ROUTING: Urgent Rush	Contract Routing Form	printed on: 03/13/2019
Contract between: and Dept. or Division: Name/Phone Number:	RG Huston Co Inc Engineering Division	
Project: Williamson Str - 2019	eet and East Wilson Street	Assessment District
Contract No.: 8296 Enactment No.: RES-19-0 Dollar Amount: 2,918,02	0174 Enactmer	: 54703 nt Date: 03/08/2019
(Please DATE before rout	ing)	
Signatures Required	Date Received	Date Signed
City Clerk	3-13-19	1 3.1B.19
Director of Civil Rights	1 3/13/19	3/20/19/4/26)
Risk Manager	1 3.20.19	3.20.19
Finance Director	1 3.20.19	13/21/19 MCR
City Attorney	098 3-25-19	3-26-19
Mayor	1 3.26.0) 3/26/19

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

Original + 2 Copies

03/13/2019 10:59:58 enjls - Jim Wolfe 266-4099

Dis Rights: OK (N) / Problem - Hold Prev Wage: AA / Agency (No Contract Value: <u>Ceabore</u> AA Plan: <u>Addendum</u> Amendment / Addendum #_____ Type: POS / Dylp /-Sbdv / Gov't / Grant /DW / Goal / Loan / Agrmt



City of Madison

Legislation Details (With Text)

File #:	54703	Version: 1		Name:	Awarding Public Works Contract No. 8296, Williamson Street and East Wilson Street Assessment District - 2019.
Туре:	Resolution			Status:	Passed
File created:	2/13/2019			In control:	Engineering Division
On agenda:	3/5/2019			Final action:	3/5/2019
Enactment date:	3/8/2019			Enactment #:	RES-19-00174
Title:	Awarding Publ District - 2019.		tract	t No. 8296, Willia	amson Street and East Wilson Street Assessment
Sponsors:	BOARD OF PI	UBLIC WORK	(S		
Indexes:					

Code sections:

Attachments: 1. Contract 8296 .pdf

Date	Ver.	Action By	Action	Result
3/5/2019	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
2/20/2019	1	BOARD OF PUBLIC WORKS		
2/13/2019	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Williamson Street and East Wilson Street reconstruction project at a total estimated cost of \$3,151,450. The adopted 2019 capital budget for Engineering-Major Streets authorizes \$21.8 million via the Reconstruction Streets capital program. Project funding is provided by GO Borrowing, special assessments, and associated utility funding as follows:

Major Streets - \$2,116,230 Traffic Engineering - \$169,490 Sewer Utility - \$559,490 Stormwater Utility - \$253,080 Water Utility - \$53160

Awarding Public Works Contract No. 8296, Williamson Street and East Wilson Street Assessment District - 2019. (6th 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 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. 8296) for itemization of bids.



PROJECT

CONTRACTOR

AMOUNT OF BID

\$2,918,020.00

CONTRACT NO. 8296 WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT - 2019

R. G. HUSTON CO., INC.

Acct. No. 11944-402-170: 54410 (91350)	\$1,788,019.13
Contingency 8% <u>+</u>	<u>143,040.87</u>
Sub-Total	\$1,931,060.00
Acct. No. 11944-402-174:54445 (91345)	\$104,930.00
Contingency 8% <u>+</u>	<u>8,390.00</u>
Sub-Total	\$113,320.00
Acct. No. 11944-84-174:54445 (91345)	\$234,334.21
Contingency 8% <u>+</u>	<u>18,745.79</u>
Sub-Total	\$253,080.00
Acct. No. 11944-83-173:54445 (91345)	\$518,042.09
Contingency 8% <u>+</u>	<u>41.447.91</u>
Sub-Total	\$559,490.00
Acct. No. 11944-86-179: 54445 (91360)	\$49,226.07
Contingency 8% <u>+</u>	<u>3,933.93</u>
Sub-Total	\$53,160.00
Acct. No. 11944-45-176:54430 (96882)	\$156,940.50
Contingency 8% <u>+</u>	<u>12,549.50</u>
Sub-Total	\$169,490.00
Acct. No. 11944-402-177:54435 (91232)	\$66,528.00
Contingency 8% <u>+</u>	<u>5,322.00</u>
Sub-Total	\$71,850.00

GRAND TOTAL

<u>\$3,151,450.00</u>

1

Company Lookup Summary

일을 다 말 가 있었다.

Jurisdiction: Wisconsin

Contact Type

Demographic	S									
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Company Typ	pe									
Company Type: Propert	ty and Casualty									
Status: Active			Status Reason:		Status Date	:: 09/10/1975				
Effective Date: 07/01/19	997		Legacy State ID: 11084	6						
Issue Date: 09/10/1975 Articles of Incorporation			Approval Date: Article No:		File Date: COA Numb					
Arbcies of incorporation	Received: No		Afficie No.			ei.				
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https://sbs.naic.org/solar-external-lookup/lookup/company/summary/54218780?jurisdiction... 3/4/2019

Name oners: All rights rese

Preferred Name 2019 National Association of Insurance Commiss Phone

E-mail

Address

Company Lookup Summary

Company Me	rger						
SBS Company Number	NAIC CoCode	Non-Surviving Company	Non-Surviving Company Type	Terminated Appointments	Transferred Appointments	Merger Date	Comment
54221052	22535	Seaboard Surety Company	Property and Casually	N	N	01/02/2009	
Name Chang	e History						
	e History		New Name			Effective Dat	
Name Chang Previous Name	e History		New Name Aetna Casualty & Surety C(mpany of America		Effective Dat 09/10/1975	

\$2,918,020.00 FILE

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

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT -2019

CONTRACT NO. 8296

PROJECT NO. 11944

MUNIS NO. 11944

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON MARCH 5, 2019

> **CITY ENGINEERING DIVISION** 1600 EMIL STREET MADISON, WISCONSIN 53713

https://bidexpress.com/login

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8296

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	
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

os 6777

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

RFP: JW

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

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

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	WILLIAMSON STREET AND EAST WILSON
	STREET ASSESSMENT DISTRICT - 2019
CONTRACT NO.:	8296
SBE GOAL	7%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	02/01/2019
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	01/31/2019
BID SUBMISSION (2:00 P.M.)	02/07/2019
BID OPEN (2:30 P.M.)	02/07/2019
PUBLISHED IN WSJ	01/24/19 & 01/31/19

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, <u>www.cityofmadison.com/business/pw/forms.cfm</u>. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 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, <u>www.cityofmadison.com/Business/PW/specs.cfm</u>.

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 prequalified 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)I. 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 (<u>www.bidexpress.com</u>). 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. Nothwithstanding 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, guantity, 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 \boxtimes

	ding	g Demolition	 	_	
101 120		Asbestos Removal House Mover	110		Building Demolition
Stre	et.	Utility and Site Construction			
201		Asphalt Paving	265		Retaining Walls, Precast Modular Units
205	Н	Blasting		_	Retaining Walls, Reinforced Concrete
210		. 0			Sanitary, Storm Sewer and Water Main
215	П			د م	Construction
220			276		
221	Н			=	Sewer Lateral Drain Cleaning/Internal TV Insp.
	_			_	
222		Concrete Removal			Sewer Lining
225		Dredging		_	Sewer Pipe Bursting
230					Soil Borings
235	Ц	Fiber Optic Cable/Conduit Installation			Soil Nailing
240		Grading and Earthwork		_	Storm & Sanitary Sewer Laterals & Water Svc.
241		Horizontal Saw Cutting of Sidewalk	310	\boxtimes	Street Construction
242		Infrared Seamless Patching	315		Street Lighting
245		Landscaping, Maintenance	318		Tennis Court Resurfacing
246		Ecological Restoration	320		Traffic Signals
250		Landscaping, Site and Street	325		Traffic Signing & Marking
251	П	Parking Ramp Maintenance			Tree pruning/removal
252		Pavement Marking			Tree, pesticide treatment of
255		Pavement Sealcoating and Crack Sealing			Trucking
260		Petroleum Above/Below Ground Storage			Utility Transmission Lines including Natural Gas,
200		•	540		
000		Tank Removal/Installation	200		Electrical & Communications
262		Playground Installer	399		Other
Bride	ne i	Construction			
501		Bridge Construction and/or Repair			
501		Bridge Construction and/or Repair			
Build	dind	Construction			
401		Floor Covering (including carpet, ceramic tile installation,	437		Metals
401				_	
400			440		Painting and Wallcovering
402		Building Automation Systems			0
403					Pump Repair
404	_	Doors and Windows			Pump Systems
405		Electrical - Power, Lighting & Communications	460		Roofing and Moisture Protection
410		Elevator - Lifts	464	Ц	Tower Crane Operator
412		Fire Suppression	461	Ц	Solar Photovoltaic/Hot Water Systems
413		Furnishings - Furniture and Window Treatments	465		
415		General Building Construction, Equal or Less than \$250,000	466	\Box	Warning Sirens
420		General Building Construction, \$250,000 to \$1,500,000	470		Water Supply Elevated Tanks
425		General Building Construction, Over \$1,500,000	475		Water Supply Wells
428		Glass and/or Glazing			Wood, Plastics & Composites - Structural &
429	_	Hazardous Material Removal			Architectural
430	П	Heating, Ventilating and Air Conditioning (HVAC)	499		Other
433	Ы			-	
435	Η	Masonry/Tuck pointing			· · ·
400		Masofin y ruck politing			
State		f Wisconsin Certifications			
			ما ما ما		the impediated building of a superior of the super-
1	Lł	Class 5 Blaster - Blasting Operations and Activities 2500 feet	and cit	sei	to innabited buildings for quarties, open pits and
		road cuts.			
2	\Box	Class 6 Blaster - Blasting Operations and Activities 2500 feet			
		excavations, basements, underwater demolition, underground	excav	atio	ns, or structures 15 feet or less in height.
3		Class 7 Blaster - Blasting Operations and Activities for structure	res gre	ate	r than 15 ' in height, bridges, towers, and any of
		the objects or purposes listed as "Class 5 Blaster or Class 6 B	laster"		
4		Petroleum Above/Below Ground Storage Tank Removal and I	nstalla	tion	(Attach copies of State Certifications.)
5		Hazardous Material Removal (Contractor to be certified for asl	bestos	and	l lead abatement per the Wisconsin Department
		of Health Services, Asbestos and Lead Section (A&LS).) See			
		www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Pe			
		attached.			
6		Certification number as a Certified Arborist or Certified Tree W	lorker -		dministered by the International Society of
6			UNCINCI	300	anninatered by the international Society of
-		Arboriculture	Zan I Ko		the the contification in the action of the form
7		Pesticide application (Certification for Commercial Applicator F			in the certification in the category of turn and
•		landscape (3.0) and possess a current license issued by the D	AICP)	
8		State of Wisconsin Master Plumbers License.			

State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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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 <u>ad hoc</u> 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 <u>ad hoc</u> basis for a specific job.

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the <u>bidder</u> 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. Nothwithstanding 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 <u>meets or exceeds</u> 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 <u>does not meet</u> 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 <u>separate</u> Contact Report must be completed for <u>each applicable</u> SBE which is <u>not</u> 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

Α.

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:

- 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

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT -2019 CONTRACT NO. 8296

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 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of sanitary sewer main and laterals, storm sewer structures and pipes, curb and gutter, base preparation, asphalt pavement, street lighting, traffic signals, sidewalk, driveway aprons and asphalt bike paths.

The project limits for the work are on E. Wilson St. from S. Franklin St. to S. Blair St., on Williamson St. from S. Blair St. to S. Blount St., and on S. Blount St. from Williamson St. to the railroad crossing.

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field. The plans show assumed replacement locations but these may change depending on final locations of utility work or when directed by the Construction Engineer.

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 104.10 CLEANING UP

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

and inlets shall be removed immediately. Any residue from concrete work that may splatter on to adjacent items to remain shall be removed immediately by the contractor.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

It is anticipated that the Contractor will need to use multiple crews in order to complete the work under this contract within contract duration. It is also expected that certain items of work, especially the concrete work and asphalt paving, will require multiple mobilizations to meet the requirements of the traffic control and coordination specifications.

