

Contract Routing Form

ROUTING: Routine

printed on: 07/20/2017

Contract between: Speedway Sand and Gravel Inc.
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Capital City Path Segment 1

Contract No.: 7801
 Enactment No.: RES-17-00561
 Dollar Amount: 335,050.00

File No.: 47730
 Enactment Date: 07/18/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	7.20.17	7.20.17
Director of Civil Rights	7.20.17	7.24.17 FNS
Risk Manager	7/25/17	7/25/17 RN
Finance Director	7/25/17	7/25/17 mer
City Attorney	975 7-25-17	7-31-17
Mayor	7.31.17	7.31.17
<i>Finance - for scanning</i>		

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

Original + 2 Copies

07/20/2017 10:11:46 enknb - Chris Dawson - 261-5537

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA Agency / No
 Contract Value: 335,050.00
 AA Plan: APPROVED
 Amendment / Addendum # N/A
 Type: POS / D / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 47730 **Version:** 1 **Name:** Awarding Public Works Contract No. 7801, Capital City Path Segment 1.
Type: Resolution **Status:** Passed
File created: 6/19/2017 **In control:** BOARD OF PUBLIC WORKS
On agenda: 7/11/2017 **Final action:** 7/11/2017
Enactment date: 7/18/17 **Enactment #:** RES-17-00561
Title: Awarding Public Works Contract No. 7801, Capital City Path Segment 1.
Sponsors: BOARD OF PUBLIC WORKS
Indexes:
Code sections:
Attachments: 1. Contract 7801.pdf

Date	Ver.	Action By	Action	Result
7/11/2017	1	COMMON COUNCIL		
6/28/2017	1	BOARD OF PUBLIC WORKS		
6/20/2017	1	Engineering Division	Refer	

The proposed resolution awards the contract for the Capital City Path - Segment 1 at an estimated cost of \$335,050. \$1.1 million of funding for this project is authorized in the adopted 2017 capital budget under Engineering-Pedestrian/Bicycle. Funding will be provided by GO Borrowing (MUNIS 10143).

Awarding Public Works Contract No. 7801, Capital City Path Segment 1.

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

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

See attached document (Contract No. 7801) for itemization of bids.

CONTRACT NO. 7801
CAPITAL CITY PATH SEGMENT 1

SPEEDWAY SAND & GRAVEL, INC.

\$310,226.58

Acct. No. 10154-403-172:54440(91226)	\$222,191.85
Contingency 8%±	<u>17,778.15</u>
Sub Total	\$239,970.00

Acct. No. 10154-403-174:54445(91345)	\$15,979.00
Contingency 8%±	<u>1,281.00</u>
Sub Total	\$17,260.00

Acct. No. 11712-84-174-84600:54445(91345)	\$72,055.73
Contingency 8%±	<u>5,764.27</u>
Sub Total	\$77,820.00

GRAND TOTAL	<u>\$335,050.00</u>
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Demographics

Company Name: Fidelity and Deposit Company of Maryland
Short Name:
SBS Company Number: 54219634
NAIC CoCode: 39306
FEIN: 13-3046577
Domicile Type: Foreign
State of Domicile: Maryland
Country of Domicile: United States
NAIC Group Number: 212 - ZURICH INS GRP
Organization Type: Stock
Date of Incorporation: 03/18/1969
Merger Flag: No

Address

Business Address
 1299 ZURICH WAY
 Schaumburg, IL 60196
 United States
Mailing Address
 1299 ZURICH WAY
 Schaumburg, IL 60196
 United States
Statutory Home Office Address
 600 Red Brook Blvd
 Owings Mills, MD 21117-5153
 United States
Main Administrative Office Address
 1299 ZURICH WAY
 Schaumburg, IL 60196
 United States

Phone, E-mail, Website

Phone

Type	Number
Business Primary Phone	(847) 605-6000
Business Toll Free Phone	(800) 382-2150
Mailing Primary Phone	(847) 605-6000
Mailing Toll Free Phone	(800) 382-2150
Statutory Home Office Primary Phone	(847) 605-6000
Statutory Home Office Toll Free Phone	(800) 382-2150
Main Admin Office Primary Phone	(847) 605-6000
Main Admin Office Toll Free Phone	(800) 382-2150

Email

No results found.

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Company Type

Company Type: Property and Casualty
 Status: Active
 Status Reason:
 Status Date: 01/01/1982
 Effective Date: 01/01/1982
 Legacy State ID: 111700
 Issue Date: 01/01/1982
 Approval Date:
 File Date:
 Articles of Incorporation Received: No
 Article No:
 COA Number:

Appointments

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ELIZABETH CERVINI	8910753	8910753	Intermediary (Agent) Individual	Casualty	01/15/2016	03/01/2017	02/28/2018
ELIZABETH HARTZBERG	7311143	7311143	Intermediary (Agent) Individual	Casualty	05/27/2008	03/01/2017	02/28/2018
ELIZABETH SCHUMACHER	334078	334078	Intermediary (Agent) Individual	Casualty	11/25/1991	03/01/2017	02/28/2018
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Casualty	02/03/2016	03/01/2017	02/28/2018
ELIZABETH CERVINI	8910753	8910753	Intermediary (Agent) Individual	Property	01/15/2016	03/01/2017	02/28/2018
ELIZABETH HARTZBERG	7311143	7311143	Intermediary (Agent) Individual	Property	05/27/2008	03/01/2017	02/28/2018
ELIZABETH SCHUMACHER	334078	334078	Intermediary (Agent) Individual	Property	11/25/1991	03/01/2017	02/28/2018

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First Previous **1** Next Last

Line Of Business

Line of Business	Citation Type	Effective Date
Aircraft	Aircraft	01/01/1982
Automobile	Automobile	01/01/1982
Credit Insurance	Credit Insurance	01/01/1982
Fidelity Insurance	Fidelity Insurance	01/01/1982
Fire, Inland Marine and Other Property Insurance.	Fire, Inland Marine and Other Property Insurance	01/01/1982
Liability and Incidental Medical Expense Insurance (other than automobile)	Liability and Incidental Medical Expense Insurance (other than automobile)	01/01/1982
Miscellaneous	Miscellaneous	01/01/1982
Ocean Marine Insurance	Ocean Marine Insurance	01/01/1982
Surety Insurance	Surety Insurance	01/01/1982
Workers Compensation Insurance	Workers Compensation Insurance	01/01/1982

First Previous **1** Next Last

Contact

Contact Type	Preferred Name	Name	E-mail	Phone	Address
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First Previous 1 Next Last

Company Merger

No results found.

