Asphalt Patch					

### WATER LEVEL OBSERVATIONS

While Drilling ∇ 4.0' Upon Completion of Drilling 4'  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 10/2/17 End 10/2/17  
 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 Davidson Street Area  
75'S of Park Ct., Near Centerline  
 Location Madison, WI

Boring No. 10  
 Surface Elevation (ft) 873±  
 Job No. C17051-31  
 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 (tsf)	W	LL	PL	LI
					5.5 in. Asphalt Pavement/6 in. Base Course					
1	10	M	10		Soft to Stiff, Brown Lean CLAY (CL)	(0.5-1.0)				
				5	Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
2	12	M	36							
				5						
3	12	M	49							
				10						
4	9	M	50/11'							
				10						
				15	Medium Dense Near 14 ft					
5	12	M/W	28		End Boring at 15 ft					
				15	Borehole backfilled with bentonite chips and asphalt patch (N 43° 04.931', W 89° 18.978')					
				20						

### WATER LEVEL OBSERVATIONS

While Drilling ∇ NW Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_  
 Depth to Water \_\_\_\_\_  
 Depth to Cave in \_\_\_\_\_

### GENERAL NOTES

Start 11/14/18 End 11/14/18  
 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 Davidson Street Area  
 Location 180'S of Gary St., Near Centerline  
Madison, WI

Boring No. 11  
 Surface Elevation (ft) 871±  
 Job No. C17051-31  
 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.	EMM (in.)	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL
					5 in. Asphalt Pavement/6 in. Base Course					
1		4	M	17	Very Stiff, Brown Lean CLAY (CL)	(3.5)				
2		10	M	14	Medium Dense to Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles and Boulders (SM)					
3		18	M	33						
4		15	M	25						
5		12	W	26	Medium Dense, Brown Fine to Coarse SAND, Some Gravel, Trace to Little Silt (SP/SP-SM)					
					End Boring at 15 ft					
					Borehole backfilled with bentonite chips and asphalt patch (N 43° 04.851', W 89° 18.974')					

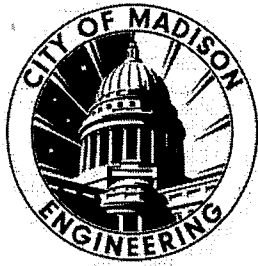
## WATER LEVEL OBSERVATIONS

While Drilling  $\nabla$  13.5' Upon Completion of Drilling \_\_\_\_\_  
 Time After Drilling \_\_\_\_\_ 15 Mins  
 Depth to Water \_\_\_\_\_ 12'  $\nabla$   
 Depth to Cave in \_\_\_\_\_ 14'

## GENERAL NOTES

Start 11/14/18 End 11/14/18  
 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.



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

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

June 4, 2019

**NOTICE OF ADDENDUM  
 ADDENDUM NO. 1**

**CONTRACT NO. 8305**

**PROJECT NO. 11890 - DAVIDSON ST, DEMPSEY RD, MAHER AVE, PARK CT, DREXEL AVE, AND  
 LAKE EDGE BLVD ASSESSMENT DISTRICT - 2019**

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

**Proposal**

A summary of the changes to the proposal is as follows:

Action	Bid Item	Description
REMOVE	40203	HMA PAVEMENT 3 MT 58-28 S
REMOVE	40204	HMA PAVEMENT 4 MT 58-28 S
ADD	40202	HMA PAVEMENT 4 LT 58-28 S
ADD	21110	TERRACE RAIN GARDEN (UNDISTRIBUTED)

Please see Bid Express for revised bid item quantities.

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

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

<http://www.bidexpress.com>

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

Sincerely,

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

Cc: Greg Fries





SECTION E: BIDDERS ACKNOWLEDGEMENT

DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8305

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

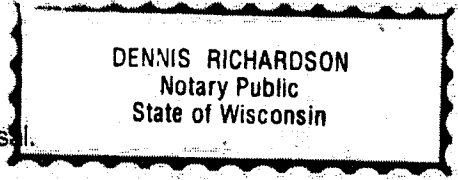
- 1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda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

Handwritten signature of Wade Huston
SIGNATURE
Secondary Treasurer
TITLE, IF ANY



Sworn and subscribed to before me this 6th day of JUNE, 20 19.