Notify City Traffic Engineering, Troy Vant (395-1975), once conduit and bases are installed and cured. The Contractor shall coordinate their work with City crews as shown in the plans and defined in these special provisions. Traffic Engineering crews will need to time to install all new lighting and traffic signals and temporary traffic signals. The Contractor shall provide time and space for Traffic Engineering to complete this work as the roadway cannot be re-opened until these items are fully installed.

Existing Items to Remain

The Contractor shall use care around existing trees, plantings, walls, steps, public art, signs, utilities and any other structures or amenities that are indicated on the plans to remain. This project will involve work immediately adjacent to historic buildings, a public art installation, and professionally landscaped areas; the Contractor shall protect all items that are to remain and shall immediately clean off any residue from adjacent construction activities.

The existing Traffic Engineering electrical and fiber optic must remain in service throughout the duration of the project. The electrical conduit crossings that are to be replaced must remain operational until temporary signals and/or lighting are installed and are operational.

No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal. Several trees are noted on plans to follow the "No Root Cutting" procedures as identified in the standard specifications. The Contractor shall not store materials or equipment within in 6 ft. of any existing tree that is to remain.

Access to Properties

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times. All means necessary to maintain this access shall be considered incidental which may include but is not limited to high early strength concrete and temporary plating. Temporary cross walks shall be used as needed to maintain safe access through the project, and these will be paid under the appropriate bid item.

Businesses may elect to place signage within the work zone to help identify their driveway locations. The Contractor shall coordinate with the businesses on sign placement and ensure that signs are visible and logically located and shall work around the signs. Any damages to the sign caused be the Contractor shall be repaired at the Contractor's cost. Coordinating with the businesses for access locations and sign placement shall be considered incidental to the contract.

Coordination with Utilities and Railroad

This project will require close coordination with private utility companies. There are several existing utilities located within the project limits that are to remain. Several of these facilities are old and will require care when working near them.

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, and work on the sanitary sewer and storm sewer may require some relocation work by the utilities. The existing manholes for several of the facilities within the project limits are large, and the approximate size of these structures is shown on the plans. The Contractor shall coordinate with all utilities for any structure adjustments. Provide a minimum of 1 week notice prior to needing structure adjustments.

New underground utilities will also be installed by MG&E during this project. The Contractor shall coordinate with MG&E and their contractors to provide space and time to complete the work within the contract timeframe as indicated in Section 109.2 Prosecution of Work MG&E will install new gas main on E. Wilson St. and on Williamson St. The new gas main on E. Wilson St. is anticipated to be under the sidewalk on the north side, and the new main on Williamson St. is currently planned to be under the westbound travel lane. Additionally, a new main is planned for S. Blount St., under the sidewalk on the new gas mains will also include work to replace services between the new main on the buildings. Contact Roger Ahles (rahles@mge.com or 608-252-5682) with questions related to the gas main work.

MG&E also plans to install new electrical conduit adjacent to their existing duct package on E. Wilson St. This work will include placing six (6) new ducts along the existing duct package. No new manholes are anticipated with this work. Contact Mark Bohm (mbohm@mge.com or 608-252-4730) with any questions related to the electrical conduit work.

The railroad crossing through the intersection of Wilson/Blair/John Nolen will also be replaced during this project. The entire crossing will be replaced, and this work will involve traffic closures to Wilson St. and to Blair St. This work is currently scheduled to start on the evening of June 19 and be completed by 5AM on June 24. The contacts for this work are Roger Schaalma (rschaalma@watcocompanies.com) and Chris Jacobson (cjacobson@watcocompanies.com or 414-750-6427).

Coordination Meetings

The Contractor shall attend weekly coordination meetings with the private utilities and City representatives. These meetings will be held at a day and time that is mutually agreeable to all attendees. Day and time of the meeting will be set at the preconstruction meeting.

BID ITEM 10725 - ALTERNATE BUSINESS ACCESS SIGN

This item includes providing, installing and maintaining signs on E. Wilson St., facing eastbound traffic, while the one-way portion of E. Wilson St. (east of Blair) is closed. These signs shall indicate that access to the Gateway Mall is by U-Turn at Williamson St. and Blount St. Signs shall be placed such that they provide enough advanced warning that vehicles can move to the proper lane.

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

At either end of the project on E. Wilson St. and Williamson St., the Contractor shall install "All Businesses Open" signs adjacent to the lane/road closure signage. Sign shall have a white background with 6" black block lettering.

Traffic control phases are provided in the plan set. The Contractor is responsible for determining the order of phases and schedule of work. Submit all traffic-control change requests to the construction engineer at least 7 calendar days prior to an actual traffic control change. A request does not constitute approval.

Minimum traffic lane width is 10 feet of hard pavement. Gutter pan and traffic delineators shall not encroach into the 10 feet of lane width.

The Traffic Control Plan shows all median lane work through East Wilson Street and Williamson Street only occurring at the same time. However, median lane work on East Wilson Street may take place at the same time as outside lane work on Williamson Street and vice versa.

Traffic lane closures on South Blair Street and on John Nolen Drive may only occur on weekdays between 9:00 a.m. and 3:00 p.m. or any time on weekends.

The dedicated right turn lane from northbound John Nolen Drive to eastbound Williamson Street shall remain open at all times except when active work is taking place, allowed only during off-peak traffic times (weekdays from 9:00 a.m. to 3:00 p.m. or any time on weekends) that necessitates the closure. When the dedicated right turn lane is closed, right turns shall still be maintained from northbound John Nolen Drive to eastbound Williamson Street.

The traffic crossover on Williamson Street for work within the South Blount Street intersection (Sheet TC-6) shall be in place for a maximum of 7 calendar days.

The traffic crossover on East Wilson Street for sanitary sewer (Sheet TC-12) shall be in place for a maximum of 7 calendar days.

Tubular markers used to separate traffic in opposite directions shall be per WISDOT S.D.D. 15C-11.

Maintain access to and from the parking area behind the Gateway (600 Williamson St) at all times. Access to the parking area is either from E. Wilson St. (east of Blair) or through the parking lot and driveways off of Williamson St. The only exit for this parking area is to S. Blount St. Maintain access to all other driveways/parking lots at all times.

Railroad Crossing Replacement

Wisconsin & Southern Railroad (WSOR) will replace the railroad crossing across East Wilson Street and South Blair Street. Due to WSOR's aggressive work schedule, the City Contractor will not be able to complete work at or near the railroad tracks concurrently with the railroad replacement. WSOR will complete the work under the following schedule:

- Wednesday, June 19, 9:00 a.m.—fully close East Wilson Street between South Franklin Street and South Blair Street to begin removing old tracks (South Blair Street and John Nolen Drive remain fully open). This closure remains until Monday morning, June 24.
- Friday, June 21, 6:00 p.m.—close South Blair Street at the tracks in both directions. Close both westbound left turn lanes on East Washington Avenue at Blair Street, and close one lane of northbound John Nolen Drive, prior to South Broom Street. One lane of northbound/eastbound John Nolen Drive traffic will be allowed to travel to Williamson Street, and will be forced to turn right onto Williamson Street. Westbound Williamson Street will be forced to turn left onto John Nolen Drive. One lane of southbound South Blair Street will be allowed to turn right onto East Wilson Street. Eastbound Wilson Street will be hard-closed at South Franklin Street with soft closures at South Butler Street and East Doty Street. Traffic will remain under these restrictions until Monday morning.
- Monday, June 24, 5:00 a.m.—all lanes of South Blair Street and John Nolen Drive open. One lane in each direction open on East Wilson Street and Williamson Street.

- The traffic control required for this railroad replacement will be provided by, setup, and takendown by City of Madison Traffic Engineering staff and WSOR staff.
- If weather prevents the Railroad from completing their work under this schedule, new dates will be coordinated for this work, as deemed appropriate by the City.

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

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all signing to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project. Contractor shall promptly remove any advanced warning signs when they no longer apply.

The Traffic Control Plan may need to be altered as conditions change in the field. This includes relocating existing traffic control or providing additional traffic control. This is considered incidental to providing traffic control for the project.

Type "A" blinking warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type "C" steady-burn warning lights on any barrels used to taper traffic. Warning lights are not required on barrels that are only used during daytime.

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

Contractor shall place portable, changeable message boards at least one week in advance of the start of work, notifying the public of the start of construction as shown on the Traffic Control Plan provided.

Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all switchovers of traffic lanes and closures of streets. Notifications must be given by 4.00 p.m. on Thursday for any such work to be done on the following Monday. Notify Metro Transit at least 7 days prior to traffic switches, street closures, and reopening the road to through traffic for bus routing. Metro Transit contact is Tim Sobota (608) 261-4289.

Maintain sidewalk at all times on one side of the street and both sides when possible. When sidewalk must be closed for construction purposes, the Contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure per City of Madison S.D.D 6.36. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. In areas where existing sidewalk has been removed, provide a temporary surface for pedestrian access at all times. The temporary surface shall meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements and shall consist of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Construction Engineer. Gravel or base course material is not acceptable. Maintaining sidewalk, and any temporary

sidewalk surfaces necessary to do so, is incidental to the contract. Provide temporary crosswalks where directed by the Engineer. Temporary crosswalks will be paid separately – see Bid Item 90004.

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

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

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

Contact Tom Mohr, City of Madison Traffic Engineering, at (608) 267-8725 for questions regarding these specifications.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

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

The company representative who may be consulted by Bidders and Contractors with regard to railroad requirements is Roger Schaalma of Watco Companies, at (608) 243-9101 x 4211. Notice must be given to Roger Schaalma at least 72 hours prior to working within twenty-five feet (25') of the Railroad Tracks. The Contractor shall obtain the authorization of the WSOR to work within twenty-five feet (25') of the railroad tracks prior to any work being done. Any time that work is being done within twenty-five feet (25') of the track, a WSOR flag person must be present.

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

shall submit an additional pre-payment for the estimated additional cost for compensation of a flag person, prior to any work continuing within twenty-five feet (25') of the tracks.

Absolutely no staging of equipment or materials will be allowed within the railroad right-of-way.

If a Contractor violates any of these requirements, the Wisconsin & Southern Railroad reserves the right to remove and prohibit the Contractor from any further access or encroachment on the Wisconsin & Southern Railroad right of way regardless of whether or not that access or encroachment is on, under, over, intentional or inadvertent, until such time as the Contractor provides satisfactory assurances and measures to prevent any reoccurrence of such violation.

BID ITEM 10790 - RAILROAD INSURANCE

The Contractor shall provide special third party protection insurance for, and in behalf of, the Wisconsin and Southern Railroad Company as well as the Union Pacific Railroad Company per Section 107.12(c) Railroad Insurance Requirements of the City of Madison Standard Specifications.

The amount of insurance to be provided shall be limited to a combined single limit amount of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property, with Six Million Dollars (\$6,000,000) aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

SECTION 108.2 PERMITS

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

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

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall start work on <u>APRIL 1, 2019</u>. All work under this contract shall be completed by <u>AUGUST 8, 2019</u>.

Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer, and the agreed upon date must be determined at least 21 days prior to the anticipated start date. If the Contractor requests to start earlier than the date specified, the completion dates will be adjusted in kind.

The total contract includes additional time for work days necessary for MG&E to complete their work on the project. No time extensions will be given for coordinating with the utilities and for providing time and space for the private utilities to complete their work within the contract duration.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed, and liquidated damages due the City from the Contractor for failure to complete all work by the specified completion date for the entire contract shall be \$2,500 per calendar day.

BID ITEM 20101 - EXCAVATION CUT

The plan quantity of excavation cut includes quantities for removal of existing street areas that will become grass terraces under this project. These areas shall be excavated to a minimum depth of 24 Inches, in order to remove the existing pavement and base material. These areas shall then be filled with 12" of Select Fill Sand (paid separately) and 12" of topsoil (paid separately).

BID ITEM 20221 - TOPSOIL

DESCRIPTION

Topsoil shall be installed at the locations indicated on the plans and details per the Standard Specifications, except as described in this special provision.

In locations where topsoil is to be placed, the Contractor shall install a minimum of 12" of topsoil. Any additional excavation necessary to place topsoil to the required depth shall be considered incidental to the bid item. In areas where topsoil is to be placed adjacent to curb, sidewalk, or bike paths, the topsoil shall be placed to a depth of 6" within 1 ft. of these items. All base and backfill materials within 1 ft. of these items shall be placed and compacted per the standard specifications.