Name Change History

Q Filter

Previous Name	New Name	Effective Date
	Fidelity and Deposit Company of Maryland	

First Previous 1 Next Last

\$310,226.58
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

CAPITAL CITY PATH SEGMENT 1

CONTRACT NO. 7801

PROJECT NO. 10154

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 11, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**CAPITAL CITY PATH SEGMENT 1
CONTRACT NO. 7801**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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



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

RFP: cd

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:	CAPITAL CITY PATH SEGMENT 1
CONTRACT NO.:	7801
SBE GOAL	8%
BID BOND	5%
PRE BID MEETING (1:00 P.M.)	JUNE 9, 2017
PREQUALIFICATION APPLICATION DUE (1:00 P.M.)	JUNE 9, 2017
BID SUBMISSION (1:00 P.M.)	JUNE 16, 2017
BID OPEN (1:30 P.M.)	JUNE 16, 2017
PUBLISHED IN WSJ	JUNE 2 & 9, 2017

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

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

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

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2017 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

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

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

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 - Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

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

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Contract Compliance

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

2.3 Certification of SBE by City of Madison

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

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

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

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

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

2.4.2 Reporting SBE Utilization and Good Faith Efforts

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

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

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

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

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

2.5 Appeal Procedure

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

2.6 SBE Requirements After Award of the Contract

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

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

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

2.7 SBE Definition and Eligibility Guidelines

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

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

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

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

SECTION D: SPECIAL PROVISIONS

CAPITAL CITY PATH SEGMENT 1 CONTRACT NO. 7801

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

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

SECTION 102.12 BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$59,000 for a single trade contract; or equal to or greater than \$288,000 for a multi-trade contract pursuant to MGO 33.07(7).

ARTICLE 104 SCOPE OF WORK

This work generally consists of a new approximately 1,450-ft long asphalt path from East Buckeye Road to Dondee Road. The work consists of asphalt path construction, storm sewer improvements including new storm pipes and structures, new concrete median and crosswalks, modular block retaining wall, pavement marking, and path lighting.

Work shall include, but is not limited to: clearing & grubbing; grading and construction of embankments; installation of storm pipe and structures; concrete wall coping; new or replaced curb and gutter, median and concrete sidewalk; base course, installation of electrical conduit, conductors and path lighting units; asphaltic paving, pavement marking and restoration.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The City of Madison is aware of the following projects taking place in the vicinity of this project:

The Wisconsin DOT is performing pavement repairs and resurfacing on South Stoughton Road in 2017. This project may impact hauling routes for the proposed path project.

The City of Madison has a street and utility construction project on Blossom Lane anticipated to begin in 2017. This project is not expected to have any major impacts on the proposed path project.

Multiple utilities are present within the project limits and in the adjacent WisDOT owned railroad corridor. The utilities known to be in direct conflict with excavation in this area will be relocated prior to construction. However, the Contractor shall use extreme caution when excavating particularly in the East Buckeye Road and Dondee Road right-of-ways. The following utilities were identified prior to construction:

- AT&T Wisconsin
- Charter Communications
- Level 3 Communications
- Madison Gas & Electric

No other utility work or conflicts are expected with this project. However, the Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise.

Land disturbed by work under this contract shall not remain unprotected for more than 14 days unless otherwise directed by the Engineer.

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

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

Access to the site and hauling shall be via East Buckeye Road, Dondee Road, and Tarragon Drive. No hauling shall take place on other local streets without prior written approval of the Construction Engineer.

The Contractor shall take great care to minimize disturbance of land beyond the construction limits. Those limits shall be assumed to extend the lesser of: a) 5 feet beyond the slope intercepts shown on the plans; or b) to the railroad right of way line. The Contractor shall be financially responsible for restoration of land disturbed outside these limits. No work shall extend into the railroad right-of-way.

The Contractor shall use care around existing trees to remain, prairie grass areas and any potentially sensitive lands and waters. 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.

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

The Contractor shall submit an acceptable, complete Traffic Control Plan, including all necessary phases and any required sidewalk or bike route closures, to the office of the City Traffic Engineer, at 30 W. Mifflin St. Suite 900, PO Box 2986, Madison, WI 53701, a minimum of five (5) working days, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The Contractor will be responsible for installing and maintaining traffic control in accordance with the Traffic Control Plan and as directed by the City Traffic Engineer. The Contractor shall install and maintain modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

All public streets shall remain open to two way traffic throughout the duration of the project. Contractor may occupy a portion of City of Madison streets where path connections are to be constructed provided that two-way traffic around the construction zone is maintained. This includes maintaining two-way traffic on all driveways.

Contractor must maintain one lane in each direction on East Buckeye Rd during the peak traffic hours between 7:00 am – 8:30 am and between 4:00 pm - 5:30 pm. During the off peak hours the contractor may close lanes but must maintain two-way traffic on East Buckeye Rd using the appropriate traffic control and flaggers if necessary.

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

The Contractor 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 twenty-four (24) hours 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.

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

METHOD OF MEASUREMENT

Traffic Control will be measured as a single lump sum for all traffic control measures required on all streets and paths. Any temporary traffic control devices required will not be measured for payment but will be considered included in this item of Traffic Control.

BASIS OF PAYMENT

Payment for the Traffic Control is full compensation for furnishing, erecting, maintaining and removing non permanent traffic signs, drums, barricades, and similar control devices. Maintaining shall include replacing damaged or stolen traffic control devices and moving or altering traffic control devices for altered or unexpected field conditions as required by the Engineer.

SECTION 108.2 PERMITS

The City of Madison has obtained a City of Madison Erosion Control Permit and has submitted a DNR WRAPP Water Resources Application for Project Permit (formerly known as Notice of Intent (NOI)) to obtain coverage under a Construction Site General Permit. The City of Madison has also applied for a permit to work in County Trunk Highway Right-of-Way.

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.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall have three options for completion of work on this project: (1) complete all portions of the construction in 2017, (2) complete all portions of the construction in Spring of 2018, (3) perform a portion of the work in Fall of 2017 and complete construction in the Spring of 2018. The Contractor shall notify City Engineering of their preferred option within seven (7) days following the award of the contract.