Handwritten signature of Notary Public
(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 8305 – 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

DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK  
COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD  
ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8305

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

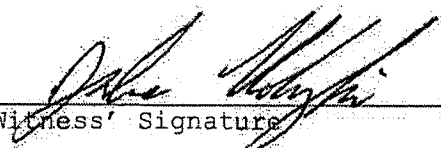
Telephone Number: (608) 255-9223

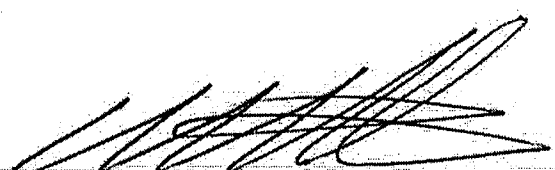
Fax Number: (608) 839-5936

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

6-6-19  
\_\_\_\_\_  
Date



DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK  
COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD  
ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8305

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>
Bullet	Trucking	1.5%
JR's Construction	Landscaping & Clearing	2.5%

Subtotal SBE who are not suppliers: 4.0 %

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: 4.0 %

DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE  
EDGE BOULEVARD ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8305

DATE: 6/6/19

R. G. Huston Co., Inc.

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LS	1.00	\$3,600.00	\$3,600.00
10801 - ROOT CUTTING - CURB & GUTTER - LF	150.00	\$8.30	\$1,245.00
10802 - ROOT CUTTING - SIDEWALK - LF	150.00	\$8.30	\$1,245.00
10911 - MOBILIZATION - LS	1.00	\$77,999.86	\$77,999.86
20101 - EXCAVATION CUT - CY	3707.00	\$25.15	\$93,231.05
20130 - UNDERDRAIN - LF	1000.00	\$18.00	\$18,000.00
20140 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - SY	1600.00	\$1.30	\$2,080.00
20219 - BREAKER RUN - TON	1240.00	\$10.25	\$12,710.00
20221 - TOPSOIL - SY	3800.00	\$6.85	\$26,030.00
20303 - SAWCUT BITUMINOUS PAVEMENT, FULL DEPTH - LF	240.00	\$2.25	\$540.00
20322 - REMOVE CONCRETE CURB & GUTTER - LF	150.00	\$10.50	\$1,575.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	2000.00	\$4.75	\$9,500.00
20401 - CLEARING - I.D.	50.00	\$50.00	\$2,500.00
20403 - GRUBBING - I.D.	50.00	\$50.00	\$2,500.00
20701 - TERRACE SEEDING - SY	3800.00	\$1.90	\$7,220.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - SY	3800.00	\$2.40	\$9,120.00
30201 - TYPE 'A' CONCRETE CURB & GUTTER - LF	2880.00	\$14.75	\$42,480.00
30203 - TYPE 'X' CONCRETE CURB & GUTTER - LF	50.00	\$25.76	\$1,288.00
30207 - TYPE 'H' CONCRETE CURB & GUTTER - LF	530.00	\$18.08	\$9,582.40
30208 - HAND FORMED CONCRETE CURB & GUTTER (TREE & DRIVEWAY & STEP LOCATIONS) - LF	40.00	\$40.61	\$1,624.40
30301 - 5" CONCRETE SIDEWALK - SF	620.00	\$5.76	\$3,571.20
30302 - 7" CONCRETE SIDEWALK AND DRIVE - SF	3500.00	\$6.27	\$21,945.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - SF	40.00	\$10.61	\$424.40
40101 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON	2400.00	\$20.50	\$49,200.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 - TON	2600.00	\$20.50	\$53,300.00
40211 - BITUMINOUS TACK COAT - GAL	105.00	\$3.03	\$318.15
40231 - ASPHALT DRIVE & TERRACE - SY	200.00	\$67.13	\$13,426.00
20217 - CLEAR STONE - TON	900.00	\$12.85	\$11,565.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011 - CONSTRUCTION ENTRANCE - EACH	7.00	\$535.00	\$3,745.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$4,540.00	\$4,540.00
21015 - STREET CONSTRUCTION STONE BERM - EACH	12.00	\$310.00	\$3,720.00
21032 - INLET PROTECTION TYPE C - PROVIDE & INSTALL - EACH	4.00	\$100.00	\$400.00
21033 - INLET PROTECTION TYPE C - MAINTAIN - EACH	6.00	\$65.00	\$390.00
21034 - INLET PROTECTION TYPE C - REMOVE - EACH	4.00	\$25.00	\$100.00
21056 - INLET PROTECTION TYPE D HYBRID - PROVIDE & INSTALL - EACH	24.00	\$170.00	\$4,080.00
21057 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	35.00	\$65.00	\$2,275.00
21058 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	24.00	\$25.00	\$600.00
50401 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	137.50	\$108.00	\$14,850.00
50741 - TYPE H INLET - EACH	13.00	\$2,500.00	\$32,500.00
20312 - REMOVE CATCHBASIN - EACH	1.00	\$475.00	\$475.00



**DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE  
EDGE BOULEVARD ASSESSMENT DISTRICT - 2019**

CONTRACT NO. 8305

DATE: 6/6/19

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

Item	Quantity	Price	Extension
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	1168.00	\$0.01	\$11.68
50402 - 15 INCH TYPE I RCP SEWER PIPE - L.F.	259.00	\$111.00	\$28,749.00
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	130.00	\$114.00	\$14,820.00
50408 - 33 INCH TYPE I RCP STORM SEWER PIPE - L.F.	75.50	\$152.00	\$11,476.00
50409 - 36 INCH TYPE I RCP STORM SEWER PIPE - L.F.	566.00	\$153.00	\$86,598.00
50723 - 3'X3' STORM SAS - EACH	2.00	\$3,300.00	\$6,600.00
50724 - 4'X4' STORM SAS - EACH	5.00	\$4,225.00	\$21,125.00
50726 - 6'X6' STORM SAS - EACH	1.00	\$5,435.00	\$5,435.00
50801 - UTILITY LINE OPENING - EACH	6.00	\$615.00	\$3,690.00
50722 - 6'X6' CATCHBASIN - EACH	1.00	\$7,050.00	\$7,050.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	8.00	\$470.00	\$3,760.00
20314 - REMOVE PIPE - LF	991.00	\$13.00	\$12,883.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	2.00	\$395.00	\$790.00
50103 - RECONSTRUCT BENCH AND FLOWLINE(S) - EACH	1.00	\$1,365.00	\$1,365.00
50201 - ROCK EXCAVATION (UNDISTRIBUTED) - C.Y.	70.00	\$205.00	\$14,350.00
50202 - TYPE II DEWATERING - LUMP SUM	1.00	\$100.00	\$100.00
50212 - SELECT BACKFILL SANITARY SEWER - T.F.	1785.50	\$0.01	\$17.86
50301 - 8 INCH PVC SANITARY SEWER PIPE (SDR 35, SDR 26) - L.F.	1252.50	\$142.00	\$177,855.00
50353 - SANITARY SEWER LATERAL (SDR 35, SDR 26) - L.F.	533.00	\$29.00	\$15,457.00
50356 - RECONNECT - EACH	19.00	\$5,070.00	\$96,330.00
50361 - WASTEWATER CONTROL - LUMP SUM	1.00	\$8,300.00	\$8,300.00
50371 - LATERAL BACKFLOW PREVENTER - EACH	19.00	\$930.00	\$17,670.00
50390 - SEWER ELECTRONIC MARKERS - EACH	42.00	\$50.00	\$2,100.00
50701 - 4' DIA SAS - EACH	8.00	\$2,780.00	\$22,240.00
50771 - INTERNAL CHIMNEY SEAL - EACH	4.00	\$315.00	\$1,260.00
50791 - SANITARY SEWER TAP - EACH	7.00	\$995.00	\$6,965.00
50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL - EACH	6.00	\$250.00	\$1,500.00
70110 - TEMPORARY WATER SUPPLY SYSTEM - LUMP SUM	1.00	\$2,450.00	\$2,450.00
70002 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.	40.00	\$123.00	\$4,920.00
70003 - FURNISH AND INSTALL 8 INCH PIPE & FITTINGS - L.F.	1500.00	\$126.00	\$189,000.00
70031 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	5.00	\$1,430.00	\$7,150.00
70032 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	5.00	\$1,840.00	\$9,200.00
70040 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	3.00	\$4,300.00	\$12,900.00
70053 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	2.00	\$3,890.00	\$7,780.00
70056 - RECONNECT 1-INCH SERVICE LATERAL - EACH	17.00	\$1,900.00	\$32,300.00
70080 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	5.00	\$2,060.00	\$10,300.00
70081 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	1.00	\$1,200.00	\$1,200.00
70082 - CUT OFF EXISTING WATER MAIN - EACH	7.00	\$860.00	\$6,020.00
70090 - ABANDON WATER VALVE BOX - EACH	8.00	\$145.00	\$1,160.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	64.00	\$12.00	\$768.00
70104 - ADJUST WATER VALVE BOX SECTIONS - EACH	1.00	\$315.00	\$315.00
40202 - HMA PAVEMENT 4 LT 58-28 S - TON	1040.00	\$74.85	\$77,844.00
21110 - TERRACE RAIN GARDEN (UNDISTRIBUTED) - S.F.	200.00	\$28.00	\$5,600.00
<b>84 Items</b>	<b>Totals</b>		<b>\$1,485,400.00</b>



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

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

**Assistant City Engineer**

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

**Principal Engineer 2**

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

**Principal Engineer 1**

Christina M. Bachmann, P.E.  
Eric L. Dundee, P.E.