METHOD OF MEASUREMENT

Topsoil shall be measured by the Square Yard at the top surface, regardless of the placement depth of the topsoil.

BID ITEM 20323 - REMOVE CONCRETE SIDEWALK & DRIVE

Removal of pavers shall be measured and paid as remove concrete sidewalk & drive.

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 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.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or <u>kfrank@cityofmadison.com</u>.

SANITARY SEWER GENERAL

This project shall include installing approximately 590 feet of new 8" PVC SDR-35 & 26 sewer main, 400 feet of new 8" and 10" AWWA C900 main, and 879 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). AWWA C900 Pressure Pipe sewer main and lateral as called for on the plan set shall be payable under PVC Pressure Sanitary Sewer Pipe (Bid Item 50321 & 50323) and Sanitary Sewer Lateral – Pressure Pipe (Bid Item 50355).

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. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. 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.

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 668 feet of new storm sewer of various sizes ranging from 12" to 18" equivalent.

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 out 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 stall 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.

SECTION 502.1(c) DEWATERING

DESCRIPTION

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

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

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

Discharge <u>potentially contaminated</u> water from the zones as indicated on the construction plan set or as directed by the Engineer to the sanitary sewer. For the purposes of this project suspended solids shall not be considered a type of contamination. Do not discharge contaminated groundwater without prior approval from the Environmental Consultant.

Obtain a *City of Madison Permit to Discharge to the Sanitary Sewer* compliant with all local ordinances and state statutes. The permit will require that the Contractor monitor the volume of total water discharged into the sanitary sewer and will determine the necessary reporting frequency. The contact for obtaining this permit is:

Megan Eberhardt City of Madison Engineering 608.266-6432 <u>meberhardt@cityofmadison.com</u>

The City's Environmental Consultant will be responsible for obtaining the necessary approvals from the Madison Metropolitan Sewerage District (MMSD) for disposal of potentially contaminated groundwater. This approval will be issued at the same time as the *Permit to Discharge to the Sanitary Sewer*. Submit a dewatering plan to the City of Madison for approval with the application for *Permit to Discharge to the Sanitary Sewer*.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer or the Environmental Consultant.

CONSTRUCTION

Subsection 205.3 of the standard specifications is supplemented with the following:

Water shall not be allowed in trenches while pipe is being laid.

No masonry shall be installed in water nor shall water be allowed to rise over masonry or concrete if there is danger of flotation or of setting up unequal pressures in the concrete until the concrete has set at least 24 hours and any danger of flotation has been removed.

Dewatering shall be done in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Dewater sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom which otherwise may tend to cause boiling or a "quick" condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, the dewatering equipment must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from the dewatering operations directly to a minimum 1,500 gallon holding tank to allow for settlement of large solids. Periodically pump <u>clean water</u> from the top of the settling tank into the storm sewer system. Periodically pump <u>potentially contaminated water</u> from the top of the settling tank into the approved sanitary sewer. Provide a meter to measure the volume of potentially contaminated water discharged to the sewer system.

If free phase petroleum product, such as gasoline floating on the water, is observed during dewatering activities, terminate dewatering activities and notify the Engineer and the Environmental Consultant.

Notify the Engineer at least three (3) days in advance of any proposed changes to the dewatering plan.

Any flooding or erosion damage caused by dewatering operations is the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Erosion control shall be exercised at all times, including the placement of silt fences, sedimentation basins and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Only electrically driven pumps shall be used for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This shall apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

The contractor is responsible for removal and/or abandonment of dewatering wells. Removal and/or abandonment shall conform to all state and local regulations.

METHOD OF MEASUREMENT

Dewatering of <u>clean water</u> will not be measured. Measure dewatering of <u>potentially contaminated water</u> in gallons and provide this information to the Engineer at the frequency determined by the *Permit to Discharge to the Sanitary Sewer*. This information will not be used as a basis for payment.

BASIS OF PAYMENT

Dewatering is incidental to the contract; therefore, this work will not be paid separately and shall be included with the trenching operations for the particular pipe being installed. Dewatering includes all work necessary for pumping, settling, and discharging water; for any permit fees required; for elimination and correction of any flooding or erosion damage caused by dewatering operations; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

No disposal fees are required by the City of Madison for discharge to the storm sewer system. The City of Madison will pay for any disposal fees for the discharge of water to the sanitary sewer system.

BID ITEM 50225 - UTILITY TRENCH PATCH TYPE III (UNDISTRIBUTED)

Utility Trench Patch Type III shall be completed per the standard specifications, except as follows. The trench patches shall be constructed with 4" of asphalt pavement on 8" of gradation 2 crushed aggregate base course.

This item is intended to be used in locations where trenches need to be restored in order to meet the requirements of the traffic control specifications.

BID ITEM 50353 – SANITARY SEWER LATERAL BID ITEM 50355 – SANITARY SEWER LATERAL – PRESSURE PIPE

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.

Each sanitary sewer lateral shall have a maximum of 4 sidewalk squares (100 sf). No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral.

BID ITEM 50356 – RECONNECT BID ITEM 50357 – RECONNECT – PRESSURE PIPE

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 & 50355).

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.

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 50797 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to provide and install External Sewer Access Structure Join Seal in accordance with Article 507.3 of the City of Madison Standard Specifications for Public Works Construction 2019 Edition.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 50801 - UTILITY LINE OPENING (ULO)

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

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

SECTION 601 ELECTRICAL, GENERAL REQUIREMENTS

The existing signal and lighting poles, conduits, handholes, and manholes not scheduled for removal or abandonment shall be protected during construction. If the contractor believes that damage to such facilities is unavoidable, the contractor shall not damage or remove any facilities until the City Traffic Engineering electrical inspector has reviewed and approved such actions. Any damage or removal of City electrical conduit, wire, fiber, or structures, without the specific approval by the City Traffic Engineering electrical inspector shall be promptly repaired or replaced by and at the expense of the contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor.

Any damage or removal of City street lighting facilities shall be repaired or replaced within 24 hours, but any resulting street light outage resulting from such damage or removal shall be confined to as few numbers of street lights as possible. The streetlight circuits shall remain operational each and every night. If any street light outage continues beyond 24 hours, the City shall have the right to make temporary or permanent repairs, with the full cost of such work, including engineering time, billed to the general contractor.

The City of Madison Traffic Engineering Division will install temporary signals on contractor installed temporary support structures and new signal poles as necessary and install wire for new traffic signal operation. City crews will also install new permanent street light controller cabinets. The contractor shall install and maintain streetlighting and traffic signal support equipment to keep lighting and signals operating during construction as described in bid item 90090.

Unless a traffic signal or street light pole or base is specifically designated for removal, it shall be saved. Unless a manhole, handhole or conduit is specifically designated for removal, it shall be saved.

The City will install new streetlight poles as shown on the plan sheets and wiring.

The Contractor shall compare electrical plans to the plan and profile sheets to be aware of existing and proposed utilities as they relate to the proposed electrical work.

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

The following electrical materials will be furnished to the Contractor at the Traffic Operations Shop, 1120 Sayle Street. The Contractor shall notify the Traffic Operations Shop (Dennis Rowe at 266-9034) twenty-four (24) hours prior to picking up any materials.

ITEM

Quantity

3/4" x 19" Anchor Bolts	9 sets of 4	for type G bases
3/4" x 24" Anchor Bolts	9 sets of 4	for LB-1 bases
1" x 40" Anchor Bolts	11 sets	of 4 for LB-3 bases
1-1/4" x 48" Anchor Bolts	8 sets	of 4 for LB-8 bases

SECTION 602.3(d) ELECTRICAL CONDUCTORS

Existing street light conductors shall be saved and reused whenever possible. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with saving and reusing existing wire or removing existing wire from conduit is incidental to associated conduit, wire, and base construction items.

SECTION 602.4(b) ELECTRICAL CONDUIT

Item 60241, Gopher Raceway, shall include any and all work associated with determining locations of existing utilities, such as underground locates. Item 60241 shall include raceways created by pushing, gophering or boring. The measured quantity will only include distances installed directly underneath curb and gutter, roadway, and sidewalk sections that are not removed or constructed with this project. Minor alterations in conduit location may be made by the City Traffic Engineering Electrical Inspector to avoid gopher installation.

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the Typical Conduit Installation detail shown on the plan sheet. When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

When curb and gutter is not being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed in the roadway, three feet from the edge of gutter, and as approved by the City Traffic Engineering Electrical Inspector.

Entering existing manholes shall be made by watertight methods. The cost for drilling holes in manholes and resealing such openings after the conduit is installed shall be considered incidental to the electrical conduit bid item.

When a concrete cap is required and authorized by the City Traffic Engineering inspector, each one (1) cubic foot of concrete cap placed shall be paid for as 2.5 square feet of 5-inch sidewalk.

SECTION 604 BASES FOR STREET LIGHTING UNITS

The bid items for street light bases shall include cutting existing conduit and wire, pulling back and saving existing wire as noted, and extending existing conduit and wire into each new base where streetlight conduit and/or wire already exists. Existing street light conductors shall be saved and reused as indicated on the plan or by the City Traffic Engineering Electrical Inspector. Any existing wire that is damaged or removed by the contractor when it could have been reused shall be replaced by the contractor at no expense to the City. All work associated with installing conduit connection between existing conduit and

new base, saving and reusing existing wire or removing existing wire from conduit is incidental to the bid items for street light bases.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

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

There is only minor water main work on the project; the majority of the existing main is to remain in place. The work includes the installation of an offset in existing main to accommodate new storm sewer piping and relocating hydrant and valves in conflict with proposed facilities. The project also includes abandoning existing water valve boxes and hydrants and adjusting valve box sections for valves remaining in service. Note the existing main is PVC, not ductile iron.

Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

Water Services Outages: General

Many businesses within the project limits are sensitive to water service outages and/or have a large number of tenants/residents. Contact affected business owners and/or managers before planning water service outages and schedule outages to accommodate their needs within allowable working hours including scheduling service outages on weekends. Sequence water main operations to minimize outages to affected business owners and residents. Specific requirements for advance outage notification are noted in the sections below.

Water Services Outages: Additional Notification Requirements

The following customers/businesses have additional specific requirements:

- Seven J's (Owner) and multiple tenants, 601 to 625 Williamson Street
 - Provide notification a minimum of four business days in advance of service outage
 - Contact Mark Beaster at (608) 279-3311
- The Fauerbach Condominiums, 400 Block of S. Blount Street; (Property Management by 360 Commercial Real Estate Services)
 - Contact Property Manager Katie Myhre at (608) 807-0660

Red Caboose Child Care Center, 654 Williamson Street

- Provide notification a minimum of four business days in advance of service outages
- o Contact Lisa Fiala At 608-256-1566 (Desk) Or 608-213-8150 (Cell)

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

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

WATER UTILITY GENERAL NOTES FOR SPECIFIC WORK:

- WN1 Replace the existing lead service with a new copper service.
- WN2 Extend and reconnect the existing copper service to the new water main.
- WN3 Existing service to be abandoned when water main is cut-off

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

SECTION 702 MATERIALS

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

SECTION 703 CONSTRUCTION METHODS

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

Hydrant/ Hydrant Length

Note the shallow bury depth of the proposed hydrant on S. Blount Street at Williamson Street. This hydrant is called to be installed over the Madison Gas & Electric (MGE) lake water intake/outtake. MGE requires the hydrant be installed with a minimum of two feet of vertical separation as shown in the plans.

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

BID ITEM 90001 - C1 CONCRETE SIDEWALK, 7-INCH

DESCRIPTION

This work shall be in accordance with the requirements of Part 3 of the Standard Specifications, except as herein after amended.