If the Contractor elects to perform all work in 2017, the work may begin on or before August 7, 2017. If the Contractor elects to perform all or a portion of the work in 2018, the work must be completed by June 15, 2018. If Option (3) is chosen, the contract shall be suspended during the winter months and time shall not be charged against the project. There will be no additional compensation for additional mobilization payments, or any other compensation for costs associated with suspending the work for the winter months if the Contractor chooses to perform all or part of the work in 2018.

Total time for completion of this contract shall be SEVENTY-FIVE (75) CALENDAR DAYS.

Work shall begin only after the start work letter is received.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract timeframe shall be \$400 per calendar day. The liquidated damages shall be summed in the event that all of the work is not completed within the specified timeframe. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the start date shown or the actual date work begins whichever is sooner

SECTION 203.2 DISPOSING OF MATERIALS

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction for disposal of materials.

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.

BID ITEM 10790 – RAILROAD INSURANCE

Contractor will be required to obtain railroad protective liability insurance and provide a certificate of insurance naming Wisconsin & Southern Railroad LLC and the Wisconsin Department of Transportation as additional insured. Payment will be made for this at the contract Lump Sum price for RAILROAD INSURANCE.

BID ITEM 20101 - EXCAVATION CUT

DESCRIPTION

The item of Excavation Cut shall apply to all excavation for paths within the project limits except for removal of concrete items which is paid for under a separate item. Excavation Cut shall be in accordance with Article 201 of the Standard Specifications except as provided below. Removal of shrubs and brush shall be considered incidental to this bid item.

CONSTRUCTION METHODS

Suitable material, as determined by the Construction Engineer, from the cut shall be used on site to construct embankments as indicated on the plans. Placing, grading, and compaction of excavated materials will be considered incidental to this bid item.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal.

METHOD OF MEASUREMENT

The quantity of Unclassified Excavation above the subgrade line as shown on the cross sections will not be measured in the field, but will be assumed to be the Plan Quantity as shown on the Plans.

BASIS OF PAYMENT

Excavation Cut, will be paid at the contract unit price per Cubic Yard, which shall be full compensation for removing and disposing of asphalt pavement, all excavation of granular materials or soil, compaction of the subgrade where required, removal and disposal of all excess materials of all types, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 20103 – UNDERDRAIN

Underdrain to be installed from the bioretention area to the end of the riprap extending beyond the wet pond outflow. The underdrain will include a 6" diameter PVC riser and screw cap flush with bioretention floor to serve as an emergency draw down per the bioretention detail (detail sheet D-5). Payment for the emergency draw down and cap is included as part of the underdrain bid item.

BID ITEM 20221 – TOPSOIL

DESCRIPTION

Topsoil shall include furnishing, spreading, fine grading and raking the surface in preparation for seeding, in accordance with Section 202 of the Standard Specifications. Contractor may use salvaged topsoil obtained from excavation within the project limits for some or all of the topsoil required. If salvaged topsoil is used, this item includes any additional effort to strip the topsoil, stockpile it on site and prepare it to meet the material specifications. If off-site topsoil is required, no extra compensation will be given. All areas within the limits of disturbance, except areas of hard surface, shall have topsoil placed to a minimum thickness of four (4) inches unless otherwise shown on plans.

METHOD OF MEASUREMENT

Topsoil will be measured by the square yard, in place.

BASIS OF PAYMENT

Topsoil will be paid at the contract price per square yard, which shall be full payment for segregating, stockpiling and preparing salvaged topsoil, furnishing additional topsoil from offsite if needed, placing, grading and raking finished surface, all equipment, labor and incidentals necessary to complete the work as provided. See Section 107.1 for limits.

BID ITEM 20226 – LIGHT RIPRAP

Light Riprap shall be used to construct permanent stone weeper in bioretention area south of proposed Capital City Path.

BID ITEM 20228 – MEDIUM RIPRAP

Medium Riprap shall be used to construct wet pond outflow.

BID ITEM 20233 – RIPRAP FILTER FABRIC, TYPE HR

DESCRIPTION

Riprap Filter Fabric, Type HR, to be installed under Light Riprap and Medium Riprap.

Placement of filter fabric shall conform to manufacturer's requirements to assure a continuous layer unbroken by rips, tears, punctures, or other physical damage from placement of the fabric or placement of materials over the fabric.

Seams between individual pieces of filter fabric shall be joined or overlapped to provide a continuous layer. Fabric shall be overlapped at a minimum of 18 inches, overlap has been calculated in the bid quantity.

METHOD OF MEASUREMENT

Riprap Filter Fabric Type HR shall be measured by the square yard as shown on the proposal page. The quantity on the proposal page was calculated using the cross sections, and includes a 10% allowance for overlap and waste.

BASIS OF PAYMENT

Riprap Filter Fabric Type HR shall be measured as described above and shall be paid for at the contract unit price which shall be full compensation for all work, materials, tools, equipment, labor, and incidentals required to complete the work as set forth in the description. Unless there is a significant change, no payment shall be given for changes in quantities listed in proposal.

BID ITEM 20326 – REMOVE FENCE

DESCRIPTION

All work under this bid item shall be completed in accordance with Section 203 of the Standard Specifications and as provided herein.

The extent of fence to be removed is approximately from 89+63 to 90+81 or as shown in the plans. This work shall also include modifying the remaining fence by providing a new end section and end post where necessary. Existing fence hardware which can be salvaged in good condition may be used to construct the end section. Any new materials necessary to complete the installation, including posts and foundations, shall substantially match or exceed the existing fence with respect to material strength and thickness, post embedment, and finish.

METHOD OF MEASUREMENT

Remove Fence will be measured along the existing fence from end post to end post of the new fence.

BASIS OF PAYMENT

Remove Fence will be paid at the contract price per Linear Foot, which shall be full payment for removing a portion of the existing fence and establishing new end post(s) as described, including salvaging or disposal of removed materials and furnishing all new materials necessary to properly support the remaining existing fence.

BID ITEM 20401 – CLEARING; BID ITEM 20406 - GRUBBING

DESCRIPTION

Work under these items consists of the clearing and grubbing of individual trees shown on the plans for removal or trees removed at the direction of the Engineer or City Forester.

Clearing and Grubbing shall be done in accordance with Article 204 of the Standard Specifications as modified in these Special Provisions.