**Facilities & Sustainability**

Jeanne E. Hoffman, Manager

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

**BIENNIAL BID BOND**

R.G. Huston Co., Inc.

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

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

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

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

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

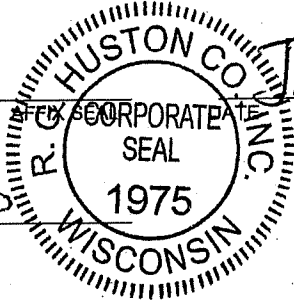
The Surety, for value received, hereby agrees that the obligations of it and its bond shall be in no way impaired or affected by any extension of time within which the City may accept a bid, and the Surety does hereby waive notice of any such extension.

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

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

**PRINCIPAL**

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

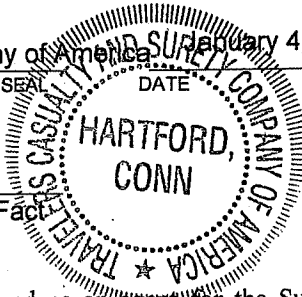


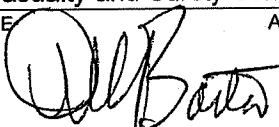
January 8, 2018

By:   
SIGNATURE AND TITLE

**SURETY**

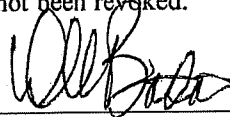
Travelers Casualty and Surety Company of America  
COMPANY NAME AFFIX SEAL DATE January 4, 2018



By:   
SIGNATURE AND TITLE Attorney-in-Fact

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

January 4, 2018  
DATE

  
AGENT SIGNATURE

20975 Swenson Drive - Suite 175  
ADDRESS

Waukesha, Wisconsin 53186  
CITY, STATE AND ZIP CODE

262-317-8044  
TELEPHONE NUMBER

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 232082

Certificate No. 007269866

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

  
Kevin E. Hughes, Assistant Secretary



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

## SECTION H: AGREEMENT

THIS AGREEMENT made this 3rd day of JULY in the year Two Thousand and Nineteen between R. G. HUSTON CO., INC., hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 2, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

### DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8305

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 ONE MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$1,485,400.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

The notice will include a job description, classification, 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 ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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



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

**c. Exemptions:** This section shall not apply when:

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

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

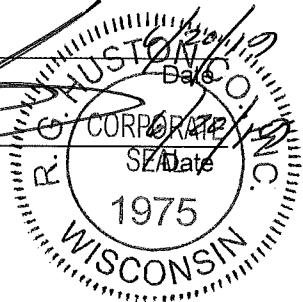
**DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8305**

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

*[Signature]* 6/20/19  
 Witness Date  
*[Signature]* 6/20/19  
 Witness Date

R. G. HUSTON CO., INC.  
 Company Name  
*[Signature]*  
 President Date  
*[Signature]*  
 Secretary Date



CITY OF MADISON, WISCONSIN

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

*[Signature]* 7/12/19  
 Finance Director Date  
*[Signature]* 7.19.19  
 Witness Date  
*[Signature]* 7/19/19  
 Witness Date

Approved as to form:  
*[Signature]*  
 City Attorney Date  
*[Signature]* 7/19/19  
 Mayor Date  
*[Signature]* for 7-9-19  
 City Clerk Date



**SECTION I: PAYMENT AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we R. G. HUSTON CO., INC. as principal, and Travelers Casualty and Surety Company of America Company of Hartford, Connecticut as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **ONE MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$1,485,400.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**DAVIDSON STREET, DEMPSEY ROAD, MAHER AVENUE, PARK COURT, DREXEL AVENUE, AND LAKE EDGE BOULEVARD ASSESSMENT DISTRICT - 2019  
CONTRACT NO. 8305**

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 3rd day of July, 2019

Countersigned:

[Signature]  
Witness

[Signature]  
Secretary

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

[Signature]  
President



Approved as to form:

[Signature]  
City Attorney

Travelers Casualty and Surety Company of America  
Surety Seal

Salary Employee  Commission

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



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

July 3, 2019  
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.



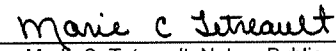
State of Connecticut  
City of Hartford ss.

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

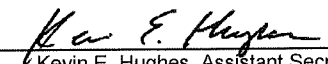
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **3rd** day of **July**, 2019



  
Kevin E. Hughes, Assistant Secretary

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