MATERIALS

The concrete mix design shall be as follows per cubic yard:

- Cement: 575 lbs
- Fine Aggregate: 950 lbs
- Upper Canadian Black Granite (½ x ¼) **or** Starlite Black Granite (9/16 x 3/16): 752.5 lbs Colonial Red Granite (9/16 x 3/16): 1397.5 lbs

Sieve Analysis Upper Canadia	Sieve Size 9/16" 0.53"	% Passing 100% 98.5% 84.7% 65.8% 14.2% 1.0%
Starlite Black G	iranite Sieve Size 9/16" 3/8" 3/16" #8	% Passing 98% 66% 12% 0%
Colonial Red G	ranite Sieve Size 9/16" 3/8" #4 #8 #16	% Passing 98.0% 67.0% 13.0% 3.0% <1.0%

Expansion joint filler shall be closed cell foam type conforming to ASTM D 1752. ASTM D 5249, Type 41 2, ASTM D 7174. The joint sealer shall be the gun grade Sonolastic NP 1 urethane as manufactured by Sonneborn, or an approved equal. The color shall match the adjoining work and shall be approved by the Engineer.

CONSTRUCTION

Placing and Finishing Concrete. Conform to Part 3 of the Standard Specifications for the concrete. The Engineer will check and approve the foundation, forms and reinforcement if required, before placing the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before mortar sets, spray the surface with water and brush or lightly broom the surface to expose the aggregate to closely match the existing C1 concrete sidewalk adjacent to the area. The Contractor shall provide water for use in spraying the surface and should not assume that water will be provided by the City. Before performing the final surface finish, check the sidewalk surface with a 10-foot straightedge, and correct all areas that vary ¼-inch from the testing edge by adding or removing concrete while the concrete is still plastic.

C1 Concrete Sidewalk 7-Inch shall be doweled into adjacent and new concrete with #6 epoxy coated tie bars. All tie bars shall be in accordance with Standard Detais 3.10 and 3.11 of the City of Madison Standard Specifications

All C1 Concrete Sidewalk 7-Inch shall include 2 inches crushed stone base foundation incidental if needed.

Contractor shall follow concrete waste management standard specifications.

Interface between C1 Concrete Sidewalk 7-Inch and curb and gutter shall have foam expansion joint and caulk seal, which are incidental to this item.

METHOD OF MEASUREMENT

C1 Concrete Sidewalk 7-Inch shall be measured by the square foot installed and accepted.

BASIS OF PAYMENT

C1 Concrete Sidewalk 7-Inch, measured as stated above, is full compensation for providing all materials, including concrete, bar steel reinforcement HS, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in construction concrete sidewalks as specified in the contract.

BID ITEM 90002 – DECOMPOSED GRANITE

DESCRIPTION

This bid item is to provide decomposed granite for the tree openings where the trees are too large for tree grates, or to restore existing areas that have been treated with decomposed granite. Provide uniform 4" depth to surface of tree opening. Full 4" depth may not be possible at all locations due to tree roots. Do not damage tree roots for installation of Decomposed Granite.

MATERIALS

Decomposed Granite is to be orange/red in color. Contractor shall submit sample to Engineer prior to ordering or installing.

METHOD OF MEASUREMENT

Decomposed Granite shall be measured by square foot of installed material.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be payment in full for furnishing, installing stone, and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90003 – TEMPORARY PAVEMENT

DESCRIPTION

This work shall include all work, materials, labor and incidentals necessary to construct a temporary pavement which shall consist of either 3" minimum thick HMA pavement on 8" gradation no. 2 crushed aggregate base course or of 6" concrete pavement on 6" crushed aggregate base course.

Temporary pavement shall be placed at the locations indicated on the plans or as directed by the engineer to meet the requirements of the Maintenance of Traffic Specifications. This item is intended to be used in locations where a traffic crossover of a median is required. The contractor shall remove miscellaneous structures as necessary, which may include curb and gutter, portions of driveways, etc. Removal of items shall be paid under the appropriate bid items.

The area to be placed with temporary pavement shall be excavated to the appropriate depth, which is included with this item of work. The Contractor shall then place the appropriate thickness of base course material per the standard specifications, and then place the pavement material to the required thickness as noted previously.

All materials, preparation and placement shall be in accordance with Part IV of the Standard Specifications. The Contractor shall place the temporary pavement such that it is even with the adjacent paved surfaces and will be suitable for use for a driving surface or for pedestrian use.

The outside edge of the pavement material shall be finished such that it conveys stormwater in manner similar to the existing curb and gutter. The edge of the temporary pavement shall provide a flowline that matches into the flowline of the existing curb and gutter that is being matched into, and the temporary pavement shall drain appropriate to existing inlets or drain and match into the downstream curb and gutter. The edge of the pavement shall be a minimum of 3" above the temporary flowline except where openings are required for driveways.

Removal of the temporary pavement is included with this bid item.

METHOD OF MEASUREMENT

Temporary Pavement shall be measured by the square yard acceptably installed.

BASIS OF PAYMENT

Temporary Pavement shall be measured as described above shall be full payment for all work, materials and incidentals required to complete the work in accordance with the description

BID ITEM 90004 - TEMPORARY CROSSWALK ACCESS

DESCRIPTION

This special provision describes maintaining accessible crosswalks crossing the construction zone. Maintaining accessible crosswalks consists of maintaining a crosswalk on existing pavement, new pavement, or temporary surface material. Depending on the contractor selected location of the temporary crosswalk, installation of a temporary ramp may be required to meet ADA guidelines, and shall be considered incidental to this bid item. If the temporary ramp crosses over existing curb and gutter, drainage through the gutter shall be maintained. Temporary Crosswalk Access shall be used to maintain pedestrian access as required under Maintenance of Traffic.

MATERIALS

Furnish a hard temporary surface material consisting of asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the Engineer. Gravel or base course material is not acceptable.

Any temporary crossings located at the intersection of Williamson/Wilson/Blair/John Nolen shall either be on existing pavement or constructed with temporary concrete or asphalt; rubber mat or steel plates will not be acceptable materials for crossings at this location.

CONSTRUCTION

Install, maintain, and remove temporary surface material at Temporary Crosswalk Access locations as shown on the plans or as directed by the Engineer. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 5 feet, except any temporary crossings at the Williamson/Wilson/Blair/John Nolen intersection shall be a minimum of 6' wide; be located outside the immediate work area, as approved by the Engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Contractor shall maintain the Temporary Crosswalk Access when disturbed by construction operations or utility trenches or as necessary to keep the access in compliance with ADAAG. Depending on the amount of disturbance to the Temporary Crosswalk, maintaining that temporary access may require removing and relaying the material in the same location.

Depending on the selected location for the temporary cross walk, the Contractor may also be required to provide a temporary ramp, which shall be included with this item.

METHOD OF MEASUREMENT

Temporary Crosswalk Access will be measured as Each Temporary Crosswalk Access acceptably installed, maintained and removed in a single location.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price which is full compensation for furnishing, loading, hauling material; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material; for reconstructing or relaying the temporary surface material; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90005 - FENCE SAFETY (UNDISTRIBUTED)

DESCRIPTION

This special provision describes constructing a temporary fence where necessary between the construction zone and sidewalk open to the public, or as directed by the Engineer and as hereinafter provided. Fence shall only be installed in locations around and adjacent to temporary crosswalks to help direct pedestrians to the crosswalk areas and prevent crossing at unsafe locations. Safety fence installation shall not interfere with access to any properties or any space within the right-of-way used by adjacent businesses, if approved by the City. Fence shall also extend to the ground to be detectable by cane for the blind.

MATERIALS

Provide notched conventional metal "T" or "U" shaped fence posts. Provide fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh opening:	1 inch min to 3-inch max
Resin/construction:	High density polyethylene diamond mesh
Service temperature:	-60° F to 200° F (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate tensile strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at break (%):	Greater than 100% (ASTM D638)
Chemical resistance:	Inert to most chemicals and acids

CONSTRUCTION

Drive posts into the ground 12 to 18 inches or use other Engineer approved method to secure posts. Space posts at a maximum of 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging. Overlap two rolls at a post and secure with wire ties.

In areas where concrete sidewalk is not to be removed, the contractor shall provide other means for securing fencing and posts so as not to disturb the concrete pavement or sidewalk. Such means could be by use of barrels, fence posts with concrete bases, or other approved means.

It is expected that all fencing will be promptly removed once the concrete pavement work has been completed and concrete is cured or at an earlier date as required by the Engineer.
METHOD OF MEASUREMENT

City Engineering will measure Fence Safety by the linear foot along the base of the fence, center to center of posts. Fence that is moved or removed and replaced for construction activities on the same side of the street will not be measured and paid again.

BASIS OF PAYMENT

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90006 - CRACK AND DAMAGE SURVEY

DESCRIPTION

This special provision describes conducting a crack and damage survey at 301 S. Blount St., 601 Williamson St., 414 E. Wilson St., 506 E. Wilson St., 510 E. Wilson St., 514 E. Wilson St., 516 E. Wilson St., 518 E. Wilson St. and 522 E. Wilson St.

The survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

CONSTRUCTION METHODS

Prior to any construction activities, the Contractor shall provide notice to residents of work to be completed and thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be submitted as a pdf document on USB flash drive.

The photographs shall be taken producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be digital photographs with photograph time and date stamp details on each picture. Photographs shall be submitted with reports.

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

In lieu of photographs, a video may be used provided it produces the clarity required to perform this work. Videos shall be provided on the USB flash drive with the reports.

MEASUREMENT

Crack and Damage Survey will be measured by the unit, each, for accepted reports.

BASIS OF PAYMENT

Payment is full compensation for providing the before and after written reports, photographs or videotapes; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

BID ITEM 90007 - BIKE RACK, SINGLE STALL

DESCRIPTION

This work shall consist of the furnishing and installing bike racks at the locations shown on the plans and as herein provided. Bike racks shall be installed on a 5" concrete pad (paid under Bid Item 30301). Contractor shall contact the Engineer prior to installing the concrete pad to verify the size and the location of the concrete pad and bike rack.

MATERIALS

All bike racks shall be galvanized steel. Acceptable single stall bike racks are: "Bike Hitch" made by Dero, "Post & Ring" made by Saris, "Post and Ring" made by Madrax, or approved equal. The contractor shall install the same style of rack for bike racks. More information regarding bike racks can be found on the City Traffic Engineering website at:

http://www.cityofmadison.com/trafficEngineering/documents/MadisonBikeParking20100715.pdf

CONSTRUCTION

Install bike racks with stainless steel bolt and anchor system according to manufacturer's instructions in locations shown on the plans. Install plastic shims under the base of the bike rack to elevate the anchoring location slightly above the sidewalk; coordinate shim placement with the Engineer.

METHOD OF MEASUREMENT

Bike racks shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which shall be payment in full for furnishing, installing bike racks; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90008 - BIKE RACK, MULTI-STALL

DESCRIPTION

This work shall consist of the furnishing and installing multi-stall bike racks as shown on the plans and as herein provided.

MATERIALS

Bike rack, multi-stall shall be a 7-stall, double sided bike rack. Acceptable styles are the Dero "Campus Rack," Madrax "Shark," or approved equal. Bike racks shall be steel, hot-dipped galvanized finish.

CONSTRUCTION

Install plastic shims under the base of the bike rack to elevate the anchoring location slightly above the sidewalk; coordinate shim placement with the Engineer. Bike rack shall be installed by flange/bolt system per the manufacturer's recommendations.

METHOD OF MEASUREMENT

Bike Racks shall be measured by the unit, each, installed and accepted in place.

BASIS OF PAYMENT

This item, measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing, installing benches; and for furnishing all labor, tools, equipment and incidentals necessary to complete this item of work.

BID ITEM 90009 - SIGNS REFLECTIVE TYPE I

DESCRIPTION

Work under this item shall include <u>sign layout</u>, providing sign panels, and installing Type I reflective signs per the requirements of the most current version of the Wisconsin Department of Transportation Standard Specifications, Section 637.

The Contractor shall design and layout the guide signs as shown in the signing plan. The material used shall be consistent with current MUTCD retroreflectivity and color standards. The contractor shall provide the traffic engineer shop drawings for final approval prior to fabrication.

METHOD OF MEASUREMENT

Signs Reflective Type 1 shall be measured by the Square Foot of sign acceptably installed.

BASIS OF PAYMENT

Signs Reflective Type 1, measured as provided above shall be paid at the contract unit price, which shall be compensative in full for providing and installing the signs per the plans and detail drawings and in accordance with the latest version of the Wisconsin Department of Transportation Standard Specifications.