CONSTRUCTION METHODS

City staff shall mark the removals in the field and the Contractor shall review the individual trees to be removed with the Construction Engineer and the City Forester prior to removing them.

The plans show certain trees near or within the intercepts to be saved and protected. The construction Engineer and /or Forester may designate additional trees for protection.

METHOD OF MEASUREMENT

Clearing and Grubbing will be measured by Inch-Diameter as provided in the Standard Specifications. Only trees with a 3-inch or greater diameter, measured approximately 4.5 feet above ground level will be measured.

BASIS OF PAYMENT

Clearing and Grubbing, measured as provided above, will be paid at the contract price per Inch-Diameter, which shall be full payment for all work to complete this item in accordance with the Standard Specifications and as provided herein.

BID ITEM 20404 – CLEARING; BID ITEM 20409 – GRUBBING

DESCRIPTION

Work under these items consists of the clearing and grubbing of trees and/or heavy brush as shown on the plans for removal or trees removed at the direction of the Engineer or City Forester.

Clearing and Grubbing shall be done in accordance with Article 204 of the Standard Specifications as modified in these Special Provisions.

CONSTRUCTION METHODS

City staff shall mark the removals in the field and the Contractor shall review the individual trees to be removed with the Construction Engineer and the City Forester prior to removing them.

The plans show the approximate limits of clearing and grubbing for these bid items to be from 90+86 to 98+69. Trees within this station range shall remain if the following conditions are met:

- 1) Tree is beyond the disturbance limits as shown on the plans or;
- 2) Tree will have less than 4 inches of fill against its base and;
- 3) A minimum of 5 feet of horizontal clearance exists between the tree and edge of pavement.

The construction Engineer and /or Forester may designate additional trees for protection.

METHOD OF MEASUREMENT

Clearing and Grubbing will be measured by the lump sum for the completed work.

BASIS OF PAYMENT

Clearing and Grubbing, measured as provided above, will be paid at the contract price by lump sum, which shall be full payment for all work to complete this item in accordance with the Standard Specifications and as provided herein.

BID ITEM 21002 – EROSION CONTROL INSPECTION

Work under this bid item shall be for weekend inspections (inspections required for rain events, half inch or larger, that occur on a Friday or Saturday) by the Contractor after half inch or greater rain events or as directed by the construction engineer. All weekly inspections and rain event inspections required during the work week (Monday-Friday) shall be completed by the City of Madison construction inspector.

BID ITEM 21025 – SILT SOCK (12 INCH) - COMPLETE

BID ITEM 21026 – SILT SOCK (12 INCH) – REMOVE & RESTORE

Silt sock shall be used as needed for check dams.

BID ITEM 21061 - EROSION MATTING, CLASS I TYPE URBAN A

DESCRIPTION

Work under this bid item shall consist of furnishing and installing Class I Type Urban Erosion Control Revegetative Mat (ECRM) on all disturbed areas to be seeded, except those areas specifically shown on the plans or directed by the Construction Engineer to be matted with a different material. The ECRM shall be one of the products listed in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL), under the category "Erosion Mat, Class 1, Urban, Type A."

METHOD OF MEASUREMENT

ECRM shall be measured by the square yard in place, not including runout in anchor trenches or overlap. No adjustment shall be made for slope.

BASIS OF PAYMENT

ECRM will be paid at the contract price per square yard, which shall be full payment for furnishing and placing all materials; for constructing, reconstructing, maintaining and anchoring; and for all labor, tools, equipment and incidentals necessary to complete the work. Any matting installed incorrectly shall result in all matting be paid at half the contract price. Incorrectly installed matting shall be defined as matting which is not installed in compliance with the conditions as laid out in these standard specifications. Seeding is not included in this item and will be measured and paid separately per Section 207 of the Standard Specifications. See Section 107.1 for limits.

ARTICLE 500 SEWERS AND SEWER STRUCTURES

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

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 57 lineal feet of 12" Type II Storm Pipe at locations shown on the plan and in accordance with these specifications. The ends of exposed pipe shall

be cut to 45° angles or cut to match grade angles. This project also includes 105.5 lineal feet of 24" and 66.5 lineal feet of 30" Type I Storm Pipe.

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

BID ITEM 21301 – REMOVE AND REPLACE MAILBOX

DESCRIPTION

This work consists of removing and replacing mailboxes at the direction of the engineer.

CONSTRUCTION METHODS

Maintain access to existing mailboxes for postal deliveries and residential pickup where possible. Where geometric changes to the roadway require that a mailbox be removed, place the mailbox at a temporary location during construction. The temporary placement location will be determined by the engineer. Provide access to the temporary placement location area at all times. At the end of the project, re-install the mailboxes to their original location or a location determined by the engineer. Re-install mailboxes in compliance with placement procedures of the U. S. Postal Service. Replace the original post and mailbox if any damage occurs.

METHOD OF MEASUREMENT

The City will measure removing and replacing mailboxes by the unit, acceptably completed.

BASIS OF PAYMENT

Payment for removing and replacing mailboxes will be full compensation for removing and temporarily relocating the mailbox, placing the mailbox in the original location or location determined by the engineer, and for all materials, labor, tools, equipment and incidentals necessary to complete this work.

BID ITEM 90001 – MODULAR BLOCK GRAVITY WALL

A DESCRIPTION

This special provision describes designing, furnishing materials, and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years. Within this Special Provision, "WisDOT" refers to the Wisconsin Department of Transportation and "WisDOT Standard Specifications" refers to the State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

B MATERIALS

B.1 Proprietary Modular Block Gravity Wall Systems

The Modular Block Gravity Wall system supplied shall be a ReCon "Series 50" Modular Block Gravity Wall system or an approved equal. The face texture on the Modular Block Units shall be ReCon Series 50, "LeSueur County Limestone" or an approved equal. Other proprietary wall systems may be used for this work, but must conform to the requirements of this specification. The supplied wall system must be from the WisDOT pre-approved list of proprietary modular block gravity wall systems.

An area supplier for ReCon "Series 50" Modular Block Gravity Wall systems is:
Dalmaray Concrete Products, Inc.
405 S. Arch St.
Janesville, WI 53548
Contact: Aaron Ausen, (608) 752-6507

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the Modular Block Gravity Wall shall be in compliance with the *AASHTO LRFD Bridge Design Specifications 6th Edition 2012*, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

The design of the Modular Block Gravity Wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches, or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad. Additional embedment may be detailed by the contractor, but will not be measured for payment.

The leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks.

Wall facing units shall be installed on concrete leveling pads or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

The concrete leveling pad shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches. A concrete leveling pad is required for the following scenarios:

- a. When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length
- b. A structure number has been assigned (such as R-XX-XXX), regardless of wall height

A base aggregate leveling pad shall be used when a concrete leveling pad is not required. The base aggregate leveling pad shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction. The leveling pad shall be made from base aggregate dense 1¼-inch in conformance with standard spec 305.

B.3 Wall System Components

Materials furnished under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are cracked, chipped, or have other imperfections in accordance with ASTM C1372, or have excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall unless a cast-in-place concrete cap is shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and appearance that complement the remainder of the wall. The vertical dimension of the cap shall not be less than 3½ inches. Expansion joints shall be placed in the cap to correspond with each 24 inch change in vertical wall height and at maximum spacing of 10 feet.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer in accordance with ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 Section 4.1 and 4.2. Modular blocks shall meet the following requirements.

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ⁽¹⁾	1.0 max. ⁽²⁾ 1.5 max. ⁽²⁾

(1) Test shall be run using a 3% saline solution.

(2) Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, the name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. The tests should have been conducted not more than 18 months prior to delivery. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the City.

An independent testing laboratory may control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the City, the contractor shall remove all rejected blocks from the project.

Wall facing units may consist of precast modular concrete blocks produced by a wet cast process. The concrete blocks shall have a minimum strength of 4000 psi at 28 days. The concrete for the blocks shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the blocks shall meet the requirements of standard spec 501. Wall facing units produced by a wet cast process need not be certified as to absorption and freeze-thaw requirements.

B.3.2 Backfill

Furnish and place backfill for Modular Block Gravity Walls as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Grade 1 Granular Backfill as contained in 209.2.2 of the Standard Specifications. Wall Backfill, Type A, may be used as retained backfill.

B.3.3 Miscellaneous

Top of wall treatment shall allow for the installation of railing. If using a cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Use a wall leveling pad that consists of poured concrete, Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

C CONSTRUCTION METHODS

C.1 General

Construct the modular block gravity wall in accordance with the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back face of the wall.

Root cutting for the purpose of installing the modular block gravity wall shall be considered incidental to this bid item and shall be performed in accordance with Section 107.13 of the City of Madison Standard Specifications.

Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the City, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

METHOD OF MEASUREMENT

Modular Block Gravity Wall shall be measured by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans. Unless ordered by the Engineer, wall area constructed above or below these limits will not be measured for payment.

BASIS OF PAYMENT

Modular Block Gravity Wall, measured as provided above, will be paid for at the contract unit price per square foot, which shall be full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system and wall drainage system; providing backfill, backfilling, and compacting the backfill; and furnishing and installing geotextile fabric. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

BID ITEM 90002 – INLET CAPPING

DESCRIPTION

Work under this item shall include the removal of an existing inlet casting and adjusting rings and other materials down to a stable and sound wall structure. Castings shall be salvaged in accord with the Standard Specifications for Public Works Construction. A new 1" thick steel plate shall be provided to act as the new structure roof. This plate will have two (2") inches overhang on either side of the outside walls of the structure and shall be and secured with mastic over the entire circumference of top of the inlet walls. All materials, work, and incidentals required to complete this work are included in this bid item.

METHOD OF MEASUREMENT

Inlet Capping shall be measured by each completed repair/reconstruction.

BASIS OF PAYMENT

Inlet Capping shall be measured as described above and shall be paid for at the contract price, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as set forth in the description.

BID ITEM 90003 – FLOW DIVERSION STRUCTURE

DESCRIPTION

Work under this item shall consist of a precast 6' manhole structure with a prefabricated weir conforming to the dimensions on detail sheet D-4.

METHOD OF MEASUREMENT

Flow Diversion Structure (S-6) will be measured by each completed in place and satisfactorily installed.

BASIS OF PAYMENT

Flow Diversion Structure (S-6), as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90004 – WETPOND EXCAVATION

DESCRIPTION

Work under this item includes the modification of existing stormwater detention basin located at 1940 Dondee Road. Work will include excavation of approximately 170 cubic yards (cy) of material and approximately 170 cy of fill. Refer to detail sheet D-4.

This bid item may be subject to removal without modification to other bid items.

METHOD OF MEASUREMENT

Wetpond Excavation shall be measured as a completed and satisfactorily installed stormwater treatment device.

BASIS OF PAYMENT

Wetpond Excavation shall be paid as a lump sum for all materials, work, and incidental costs related to construction.

BID ITEM 90005 – BIORETENTION CONSTRUCTION

DESCRIPTION

This bid item shall include all work required to construct the bioretention basin, including all excavation and grading associated with the bioretention basin, disposal of excavated material, provision and placement of all fill materials, and provision and placement of matting.

The bioretention area is approximately 550 square feet. This item does includes excavation of approximately 165 cubic yards (cy), the placement of Filter Fabric, Type HR, approximately 62 cy of 3-inch Clear Stone, approximately 100 cy of Engineered Soil, and planting of the bioretention basin. Refer to detail drawing D-5.

If fill or excavated material is to be stored overnight, or during a possible rain event, it shall either be covered or have the perimeter controlled with silt sock or silt fence. All control measures applied to stockpiled material shall be considered incidental to this bid item. All materials, work, and incidentals required to complete this work are included in this bid item.

METHOD OF MEASUREMENT

Bioretention Construction shall be measures as a completed and satisfactorily installed

BASIS OF PAYMENT

Bioretention Construction shall be paid as a lump sum for all materials, work, and incidental costs related to construction.

BID ITEM 90006 – OUTLET STRUCTURE & GATE

DESCRIPTION

This item includes all necessary work, materials, preparation, dewatering during construction & curing, and incidentals necessary to construct the outlet structure and gate, in accordance with the details provided in the plan set and the direction provided in these special provisions. Refer to modifications on detail sheet D-4.

It is intended, as shown on the detail drawing, that the footings, floor and cut off walls shall be constructed on an 8" bed of three (3) inch clear stone. This clear stone shall be paid under **BID ITEM 20217**. The wingwall footings shall be constructed on the same bed of 8" clear stone.