BID ITEM 90010 – CANTILEVER OVERHEAD SIGN SUPPORT STRUCTURE

DESCRIPTION

Work under this item shall include design, fabrication, transportation and construction of Cantilever Overhead Sign Support Structures including the concrete base as called for in the plans and per the requirements of the most current Wisconsin Department of Transportation Standard Specifications, Section 641.

MATERIALS

The pole shall have a 5" x 8" galvanized handhole with a contoured or flat cover plate joined to the reinforced handhole frame with two bolts. The handhole shall be located 90°clockwise from the bracket arm side of poles as viewed when looking down from the top of the pole. The center of the handhole shall be 14 inches from the bottom of the pole. A solid metal bracket, with a drilled and tapped hole, shall be provided for securing cover plate bolts. Clips for holding these bolts is not acceptable. The machine bolts shall be a slotted hex-head style.

After all welding has been completed, the exterior surface of the pole, arm, and hardware shall be thoroughly cleaned and shall be free of all loose rust, mill scale, dirt, oil, grease, and other foreign substances. The poles and arms shall be hot-dipped galvanized in accordance to the requirements of ASTM Designation A123. The hardware shall be hot dipped galvanized in accordance to ASTM Designation A153. The galvanized finish shall be bright, shiny, and uniform. Matted or dull pole sections will not be accepted. The minimum paint system shall be the

manufacturer's best paint system, using prime and finish paint, subject to City of Madison review and approval. The paint system chosen shall result in a durable weather-resistant paint well adhered to the poles and arms and suitable for streets with heavy salting and the resulting salt spray from passing vehicles traveling at speeds averaging 40 mph. The manufacturer's warranty on paint finish shall be identified. No warranty less than five years will be accepted. The black finish paint color shall be RAL 9004 with 80% gloss.

CONSTRUCTION

Construct Cantilever Overhead Sign Support Structures in accordance with of the most current Wisconsin Department of Transportation Standard Specifications, Section 641.

METHOD OF MEASUREMENT

Cantilever Overhead Sign Support Structures shall be measured as Each unit acceptably completed, which includes fabrication, delivery, and installation of concrete base, pole, arm and all hardware necessary to acceptably construct and install.

BASIS OF PAYMENT

Payment is full compensation for fabrication, furnishing, assembly and installation of cantilever overhead sign support.

BID ITEM 90011 - HIGH FRICTION COLORED SURFACE-BIKE LANE GREEN

DESCRIPTION

This work consists of furnishing and applying a high friction surfacing system in accordance with this Section and in conformity with the lines and details shown on the plans. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and antiskid surfacing to provide high friction resistance and the desired color. The color of the High Friction Colored Surface shall be Bike Lane Green.

The manufacturer's technical representative shall come to the construction site to train Department and Contractor personnel prior to surface treatment and shall be available during application as necessary or contractor shall provide documentation from manufacturer's representative endorsing contractor as gualified to install the material.

MATERIALS

General: Use Color-Safe Pavement Marking with Anti-Skid Surface by Transpo Industries or an approved equal. Use a MMA based resin system capable of retaining an aggregate topping under vehicular traffic conditions. Install High Friction Colored Surface in accordance with manufactures specifications.

The MMA based resin system shall comply with chromaticity requirements in accordance with MUTCD Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes.

MMA Based Resin System: The MMA based resin system shall meet the following requirements:

<u>Property</u>	Value	Test Method
Tensile Strength @ 7 days, psi, minimum	1000	ASTM D 638
Hardness, Shore D, minimum	80	ASTM D 2240
Gel Time, minutes, minimum	10	ASTM D 2471
Cure Rate, hours, maximum	3	Film@ 75°F
Water Absorption @ 24 hours, max.	0.25%	ASTM D 570

Aggregate: The aggregate shall be high friction crushed Bauxite, Granite, or gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

Property	Value	Test Method
Aggregate Abrasion Value,	maximum 20	LA Abrasion
Aggregate Grading,		
No 6 Sieve Size,	minimum passing, 95%	
No 16 Sieve Size,	maximum passing, 5%	
Aggregate Color	Green	

Certification: Finished surface shall have a minimum 60 FN40R in accordance with ASTM E274) of aggregate bonded to a vehicular bearing surface using the modified epoxy binder.

CONSTRUCTION METHODS

General: Apply High Friction Colored Surface in accordance with manufactures specifications.

Preparation: Prepare surfaces so that they are clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. The manufacturer's representative will determine if all surfaces have been adequately cleaned.

Protect utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location against the application of the surface treatment materials. Cover and protect all existing pavement markings that are adjacent to the application surfaces as directed by the Engineer. Remove by grinding any pavement markings that conflict with the surface application and thoroughly sweep or vacuum the surface clean prior to the epoxy binder application.

Pre-treat joints and cracks greater than 1/4 inches in width and depth with the mixed epoxy specified herein or by using an alternative procedure proposed by the manufacturer and agreed upon by the Engineer. Proceed with the epoxy binder and aggregate topping installation once the epoxy, in the pre-treated areas, has gelled or once the alternative procedure has been accomplished.

For applications on new pavements, install the high friction epoxy binder and aggregate topping a minimum of 20 days after the placement of the underlying and adjacent pavement.

Mixing and Application of MMA based resin system and Aggregate Wearing Course: Utilize one of the following methods for the application of the MMA based resin system, as applicable.

1) **Hand mixing and application**: Proportion the MMA based resin system as recommended by the manufacturer, and mix using a low speed, high torque drill fitted with a helical stirrer. Hand-apply the mixed components onto a prepared pavement surface at a thickness recommended by the manufacturer. Uniformly spread hand-applied base binder onto the substrate surface by means of a serrated edge squeegee.

2) **Mechanical mixing and application**: Apply the MMA based resin system material by a truck mounted application machine onto the pavement section to be treated in varying widths at a uniform application thickness. Proceed with operations in such a manner that will not allow the MMA based resin system material to separate in the mixing lines, cure, dry, or otherwise impair retention bonding of the high friction surfacing aggregate. Apply the mixed components mechanically onto the prepared pavement surface with a uniform thickness of 50 to 100 mils. Immediately, mechanically apply the high friction surfacing aggregate in a uniform, continuous manner.

For either of the above methods, do not use vibratory or impact type compaction on the aggregate after placement. Use only lightweight rollers to seat the aggregate topping without crushing the aggregate.

Complete coverage of the "wet" MMA based resin system material with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed.

Curing: Allow the high friction aggregate topped MMA based resin system to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured.

Removal of Excess Aggregate: Remove the excess aggregate by hand brooms, mechanical sweeping, or vacuum sweeping before opening to traffic. Excess aggregate can be reused on the following day's installation, provided the aggregate is clean, uncontaminated, and dry.

The Engineer may require additional mechanical or vacuum sweeping as necessary after the system fully cures and the treated surface is open to traffic.

PERFORMANCE REQUIREMENTS

Raveling and Delamination: Remove and replace high friction colored surface treatment that ravels, delaminates, or wears off within 90 days after placement, unless approved to remain in place by the Engineer. The limits of removal and replacement shall be approved by the Engineer. The replaced high friction colored surface treatment shall meet the requirements of this sub-article.

Warranty: The MMA based resin system material shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any of the MMA based resin system material that is installed not to specification or to the satisfaction of the Engineer. Non conforming MMA based resin system material shall be removed at no charge to the City and replaced with conforming product.

The warranty period in reference to the following points is to be 3 years from date of installation. Warranty of the following items shall be submitted in writing by the Contractor or his installer prior to the pre-construction meeting.

- The MMA based resin system material will maintain its original color in the surface area throughout the 'warranty period' with the exception of natural weathering, tire and dirt deposits and abnormal markings applied after installation.
- Friction will achieve a minimum BPN of 60 in accordance with ASTM E-303
- The MMA based resin system material will maintain its skid resistance qualities in 100% of its surface area to never fall below a BPN of 60 during the 'warranty period'.
- With the exception of structural cracking or excessive movement of the surface beneath the twopart modified epoxy material will not be subject to excessive cracking in its surface.

METHOD OF MEASUREMENT

High Friction Colored surface will be measured in square foot, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under: High Friction Colored Surface at the contract unit price per square foot, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the Performance Requirements and Warranty as provided herein.

BID ITEM 90012 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90013 - TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90030 - RECONSTRUCT CATCHBASIN TO SAS CASTING

DESCRIPTION

Work under this item shall include removing the roof and any adjustment from an existing CATCHBASIN, lowering the walls up to 12 inches, constructing a new roof, to accommodated two (2) standard R-1550-0054 City of Madison SAS castings (included as part of this item), and installation of the new castings to the proposed grade. The new roof shall be constructed to be in compliance with the roof detail for sewer access structures in the Standard Specifications for Public Works Construction. Any additional castings or structures present shall be removed or capped and shall be included in this item. This item includes all materials, incidentals, and labor required to complete the work. This item includes disposal of the existing casting and provision of a new sewer access structure casting.

METHOD OF MEASUREMENT

Reconstruct Catchbasin to SAS Casting shall be measured as each structure reconstruction is complete.

BASIS OF PAYMENT

Reconstruct Catchbasin to SAS Casting shall be measured as above and paid at the contract price which shall be full compensation for all work, materials, and incidentals to complete the work as outlined in the description.

BID ITEM 90031 - CONCRETE BEND

DESCRIPTION

Where shown on the plan utility sheets, the Contractor shall provide a pipe bend. This bend may be either field constructed or pre-fabricated bend.

Where precast sections are constructed, the bend shall be of like material. The interior of the joint shall be smith to match the interior of adjoining surfaces.

Where a field poured bend is constructed the bend shall be reinforced with welded wire fabric and shall utilize fiber reinforced concrete in the concrete collar itself. The interior or the joint shall be finished smooth to match the interior of adjoining surfaces.

MEATHOD OF MEASUREMENT

CONCRETE BEND shall be measured as each complete unit. Individual or multiple precast bend sections that are assembled to provide the total angle required will measured for payment as a single precast bend.

BASIS OF PAYMENT

CONCRETE BEND shall be paid as described above which shall be full compensation for all work, materials, equipment, and incidentals necessary to complete work as described above.

BID ITEM 90070 - EXCAVATION, LOADING AND HAULING OF PETROLEUM CONTAMINATED SOIL

DESCRIPTION

This special provision describes excavating, loading, and hauling of petroleum contaminated soil to the Waste Management Madison Prairie Landfill or Dane County Landfill. The City shall be responsible for all waste profiling and provide signed manifests to the Contractor to take with each load to the landfill. Tipping fees shall be paid for by the City of Madison.

Waste Management Madison Prairie Landfill 3490 Nelson Road Sun Prairie, WI 53590 (t) 608.837.9031

Dane County Landfill 7102 US Hwy 12 Madison WI 53718

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

Notice to the Contractor – Contaminated Soil Locations

Zones of known or suspected petroleum-contamination are indicated on the construction plan set, based on soil borings and DNR files. If contaminated soils—based on unusual odor, presence of cinders, staining, etc.—are encountered elsewhere on the project, terminate excavation activities in the area and notify the Environmental Consultant and Engineer. For more information regarding environmental contamination within the project limits, contact:

> Brynn Bemis City of Madison Engineering 210 Martin Luther King, Jr. Blvd., Rm 115 Madison, WI 53703 608.267.1986 bbemis@cityofmadison.com

Coordination

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

The role of the Environmental Consultant will be limited to:

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

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

Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

CONSTRUCTION

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

The Environmental Consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated

soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment.

While excavating, only excavate contaminated soils as required by the construction plan set. Do not overexcavate contaminated soils, unless directed by the Environmental Consultant or Engineer.

Directly load and haul soils designated in the construction plan set or by the Environmental Consultant for offsite landfill. Excavated contaminated soils may be temporarily stockpiled on site for no more than 24 hours. WDNR stockpile requirements for contaminated materials are specified in NR 718.05. Place contaminated soil on base material impervious to the contaminant and to water, such as concrete, asphalt, or plastic sheeting. Cover piles with impervious material, such as plastic sheeting, to prevent infiltration of precipitation and to inhibit volatilization of soil contaminants.

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

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

METHOD OF MEASUREMENT

Excavation, Loading and Hauling of Petroleum-Contaminated Soil will be measured in tons of contaminated soil accepted by the approved landfill as documented by weight tickets generated by the landfill.

BASIS OF PAYMENT

This item, measured as provided above will be paid at the contract unit price, which is full compensation for contaminated soil excavation, segregation, loading, and hauling of petroleum-contaminated soil; assistance with soil sampling; dewatering soil prior to transport; temporary stockpiling; replacement fill material; weighing of trucks; obtaining weight tickets from scale attendant; providing original copies of weight tickets to the engineer and the Environmental Consultant; arranging to have certificate of soil treatment submitted to the Engineer and the Environmental Consultant; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

BID ITEM 90090 – MAINTAIN STREET LIGHTING AND SUPPORT STRUCTURES FOR TEMPORARY TRAFFIC SIGNALS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, and removing wood poles, guy wires, luminaires, arms and aerial cable as shown on the plans, or as directed by the engineer, in order to maintain all of the existing lighting system and to install and maintain wood poles required for Temporary Traffic Signals. The Contractor shall contact City Traffic Engineering (Mike Benzschawel 266-9031) to remove the existing street light poles after temporary lighting has been installed and is operational.

The Temporary traffic signals will be installed and maintained by the City of Madison, and the Contractor shall provide time and space for the City Traffic Engineering to install the temporary signals. The existing signals shall remain functional until the temporary signals can be installed.

All work for temporary wood poles and guy wires shall be according to State of Wisconsin Standard Spec 661.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area and lighting circuits outside of the project area that are fed from the existing and temporary lighting circuits within the project area.

Furnish Type 4 wood poles, 35' long. Luminaires shall be minimum 100 watt LED, full cutoff mounted on 10 or 12 foot arms.

CONSTRUCTION METHODS

Maintain existing, temporary and proposed lighting within the construction limits for the duration of the project. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocating poles as necessary to meet the construction methods and phasing, and maintaining continuous lighting. The contractor shall keep temporary streetlights in operation throughout the construction project until new lights are installed and operational.

Furnish and install additional wood poles and guy wires as required for temporary traffic signals to be installed and maintained by City of Madison.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. It is also the Contractor's responsibility to continuously monitor the lighting systems operation.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

METHOD OF MEASUREMENT

Install and Maintain Street Lights and Support Structures for Temporary Traffic Signals will be measured as a lump sum, completed in place and accepted in accordance with the contract.

BASIS OF PAYMENT

Maintain Street Lights and Support Structures for Temporary Traffic Signals will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing, maintaining and removing wood poles, aerial cable, luminaires, arms, guy wires, maintaining lighting units, replacement of burned out lamps; replacement of knockdowns, and for furnishing and installing splice connectors, and for all labor, tools, equipment, and incidentals necessary to complete the work. This price shall also be full compensation for all materials and work association with changing connections of street lighting circuits to existing, temporary, and proposed permanent electric street light services as needed.



- 1. The boundary lines between different soil strata, as shown on the Soil Boring Records, are approximate and may be gradual.
- 2. The drillers' field log contains a description of the soil conditions between samples based on the equipment performance and the soil cuttings. The Soil Boring Records contain the description of the soil conditions as interpreted by a geotechnical engineer and/or a geologist after review of the drillers' field logs and soil samples and/or laboratory test results.
- 3. We define "Caved Level" as the depth below the existing ground surface at a boring location where the soils have collapsed into the borehole following removal of the drilling tools.
- 4. We define "Water Level" as the depth below the existing ground surface at a boring location to the level of water in the open borehole at the time indicated unless otherwise defined on the Soil Boring Records.
- 5. We define "at completion" for a boring as being the time when our drilling crew has completed the removal of all drilling tools from the borehole.
- 6. The Notes and Legend Record and the Soil Boring Records should not be separated.

RELATIVE PERCENTAGE TERMS

 no
 0%

 trace
 <5%</td>

 few
 5 to <10%</td>

 little
 10 to <30%</td>

 some
 30 to < 50%</td>

TEST RESULTS LEGEND

 $q_p = Penetrometer reading, \frac{ton}{tt^2}$

RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

Frozen or F = Frozen material Dry = Dusty, dry to touch, absence of moisture Moist or M = Damp to touch, no visible water Wet or W = Visible free water

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

SAMPLER TYPE LEGEND

Grab sample

2-inch-outside-diameter, split-barrel sampler



CONSULTING CIVIL ENGINEERS SINCE 1966

NOTES AND LEGEND RECORD Williamson Street E Wilson Street to Blount Street City of Madison, Dane County, Wisconsin 13300.07

Printed on 12/17/2018



Printed on 12/17/2018



The Notes and Legend Record is considered a part of this Soil Boring Record.



Printed on 12/17/2018

In inside lane for eastbound Williamson Street traffic, 4 feet south of north

pavement edge, 66 feet west of east end of median at intersection with Blount

General Location: **Boring BH-3** Street. LATITUDE LONGITUDE COUNTY: SECTION: CREW CHIEF: D-25 Skid 13 SWK Dane 1 of 1 NORTHING: EASTING: OWNSHIP OG REVIEW СМВ Automatic 15'-0" 7 N SE (Madison) STATION OFFSET 1/4 1/4: RANGE OG QC MPLETED: 11/28/2018 9 E SW CMB 11/28/2018 N-Value Sampler Type Recovery **Material Description Test Results** Remarks n 0 FILL, concrete-[81/2" thick] SILTY SAND WITH GRAVEL (SM) fine grained, non-plastic to low plasticity fines, brown, moist, medium dense [22 relative density, **FILL**, crushed stone base course-[9¹/₂" thick] ٢м 3 3 SILTY SAND WITH GRAVEL (SM) fine grained, non-plastic to low plasticity -ſ M g_=1.6, 2.7 fines, brown, moist, medium dense 6 relative density, FILL-[18" thick] ſм =1.8 LEAN CLAY (CL) - medium plasticity, brown with gray mottling, moist, stiff to 6 6 very stiff consistency q_=2.0 - M LEAN CLAY (CL) - medium plasticity, 8 brown, moist, stiff to very stiff q_=2.6, 1.5 ΥM consistency DEPTH (feet) DEPTH (feet) q₆=1.1, 1.2 } CLAYEY SAND (SC) — fine grained, medium plasticity fines, brown, moist, M 9 loose relative density 6 ۲M a D POORLY-GRADED GRAVEL WITH ▼. 0 12 -12 SAND (GP) - fine grained, brown, wet, n loose relative density POORLY-GRADED SAND (SP) - fine grained, light brown, wet, loose relative density -6 15 15 18 18 OTHER LEVEL LEGEND WATER LEVEL LEGEND DRILL TOOL CASING DRILL DEPTH HOLE FLUID METHOD SIZE SIZE FROM то DIA 11'-7" Caved at completion D 11'-7" Dry at completion HSA 2¹/₄" None 0'-0" 15'-0" 5.6" V 12'-0" (estimated) SAMPLING METHOD(S): AASHTO T 206 SURFACE PATCH: Cold Mix Asphalt Patching Compound BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil The Notes and Legend Record is considered a part of this Soil Boring Record. Soils & Engineering Services, Inc. SOIL BORING RECORD 07 02 STEWART STREET . MADISON, WISCONSIN 53713 Williamson Street 13300. Phone: 608-274-7600 • 888-866-SOIL (7645) E Wilson Street to Blount Street Fax: 608-274-7511 • Email: soils@soils.ws City of Madison, Dane County, Wisconsin

Printed on 12/17/2018

CONSULTING CIVIL ENGINEERS SINCE 1966



		<u> </u>				LOG OF TEST BORING	Boring No				
$ (\mathbf{C}$	G	CI	n	C.)	P	roject South Blount Street Sanitary	Surface El Job No.				····-
						ocation Madison, Wisconsin	Sheet	1	of	1	•••••
L				- 292	21 Pe:	rry Street, Madison, WI 53713 (608) 288-4100, FAX (608)					
		MPL	.E			VISUAL CLASSIFICATION	SOIL	PRC	PE		:5
No.	Rec (in.)	Moist	N	Depth (ft)		and Remarks	(qa) (tsf)	W	LL	PL	PID (PPM)
1AS		M		+ L	X	3 in. Asphalt Pavement/8 in. Base Course				· ·	
					₩	FILL: Light Brown Silty Sand and Gravel to 2 ft					
2	7	M	8	<u> </u> .		Stiff, Brown Clay with Occasional Gravel to 4 ft		<u> </u>			0
1							(1.25)				0
			10	Г ·			(1.05)				<u> </u>
3	11	М	12	L I			(1.25)				1.4
					ж Ж	Loose, Black Sedimentary PEAT (PT)					
4	16	M	6	† ⊢		Soft to Very Soft, Gray Lean CLAY, Little to Some Sand and Gravel (CL)	(0.25)				0.2
							(0.25)				0.2
5	15	M/W	7				(0.25)				
				Į		Loose to Medium Dense, Brown Silty Fine SAND,	4				0.8
6	18	w	17	L 10-	1001 - 1001	Trace Clay (SM)					
0	18	· W	17	∟	i ii					-	
					1 ri					• .	0
7	18	W	8	н— Г		Becoming Gray near 12 ft					
											0
8	18	W	6								
			÷,	- 15-	1.11						0
9	16	11/	-	⊢ ↓			(0.4)				
9	16	W	8			Loose/Soft, Laminated SILT and Silty CLAY (ML/ML-CL)	(0.4)				
			· · ·	Ļ			· ·				0
				L ·		End Boring at 18 ft					
				 - - _ 20-		Borehole backfilled with bentonite chips and asphalt patch					
	.L	L	W		Ł	EVEL OBSERVATIONS	SENERA	L NO	TES	5	
Depth Depth	After to W to Ca	Drillin ater ave in						ES	ZR F		VIE-55 r

							1				7
					LOG OF TEST BORING		Ŭ Ŭ	Boring No. 1			
(CGC Inc.)		Pro	oject South Blount Street Sanitary	1 7.1 37	Surface Elevation (ft) Job No. 16051-28						
					Lc	cation Madison, Wisconsin					
				292	1 Per	ry Street, Madison, WI 53713 (608) 288-4100, FAX (6	' 08) 288-7887 —				
	SA	MPL	E			VISUAL CLASSIFICATION	SOIL	PRC	PEF	RTIE	S
No.	Rec (in.)	Moist	м	Depth (ft)	1	and Remarks	qu (qa)	W	LL	PL	PID
1	18	M	11	(IE)		TOPSOIL to 0'4"	(tsf)				(PPM)
						FILL: Medium Stiff to Stiff, Brown and Gray Clay with Sand, Gravel and Fibers to 2 ft	(1.0-1.5)				0
2	8	M	4			Loose to Very Loose Brown Sand with Silt, Grave and Clay to 3 ft	1				0
- 3	10	M	4	[+ L		Soft to Very Soft Gray Clay with Trace Sand and Gravel to 5.25 ft	(0.25)				0
	16		5	┝── 5∽ ┝- ↓		Loose to Very Loose, Black Sedimentary PEAT,					
4	- 10	M	5			Soft to Very Soft, Gray Lean CLAY, Trace Sand (CL)	(0.4)				0.2
5	18	M	5								<u> </u>
							(0.25)				0
6	18	M/W	9				(<0.2)				0.2
7	18	M/W	4			Very Soft, Dark Gray Silty CLAY, Trace to Little Sand (ML-CL)	(<0.2)				0
8	18	W	4	<u>↓</u> ∑ - 15-			(<0.2)				1.4
9	18	W	4			Petroleum odor noted beginning at 16 ft	(-0.2)				1.7
							(<0.2)				6.1
						End Boring at 18 ft					
						Borehole backfilled with bentonite chips					
			 	20	1 . 1						
-	WATER LEVEL OBSERVATIONS GENERAL NOTES										
While Drilling Image: Line of the stratification lines represent the approximate boundary between soil types and the transition may be gradual. Start 1/4/17 End 1/4/17 Start 1/4/17 End 1/4/17 End 1/4/17 Depth to Water											
so	11 typ	es and	the	transit	ion m	ay be gradual.				·····	