The area surrounding and behind the wingwalls shall be backfilled with clay from on-site operations, this shall be considered to part of the work required for this item.

Excavation required specifically for construction of the outlet structure is to be included in this item.

This item shall be constructed in accordance with Part III of the City of Madison Standard Specifications for Public Works Construction.

METHOD OF MEASUREMENT

Outlet Structure & Gate will be measured by each completed in place and satisfactorily installed.

BASIS OF PAYMENT

Outlet Structure & Gate, as measured above, shall be considered full compensation for all work, materials, and incidentals required to complete the work as described above.

BID ITEM 90007 -- 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 location of the High Friction Colored Surface is noted on Sheet M-1 and consists of a High Friction Colored Surface installed on the Bike Path and through its crossing of East Buckeye Road. The field installed system shall consist of a Methyl Methacrylate (MMA) resin system that is used for pavement area markings and anti-skid 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 qualified 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>	<u>Value</u>	<u>Test Method</u>
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:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
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 ravel, 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 two-part 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.



Department of Public Works
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Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

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

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

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

Financial Manager
Steven B. Danner-Rivers

June 14, 2017

NOTICE OF ADDENDUM
ADDENDUM NO. 1
CONTRACT NO. 7801

CAPITAL CITY PATH SEGMENT 1

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

PLANS:

REMOVE

Remove Sheet D-4
Remove Sheet U-6

INSERT

Insert Sheet D-4 (revised 6-13-17)

Revised sheet to indicate a 3" wide 3/8" steel plate is to be added to the outlet structure such that the opening above the weir is reduced to 6 inches.

Insert Sheet D-6

Adds detail for outlet structure

Insert Sheet U-6 (revised 6-14-17)

Revised size of S-1, P-1, and P-2 from 30 inches to 24 inches.

SPECIAL PROVISIONS:

REMOVE

SECTION 109.2 PROSECUTION OF WORK

INSERT

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall have three options for completion of work on this project: (1) complete all portions of the construction in 2017, (2) complete all portions of the construction in Spring of 2018, (3) perform a portion of the work in Fall of 2017 and complete construction in the Spring of 2018. The Contractor shall notify City Engineering of their preferred option within seven (7) days following the award of the contract.

If the Contractor elects to perform all work in 2017, the work may begin on or before **September 1, 2017**. If the Contractor elects to perform all or a portion of the work in 2018, the work must be completed by **June 15, 2018**. If Option (3) is chosen, the contract shall be suspended during the winter months and time shall not be charged against the project. There will be no additional compensation for additional mobilization payments, or any other compensation for costs associated with suspending the work for the winter months if the Contractor chooses to perform all or part of the work in 2018.

June 14, 2017

Page 2

Total time for completion of this contract shall be SEVENTY-FIVE (75) CALENDAR DAYS.

Work shall begin only after the start work letter is received.

REMOVE

STORM SEWER AND STRUCTURES GENERAL

INSERT

STORM SEWER AND STRUCTURES GENERAL

Storm sewer pipe work shall include installing approximately 57 lineal feet of 12" Type II Storm Pipe at locations shown on the plan and in accordance with these specifications. The ends of exposed pipe shall be cut to 45° angles or cut to match grade angles. This project also includes 193 lineal feet of 24" Type I Storm Pipe.

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.

PROPOSAL:

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

Action	Bid Item	Description	Quantity	Units
REMOVE	50407	30 INCH TYPE I RCP STORM SEWER PIPE	66.5	L.F.
REMOVE	50467	30 INCH RCP AE	1	EACH
REMOVE	50607	30 INCH RCP AE GATE	1	EACH
MODIFY	50405	24 INCH TYPE I RCP STORM SEWER PIPE	193.0	L.F.
MODIFY	50465	24 INCH RCP AE	3	EACH
MODIFY	50605	24 INCH RCP AE GATE	3	EACH

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

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

<http://www.bidexpress.com>

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



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

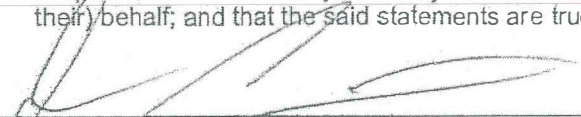
RFP: cwd

SECTION E: BIDDERS ACKNOWLEDGEMENT

CAPITAL CITY PATH SEGMENT 1
CONTRACT NO. 7801

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

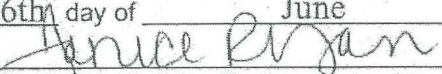
- The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
- If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
- The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
- I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
- I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.



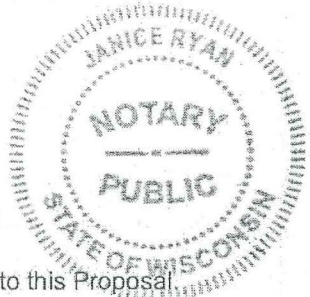
 SIGNATURE

 Vice President

 TITLE, IF ANY

Sworn and subscribed to before me this
16th day of June, 2017


(Notary Public or other officer authorized to administer oaths)
 My Commission Expires 10-22-2017
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 7801 – Speedway Sand & Gravel, Inc.

Section F: Best Value Contracting (BVC)

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

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

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

Best Value Contracting

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

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

- Contractor has a total skilled workforce of four or less individuals in all apprenticeable trades combined.
- No available trade training program; The Contractor has been rejected by the only available trade training program, or there is no trade training program within 90 miles.
- Contractor is not using an apprentice due to having a journey worker on layoff status, provided the journey worker was employed by the contractor in the past six months.
- First time contractor on City of Madison Public Works contract requests a onetime exemption but intends to comply on all future contracts and is taking steps typical of a "good faith" effort.
- Contractor has been in business less than one year.
- Contractor doesn't have enough journeyman trade workers to qualify for a trade training program in that respective trade.
- An exemption is granted in accordance with a time period of a "Documented Depression" as defined by the State of Wisconsin.

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

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

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

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

CAPITAL CITY PATH SEGMENT 1
CONTRACT NO. 7801

Small Business Enterprise Compliance Report

This information may be submitted electronically through
Bid Express or submitted with bid in sealed envelope.

Cover Sheet

Prime Bidder Information

Company: Speedway Sand & Gravel Inc.

Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562

Telephone Number: 608-836-1071 Fax Number: 608-836-7485


Contact Person/Title: John Czerepinski, Vice President

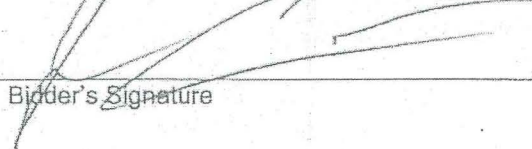
Prime Bidder Certification

I, John Czerepinski, Vice President of
Name Title

Speedway Sand & Gravel Inc. certify that the information
Company

contained in this SBE Compliance Report is true and correct to the best of my knowledge and belief.


Witness' Signature


Bidder's Signature

June 16, 2017
Date

**CAPITAL CITY PATH SEGMENT 1
CONTRACT NO. 7801**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	8 % of Total Bid Amount	
Red Arrow Electric	Electrical	6.32	%
SBE Trucking	Hauling	2.32	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		8.64	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:		% x 0.6 = _____	% (discounted to 60%)
Total Percentage of SBE Utilization:		8.64	%

CAPITAL CITY PATH SEGMENT 1

CONTRACT NO. 7801

DATE: 6/16/17

Speedway Sand & Gravel,
Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$4,000.00	\$4,000.00
10790 - RAILROAD INSURANCE - LUMP SUM	1.00	\$3,000.00	\$3,000.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$17,000.00	\$17,000.00
20101.0 - EXCAVATION CUT - C.Y.	720.00	\$20.00	\$14,400.00
20103 - UNDERDRAIN - L.F.	430.00	\$25.00	\$10,750.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON-WOVEN (UNDISTRIBUTED) - S.Y.	558.00	\$1.70	\$948.60
20217 - CLEAR STONE - TON	150.00	\$17.00	\$2,550.00
20221.0 - TOPSOIL - S.Y.	2825.00	\$2.25	\$6,356.25
20226 - LIGHT RIPRAP - TON	34.00	\$50.00	\$1,700.00
20228 - MEDIUM RIPRAP - TON	172.00	\$50.00	\$8,600.00
20233 - RIPRAP FILTER FABRIC, TYPE HR - S.Y.	1000.00	\$3.75	\$3,750.00
20303.0 - SAWCUT BITUMINOUS PAVEMENT - L.F.	230.00	\$2.50	\$575.00
20311 - REMOVE SEWER ACCESS STRUCTURE - EACH	1.00	\$700.00	\$700.00
20314 - REMOVE PIPE - L.F.	35.00	\$25.00	\$875.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	125.00	\$7.00	\$875.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	1580.00	\$2.00	\$3,160.00
20326 - REMOVE FENCE - L.F.	142.00	\$1.50	\$213.00
20401.0 - CLEARING - I.D.	27.00	\$35.00	\$945.00
20404 - CLEARING - LUMP SUM	1.00	\$4,795.00	\$4,795.00
20406 - GRUBBING - I.D.	27.00	\$15.00	\$405.00
20409 - GRUBBING - LUMP SUM	1.00	\$3,150.00	\$3,150.00
20701.0 - TERRACE SEEDING - S.Y.	3025.00	\$2.00	\$6,050.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$450.00	\$2,250.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$250.00	\$500.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$750.00	\$750.00
21018 - SILT SOCK (8 INCH) - PROVIDE, INSTALL & MAINTAIN - L.F.	540.00	\$6.00	\$3,240.00
21019 - SILT SOCK (8 INCH) - REMOVE & RESTORE - L.F.	540.00	\$1.00	\$540.00
21056 - INLET PROTECTION, TYPE D HYBRID - PROVIDE & INSTALL - EACH	10.00	\$140.00	\$1,400.00
21057 - INLET PROTECTION TYPE D HYBRID - MAINTAIN - EACH	20.00	\$50.00	\$1,000.00
21058 - INLET PROTECTION TYPE D HYBRID - REMOVE - EACH	10.00	\$50.00	\$500.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	2825.00	\$1.80	\$5,085.00
21062 - EROSION MATTING, CLASS I, URBAN TYPE B - S.Y.	200.00	\$1.80	\$360.00
21301 - REMOVE AND REPLACE MAILBOX - EACH	1.00	\$100.00	\$100.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	20.00	\$45.00	\$900.00
30205 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	178.00	\$36.00	\$6,408.00
30207 - TYPE "H" CONCRETE CURB & GUTTER - L.F.	105.00	\$36.00	\$3,780.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	200.00	\$5.30	\$1,060.00
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	2265.00	\$6.25	\$14,156.25
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	46.00	\$7.00	\$322.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	76.00	\$35.00	\$2,660.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 OR NO. 3 - TON	1070.00	\$19.00	\$20,330.00
40201.0 - HMA PAVEMENT, TYPE E-0.3 - TON	293.00	\$70.75	\$20,729.75
50403 - 18 INCH TYPE I RCP STORM SEWER PIPE - L.F.	24.00	\$60.90	\$1,461.60

CAPITAL CITY PATH SEGMENT 1

CONTRACT NO. 7801

DATE: 6/16/17

Speedway Sand & Gravel,
Inc.