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	G	CI	n		LOG OF TEST BORING Project South Blount Street Sanitary Location Madison, Wisconsin	Boring N Surface E Job No. Sheet	Elevatior 1	6051	-28	•••••
	SA	MPL	E	- 292	Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608)	298-7887 -	. PRO		<u>.</u>	<u> </u>
No.	T Rec	Moist	N	Depth	VISUAL CLASSIFICATION and Remarks	qu (qa)	W	LL	PL	PID
	E (in.) 13	M	16	(ft)	TOPSOIL to 0'2"	(tsf)		<u> </u>	 	(PPM)
2	6	M	7		FILL: Medium Dense, Brown, Dark Brown and Dark Gray Sand with Gravel and Silt, Trace Clay and Cinders to 2 ft					0
	.0	141			Loose, Brown Silty Sand to Sandy Silt with Variable Silt and Gravel Contents to 7 ft					0
3	16	М	7	 5 						1.4
4	.18	М	8	 	Loose, Black Sedementary PEAT (PT)					0.2
5	16	М	8		Medium Stiff to Stiff, Gray/Dark Gray (Mottled) Lean CLAY, Trace Sand (CL)	(1.0)				0.8
6	3	M/W	9		Stiff, Gray Lean CLAY, Trace to Little Sand (CL) Becoming Soft and Sandy near 11.5 ft	(1.25)				0
7	18	W	11		Medium Dense, Gray Fine to Medium SAND, Trace to Little Silt (SP/SP-SM)	(0.5)				
8	18	W	14							0
			÷ .	15 						0
				 	End Boring at 16 ft					
				 	Borehole backfilled with bentonite chips					
				- - - - 20-					ana an antara antara	
·	·		W		LEVEL OBSERVATIONS	GENERA	LNO	TES	>	
Time Depth Depth	n to W 1 to Ca	Drillir ater ive in			Upon Completion of Drilling Start 1/ Driller I Logger FI Drill Metho	(4/17 End 3SD Chief D/NB Editor id 2.25" H	r ESI	C R F		/IE-55 r

SECTION E: BIDDERS ACKNOWLEDGEMENT

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT -2019 CONTRACT NO. 8296

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

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

5. TON CORPORATE SEAL 19 19 TITLE, IF ANY Sworn and subscribed to before me this FEBAUARY day of .20

DENNIS RICHARDSON Notary Public State of Wisconsin

(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.

110

Contract 8296 – 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

ENVIRONMENTAL SYSTEMS TECHNICIAN / HVAC SERVICE TECH/HVAC INSTALL / SERVICE

- GLAZIER
- HEAVY EQUIPMENT OPERATOR / OPERATING ENGINEER
- □ INSULATION WORKER (HEAT and FROST)
- □ IRON WORKER (ASSEMBLER, METAL BLDGS)
- PAINTER and DECORATOR
- PLASTERER

PLUMBER

- □ ROOFER and WATER PROOFER
- SHEET METAL WORKER
- SPRINKLER FITTER
- STEAMFITTER
- □ STEAMFITTER (REFRIGERATION)
- STEAMFITTER (SERVICE)
- TAPER and FINISHER
- TELECOMMUNICATIONS (VOICE, DATA and VIDEO) INSTALLER-TECHNICIAN
- TILE SETTER

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT - 2019 CONTRACT No. 8296

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 children with STON contained and belief.

In Signature Wi PSS

Date

Bidder's Signe + 11.7

CORPORAT SEAL

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT - 2019 CONTRACT No. 8296

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

Name(S) of SBEs Utilized	Type of Work	% of Total Bid Amount
Bullet	Trucking	2.00%
ASTI	Sawcut	0.05%
JR's	Lanscaper	1.01%
Subtotal SBE who are not suppliers		3.06

SBE SUBCONTRACTORS WHO ARE SUPPLIERS

			and the second
		•	 Bid Amount
Name (S) of SBEs Utilized	Type of Work	* ^ 7	
Name (0) OF Sphis Officer	TAPS OT NOTY	0. OT	
·			

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

Total Percentage of SBE Utilization: _____3.06 %

SBE-2

		R. G. Hust	on Co., Inc.
Item Section B: Proposal Page	Quantity	Price	Extension
10701.0 - TRAFFIC CONTROL - LUMP SUM 10721.0 - TRAFFIC CONTROL SIGN - PORTABLE CHANGEABLE	1.00	\$26,330.00	\$26,330.00
MESSAGE - DAYS 10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD -	28.00	\$45.00	\$1,260.00
DAYS	350.00	\$10.00	\$3,500.00
10725.0 - ALTERNATE BUSINESS ACCESS SIGN - DAYS	50.00	\$5.00	\$250.00°
10790.0 - RAILROAD INSURANCE - LUMP SUM	1.00	\$8,800.00	\$8,800.00
10801.0 - ROOT CUTTING - CURB & GUTTER - L.F.	10.00	\$17.00	\$170.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	10.00	\$17.00	\$170.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$474,603.69	\$474,603.69
20101.0 - EXCAVATION CUT	1.00	φ 4 74,003.09	φ474,003.09
C.Y.	8660.00	\$25.50	\$220,830.00
20130.0 - UNDERDRAIN - L.F.	900.00	\$25.50 \$17.00	\$15,300.00
20130.0 - ONDERDRAIN - L.F. 20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN)	900.00	φ17.00	\$15,300.00
- S.Y.	1400.00	\$1.30	¢1 000 00
20207.0 - SELECT FILL SAND - TON		\$1.30 \$5.00	\$1,820.00 \$1,750.00
20207.0 - SELECT FILL SAND - TON 20219.0 - BREAKER RUN - TON	350.00 1400.00	\$5.00 \$11.50	\$1,750.00 \$16,100.00
20221.0 - TOPSOIL - S.Y.	2200.00		
20221.0 - TOPSOIL - S.T. 20301.0 - SAWCUT CONCRETE PAVEMENT, FULL DEPTH - L.F.	325.00	\$7.65 \$3.00	\$16,830.00
		\$3.00	\$975.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F. 20321.0 - REMOVE CONCRETE PAVEMENT - S.Y.	400.00 7800.00	\$1.45 \$5.40	\$580.00
		\$5.40	\$42,120.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	4800.00	\$4.80	\$23,040.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	22800.00	\$3.20	\$72,960.00
20327.0 - REMOVE TREE GRATE - EACH	12.00	\$425.00	\$5,100.00
20401.0 - CLEARING - I.D.	310.00	\$21.75	\$6,742.50
20402.0 - GRUBBING - I.D.	320.00	\$14.20	\$4,544.00
20701.0 - TERRACE SEEDING - S.Y.	2200.00	\$2.00	\$4,400.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	2200.00	\$3.00	\$6,600.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - L.F.	2760.00	\$28.00	\$77,280.00
30203.0 - TYPE 'X' CONCRETE CURB & GUTTER - L.F.	90.00	\$35.00	\$3,150.00
30205.0 - TYPE 'E' CONCRETE CURB & GUTTER - L.F.	70.00	\$40.00	\$2,800.00
30207.0 - TYPE 'H' CONCRETE CURB & GUTTER - L.F.	1850.00	\$27.00	\$49,950.00
30208.0 - HAND FORMED CONCRETE CURB & GUTTER			
(UNDISTRIBUTED) - L.F.	40.00	\$40.00	\$1,600.00
30301.0 - 5" CONCRETE SIDEWALK - S.F.	13500.00	\$6.75	\$91,125.00
30302.0 - 7" CONCRETE SIDEWALK AND DRIVE - S.F.	5500.00	\$7.80	\$42,900.00
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	140.00	\$10.00	\$1,400.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	152.00	\$40.00	\$6,080.00
40101.0 - CRUSHED AGGREGATE BASE COURSE GRADATION	• .		
NO. 1 - TON	4500.00	\$17.20	\$77,400.00
40102.0 - CRUSHED AGGREGATE BASE COURSE GRADATION		-	
NO. 2 - TON	7500.00	\$21.30	\$159,750.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	240.00	\$86.50	\$20,760.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	2300.00	\$72.25	\$166,175.00
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	1175.00	\$85.00	\$99,875.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	55.00	\$58.00	\$3,190.00
40301.0 - FULL WIDTH GRINDING - S.Y.	85.00	\$38.00	\$3,230.00
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	• . *	R. G. Hust	on Co., Inc.
Item	Quantity	Price	Extension
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH -			
L.F.	200.00	\$1.75	\$350.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	4000.00	\$1.90	\$7,600.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	800.00	\$2.80	\$2,240.00
60807.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 8-INCH (5'			
LINE, 5' GAP) - L.F.	180.00	\$2.80	\$504.00
60812.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH -		an a	
L.F.	120.00	\$8.50	\$1,020.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH -			
L.F.	700.00	\$9.00	\$6,300.00
60815.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH			
(18" LINE, 18" GAP) - L.F.	400.00	\$13.00	\$5,200.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL			
CROSSWALK, 18-INCH - L.F.	500.00	\$13.00	\$6,500.00
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH -	•		
L.F	220.00	\$15.00	\$3,300.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE -			
EACH	8.00	\$195.00	\$1,560.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW -			
	6.00	\$250.00	\$1,500.00
60833.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW		****	
	2.00	\$250.00	\$500.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	3.00	\$275.00	\$825.00
60835.0 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD	2 00	¢1.050.00	¢0.400.00
	2.00	\$1,050.00	\$2,100.00
90001.0 - C1 CONCRETE SIDEWALK, 7-INCH - S.F.	1200.00	\$25.40	\$30,480.00
90002.0 - DECOMPOSED GRANITE - S.F. 90003.0 - TEMPORARY PAVEMENT - S.Y.	40.00 250.00	\$20.00	\$800.00
90003.0 - TEMPORARY PAVEMENT - S.T. 90004.0 - TEMPORARY CROSS WALK ACCESS - EACH	250.00 8.00	\$26.00	\$6,500.00
90004.0 - TEMPORART CROSS WALK ACCESS - EACH 90005.0 - FENCE SAFETY (UNDISTRIBUTED) - L.F.	400.00	\$450.00 \$5.00	\$3,600.00
90006.0 - CRACK & DAMAGE SURVEY - EACH	9.00	ຈວ.00 \$1,555.56	\$2,000.00
90000.0 - CRACK & DAMAGE SORVET - EACH 90007.0 - BIKE RACK, SINGLE STALL - EACH	9.00 6.00	\$855.00	\$14,000.04 \$5,130.00
90007.0 - BIKE RACK, SINGLE STALL - EACH	1.00	\$855.00 \$940.00	\$940.00
90009.0 - SIGNS REFLECTIVE TYPE 1 - S.F.	70.00	\$940.00	\$940.00 \$1,750.00
90010.0 - CANTILEVER OVERHEAD SIGN SUPPORT STRUCTURE -	70.00	φ25.00	φ1,750.00
EACH	2.00	\$18,300.00	\$36,600.00
90011.0 - HIGH FRICTION COLORED SURFACE - BIKE LANE	2.00	\$10,500.00	400,000.00
GREEN - S.F.	3200.00	\$11.00	\$35,200.00
90012.0 - TRAFFIC CONTROL, FLEXIBLE TUBULAR MARKER	0200.00	ψ11.00	φ00,200.00
POSTS - EACH	30.00	\$10.00	\$300.00
90013.0 - TRAFFIC CONTROL, FLEXIBLE TUBULAR MARKER	00.00	φ10.00	φουσ.υσ
BASES - EACH	30.00	\$2.00	\$60.00
20217.0 - CLEAR STONE - TON	850.00	\$12.00	\$10,200.00
21002.0 - EROSION CONTROL INSPECTION - EACH	5.00	\$500.00	\$2,500.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	7.00	\$535.00	\$3,745.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,500.00	\$4,500.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	10.00	\$300.00	\$3,000.00
21056.0 - INLET PROTECTION TYPE D HYBRID - PROVIDE &		<i>4200.00</i>	40,000.00
INSTALL - EACH	50.00	\$180.00	\$9,000.00
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		R. G. Hust	on Co., Inc.
ltem	Quantity	Price	Extension
21057.0 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	65.00	\$65.00	\$4,225.00
21058.0 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	50.00	\$40.00	\$2,000.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	210.50	\$120.00	\$25,260.00
50741.0 - TYPE H INLET - EACH	15.00	\$2,700.00	\$40,500.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE - EACH	13.00	\$875.00	\$11,375.00
20313.0 - REMOVE INLET - EACH	15.00	\$630.00	\$9,450.00
20314.0 - REMOVE PIPE - L.F.	539.00	\$19.00	\$10,241.00
20336.0 - PIPE PLUG - EACH	8.00	\$215.00	\$1,720.00
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	5.00	\$395.00	\$1,975.00
20502.0 - ADJUST CATCHBASIN - EACH	3.00	\$395.00	\$1,185.00
20503.0 - ADJUST INLET - EACH	7.00	\$395.00	\$2,765.00
20506.0 - ADJUST SEWER ACCESS STRUCTURE CASTING -			
EACH	7.00	\$240.00	\$1,680.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	668.00	\$0.01	\$6.68
50225.0 - UTILITY TRENCH PATCH TYPE III (UNDISTRIBUTED) -			
T.F.	40.00	\$98.00	\$3,920.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	88.50	\$123.00	\$10,885.50
50403.0 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	369.00	\$113.00	\$41,697.00
50723.0 - 3'X3' STORM SAS - EACH	7.00	\$3,250.00	\$22,750.00
50724.0 - 4'X4' STORM SAS - EACH	1.00	\$4,000.00	\$4,000.00
50727.0 - 3'X3' SADDLED STORM SAS - EACH	1.00	\$12,400.00	\$12,400.00
50762.0 - SADDLED INLET TYPE II - EACH	3.00	\$6,130.00	\$18,390.00
50792.0 - STORM SEWER TAP - EACH	4.00	\$1,755.00	\$7,020.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	3.00	\$1,300.00	\$3,900.00
50794.0 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	1.00	\$1,300.00	\$1,300.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	19.00	\$615.00	\$11,685.00
70004.0 - FURNISH AND INSTALL 10 INCH PIPE & FITTINGS - L.F.	70.00	\$180.00	\$12,600.00
70033.0 - FURNISH AND INSTALL 10-INCH WATER VALVE - EACH	1.00	\$2,590.00	\$2,590.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM -			
EACH	5.00	\$2,580.00	\$12,900.00
70090.0 - ABANDON WATER VALVE BOX - EACH	3.00	\$145.00	\$435.00
90030.0 - RECONSTRUCT CATCHBASIN TO SAS CASTING - EACH	3.00	\$815.00	\$2,445.00
90031.0 - CONCRETE BEND - EACH	1.00	\$1,265.00	\$1,265.00
20335.0 - ABANDON SEWER PIPE WITH SLURRY - C.Y.	1.80	\$3,500.00	\$6,300.00
50202.0 - DEWATERING TYPE II - LUMP SUM	1.00	\$650.00	\$650.00
50212.0 - SELECT BACKFILL SANITARY SEWER - T.F.	1869.00	\$0.01	\$18.69
50301.0 - 8" PVC SEWER PIPE - L.F.	590.00	\$143.00	\$84,370.00
50321.0 - 8" PVC PRESSURE SANITARY SEWER PIPE - L.F.	296.00	\$230.00	\$68,080.00
50322.0 - 10" PVC PRESSURE SANITARY SEWER PIPE - L.F.	104.00	\$314.00	\$32,656.00
50353.0 - SANITARY SEWER LATERAL - L.F.	626.00	\$37.00	\$23,162.00
50355.0 - SANITARY SEWER LATERAL - PRESSURE PIPE - L.F.	253.00	\$56.00	\$14,168.00
50356.0 - RECONNECT SANITARY SEWER LATERAL - EACH	10.00	\$5,120.00	\$51,200.00
50357.0 - RECONNECT SANITARY SEWER LATERAL - PRESSURE	14.00	¢E 400 00	\$75 000 00
	14.00	\$5,400.00 \$14,000.00	\$75,600.00
50361.0 - WASTEWATER CONTROL - LUMP SUM	1.00	\$14,000.00	\$14,000.00