Item	Quantity	Price	Extension
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	193.00	\$70.41	\$13,589.13
50432 - 12 INCH TYPE II PAVEMENT STORM SEWER PIPE - L.F.	57.00	\$57.00	\$3,249.00
50465 - 24 INCH RCP AE - EACH	3.00	\$1,158.00	\$3,474.00
50498 - JOINT TIES - EACH	6.00	\$121.00	\$726.00
50499 - CONCRETE COLLAR - EACH	2.00	\$400.00	\$800.00
50605 - 24 INCH RCP AE GATE - EACH	3.00	\$752.00	\$2,256.00
60229 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 80) CONDUIT BY "OPEN TRENCH" METHOD - L.F.	25.00	\$8.00	\$200.00
60231 - FURNISH & INSTALL 2 INCH PVC (SCHEDULE 40) CONDUIT BY "OPEN TRENCH" METHOD - L.F.	1278.00	\$7.00	\$8,946.00
60402 - CONSTRUCT LB-2 BASE - EACH	8.00	\$1,000.00	\$8,000.00
60412 - CONSTRUCT TYPE "M" BASE - EACH	1.00	\$1,500.00	\$1,500.00
60704 - CONSTRUCT ELECTRICAL HANDHOLE TYPE 3 - EACH	2.00	\$475.00	\$950.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	400.00	\$1.50	\$600.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	410.00	\$3.00	\$1,230.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	600.00	\$2.00	\$1,200.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	80.00	\$3.00	\$240.00
60815.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 18-INCH - L.F.	10.00	\$15.10	\$151.00
60817.0 - PAVEMENT MARKING EPOXY, ROUNDABOUT EDGE LINE, 18-INCH - L.F.	45.00	\$15.50	\$697.50
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	80.00	\$17.00	\$1,360.00
60820.0 - PAVEMENT MARKING EPOXY, MEDIAN NOSE - S.F.	50.00	\$4.00	\$200.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	2.00	\$135.00	\$270.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	1.00	\$135.00	\$135.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	1.00	\$135.00	\$135.00
60835.0 - PAVEMENT MARKING EPOXY, SYMBOL, RAILROAD CROSSING - EACH	1.00	\$850.00	\$850.00
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	350.00	\$3.00	\$1,050.00
60885.0 - PAVEMENT MARKING REMOVAL, 24-INCH - L.F.	5.00	\$15.00	\$75.00
60886.0 - PAVEMENT MARKING REMOVAL, 4" DOUBLE LINE - L.F.	105.00	\$6.00	\$630.00
60892.0 - PAVEMENT MARKING REMOVAL, SYMBOL, RAILROAD CROSSING - EACH	1.00	\$1,310.00	\$1,310.00
90001 - MODULAR BLOCK GRAVITY WALL - S.F.	440.00	\$99.00	\$43,560.00
90002 - INLET CAPPING - EACH	1.00	\$900.00	\$900.00
90003 - FLOW DIVERSION STRUCTURE - EACH	1.00	\$5,200.00	\$5,200.00
90004 - WETPOND EXCAVATION - LUMP SUM	1.00	\$1,800.00	\$1,800.00
90005 - BIORETENTION CONSTRUCTION - LUMP SUM	1.00	\$13,050.00	\$13,050.00
90006 - OUTLET STRUCTURE & GATE - EACH	1.00	\$3,150.00	\$3,150.00
90007 - HIGH FRICTION COLORED SURFACE - BIKE LANE GREEN - S.F.	450.00	\$14.25	\$6,412.50
77 Items	Totals		\$310,226.58



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2016 through January 31, 2018.

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

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

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

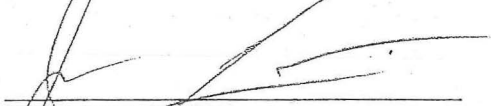
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

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

PRINCIPAL

Speedway Sand & Gravel, Inc. 11-16-2015

COMPANY NAME AFFIX SEAL DATE


By: 

SIGNATURE AND TITLE
John Czerepinski, V.P.

SURETY

Fidelity and Deposit Company of America 11-16-2015

COMPANY NAME AFFIX SEAL DATE

By: 

SIGNATURE AND TITLE Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under License No. 2530156 for the year 2016, and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2015

DATE

Liz Mosca

AGENT

PO Box 259408

ADDRESS

Madison, WI 53725

CITY, STATE AND ZIP CODE

608-252-9674

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.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

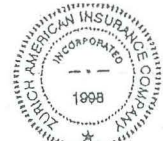
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Judith A. WALKER, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Elizabeth MOSCA, all of Madison, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

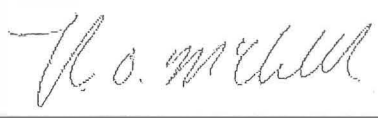
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of August, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



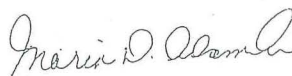
By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 24th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/sbe is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16 day of November, 2015.



A handwritten signature in black ink, appearing to read "Michael Bond".

Michael Bond, Vice President

SECTION H: AGREEMENT

THIS AGREEMENT made this 12 day of JULY in the year Two Thousand and Seventeen between SPEEDWAY SAND & GRAVEL, INC. hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted JULY 11, 2017, 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:

CAPITAL CITY PATH SEGMENT 1 CONTRACT NO. 7801

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of THREE HUNDRED TEN THOUSAND TWO HUNDRED TWENTY-SIX AND 58/100 (\$310,226.58) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

1. Cancel, terminate or suspend this Contract in whole or in part.

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

- b. **Requirements.** For the duration of this Contract, the Contractor shall:
 1. Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.

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

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

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

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

**CAPITAL CITY PATH SEGMENT 1
CONTRACT NO. 7801**

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

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

[Signature] 7/12/17
 Witness Date
[Signature] 7/12/17
 Witness Date

[Signature] 7/12/17
 Company Name
 ✓ [Signature] 7/12/17
 President Date
[Signature] 7/12/17
 Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
 Finance Director

[Signature]
 City Attorney

Signed this 31st day of July, 2017

[Signature]
 Witness

[Signature] 31 July 2017
 Mayor Date

[Signature]
 Witness

[Signature] for 7/20/17
 City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of THREE HUNDRED TEN THOUSAND TWO HUNDRED TWENTY-SIX AND 58/100 (\$310,226.58) 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:

**CAPITAL CITY PATH SEGMENT 1
CONTRACT NO. 7801**

in Madison, Wisconsin, and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the City harmless from all claims for damages because of negligence in the prosecution of said work, and shall save harmless the said City from all claims for compensation (under Chapter 102, Wisconsin Statutes) of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and sealed this 12th day of July, 2017

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

Witness

[Signature]
Juanice Ryan
Secretary

President

[Signature]
Seal NA

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety

Seal

Salary Employee - Commission

City Attorney

[Signature]

By

[Signature]
Attorney-in-Fact, Elizabeth Mosca

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 12305256 for the year 2017, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 12, 2017

Date

[Signature]
Agent Signature

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Judith A. WALKER, Timothy HAUSMANN, Patrick A. MCKENNA, Brooke L. PARKER and Elizabeth MOSCA, all of Madison, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

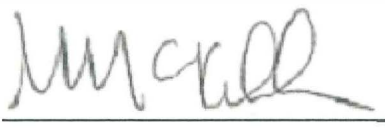
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of April, A.D. 2016.

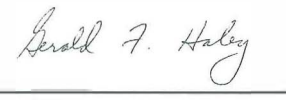
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary
Michael McKibben*

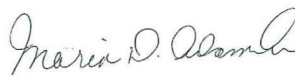


*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 20th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12 day of July, 2017.



Michael Bond

Michael Bond, Vice President