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ltem	Quantity	Price	Extension
50390.0 - SEWER ELECTRONIC MARKERS - EACH	55.00	\$51.00	\$2,805.00
50701.0 - 4' DIA SAS - EACH	9.00	\$3,000.00	\$27,000.00
50771.0 - INTERNAL CHIMNEY SEAL - EACH	1.00	\$320.00	\$320.00
50791.0 - SANITARY SEWER TAP - EACH	5.00	\$1,000.00	\$5,000.00
50797.0 - EXTERNAL SEWER ACCESS STRUCTURE JOINT SEAL -	0.00	<i>Q</i> 1,000.00	40,000.00
EACH	2.00	\$300.00	\$600.00
90070.0 - EXCAVATION , LOADING AND HAULING OF	2.00	\$000.00	ψ000.00
PETROLEUM CONTAMINATED SOIL - TON	125.00	\$34.00	\$4,250.00
70002.0 - FURNISH AND INSTALL 6 INCH PIPE & FITTINGS - L.F.		\$450.00	
	25.00		\$11,250.00
70031.0 - FURNISH AND INSTALL 6-INCH WATER VALVE - EACH	2.00	\$1,850.00	\$3,700.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	1.00	\$4,230.00	\$4,230.00
70041.0 - RELOCATE HYDRANT - EACH	1.00	\$1,760.00	\$1,760.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	16.00	\$12.65	\$202.40
70104.0 - ADJUST WATER VALVE BOX SECTIONS - EACH	35.00	\$240.00	\$8,400.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	1.00	\$1,020.00	\$1,020.00
60222.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 80)			
CONDUIT - L.F.	1360.00	\$6.25	\$8,500.00
60224.0 - FURNISH & INSTALL 3 INCH PVC (SCHEDULE 40)			· · ·
CONDUIT - L.F.	2240.00	\$5.45	\$12,208.00
60232.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40)			
CONDUIT - L.F.	2200.00	\$4.00	\$8,800.00
60234.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 40)			
CONDUIT - L.F.	445.00	\$3.85	\$1,713.25
60238.0 - FURNISH & INSTALL 1 1/4 INCH PVC (SCHEDULE 80)			
CONDUIT - L.F.	195.00	\$4.15	\$809.25
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT - L.F.	70.00	\$55.00	\$3,850.00
60261.0 - ELECTRICAL TRENCH - L.F.	3830.00	\$7.60	\$29,108.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	11.00	\$1,100.00	\$12,100.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	8.00	\$1,250.00	\$10,000.00
60409.0 - CONSTRUCTION OFFSET BASE - EACH	4.00	\$1,800.00	\$7,200.00
60411.0 - CONSTRUCT TYPE "G' BASE - EACH	8.00	\$900.00	\$7,200.00
60413.0 - CONSTRUCT TYPE "P' BASE - EACH	1.00	\$1,500.00	\$1,500.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	22.00	\$820.00	\$18,040.00
60423.0 - REMOVE TRAFFIC SIGNAL BASE - EACH	3.00	\$820.00	\$2,460.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	7.00	\$380.00	\$2,660.00
60441.0 - AUGER CONCRETE ELECTRICAL BASE - EACH	2.00	\$350.00	\$700.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 1 - EACH	4.00	\$950.00	\$3,800.00
60704.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	2.00	\$550.00	\$1,100.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 5 - EACH	13.00	\$1,410.00	\$18,330.00
60708.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 7 - EACH	3.00	\$2,050.00	\$6,150.00
90090.0 - MAINTAIN STREET LIGHTING AND SUPPORT			
STRUCTURES FOR TEMPORARY TRAFFIC SIGNALS - LUMP SUM	1.00	\$55,000.00	\$55,000.00
60230.0 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80)			
CONDUIT - L.F.	600.00	\$4.50	\$2,700.00
60401.0 - CONSTRUCT LB-1 BASE - EACH	9.00	\$1,060.00	\$9,540.00
150 Items	Totals .	÷.,000.00	\$2,918,020.00
	101010 .		



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

engineering@cityofmadison.com

www.cityofmadison.com/engineering

BIENNIAL BID BOND

Fax: (608) 264-9275

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

R.G. Huston Co., Inc.

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

a corporation of the State of <u>Connecticut</u> (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 tlle 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.

STON STON PRINCIPAL 2018 R.G. Huston Co., Inc. AMAN V LI LI COMPANY NAME **EWRPORA** SEAL Q B١ GNATURE AND TITLE SURETY Travelers Casualty and Surety Company of America Surger 4, 2018 COMPANY NAME AFFIX SEA HARTFOR on filling Ž CONN By: e\$ SIGNATURE AND TITLE Attorney-in-Fact AT & ADI This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National 283633 for the year 2018 and appointed as attorney in fact with Provider No. authority to execute this bid bond, which power of attorney has not been reveked. January 4, 2018 AGENT SIGNATURE DATE 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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER POWER OF ATTORNEY TRAVELERS Farmington Casualty Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Fidelity and Guaranty Insurance Company Travelers Casualty and Surety Company of America Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company United States Fidelity and Guaranty Company St. Paul Guardian Insurance Company Certificate No. 007269866 Attorney-In Fact No. 232082 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 Wisconsin of the City of Milwaukee/Waukesha , State of , 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. 19th IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this _ , 2017 . June day of _ **Farmington Casualty Company** St. Paul Mercury Insurance Company Fidelity and Guaranty Insurance Company Travelers Casualty and Surety Company Fidelity and Guaranty Insurance Underwriters, Inc. Travelers Casualty and Surety Company of America St. Paul Fire and Marine Insurance Company United States Fidelity and Guaranty Company St. Paul Guardian Insurance Company **CORPORATE** State of Connecticut Βv City of Hartford ss. Robert L. Raney, Senior Vice President 2017, before me personally appeared Robert L. Raney, who acknowledged himself to 19th June _ day of ___ On this the

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.



- Marie C. Tetreault, Notary Publi

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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 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 ______ day of ______,

Mar E. Huyle













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

SECTION H: AGREEMENT

THIS AGREEMENT made this 6 day of MARCH 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 **MARCH 5, 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:

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT -2019 CONTRACT NO. 8296

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 <u>SEE SPECIAL PROVISIONS</u>, the rate of progress and the time of completion being essential conditions of this Agreement.

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 <u>TWO MILLION NINE HUNDRED</u> <u>EIGHTEEN THOUSAND TWENTY AND NO/100</u> (\$2,918,020.00) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.

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.

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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 original 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.)

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.**

5.

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:
 - 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.
 - 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.
 - Exemptions: This section shall not apply when:

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

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

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8296

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.

R. G. HUSTON CO., INC. Countersigned: Company NameDate Wit President Witness Secretary "Present (7)CORPORA SEAL. 0Ż 1975 CITY OF MADISON, WISCONSIN CC Provisions have been made to pay the liability Approved as to form: that will accrue under this contract. n City Attor **Finance** Director Date Date 03/26 1 119 ... A Witness Date Mayor Date 3.13. 4 Witness Date City Clerk Date

H-5

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

as surety, are held and firmly bound unto the City of Company of Hartford, Connecticut Madison, Wisconsin, in the sum of TWO MILLION NINE HUNDRED EIGHTEEN THOUSAND TWENTY AND NO/100 (\$2,918,020.00) Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

WILLIAMSON STREET AND EAST WILSON STREET ASSESSMENT DISTRICT -2019 CONTRACT NO. 8296

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 this6thday	y ofMarch	2019
Countersigned:	R. G. HUSTON CO., J Company, Name (Print President	cipal)
Secretary		SCONSTRUCT
Approved as to form:	Travelers Casualty and	I Surety Company of America
AMP.My	Salary Employee By	Commission HARTFORD, CONN
City Attorney	Attorney-in-Fac	t Dennis M. Barton
This certifies that I have been duly licensed as a National Producer Number	r the year <u>2019</u> , and a	ppointed as attorney-in-fact////////////////////////////////////
revoked. March 6, 2019	Welt sa	ta
Date	Agent Signature	

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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

their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, Wisconsin 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.

Rv. 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. Jetreault, 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.



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.