

RUSH

Contract Routing Form

ROUTING: ~~Routine~~

printed on: 04/29/2019

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

Project: Groveland Terrace Assessment District - 2019

Contract No.: 8298
Enactment No.: RES-19-00295
Dollar Amount: 783,755.21

File No.: 55137
Enactment Date: 04/22/2019

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--------------------------|---------------|----------------------|
| City Clerk | 4-29-2019 | 4-29-2019 |
| Director of Civil Rights | 4/30/19 | 5.6.19 ²³ |
| Risk Manager | 5.7.19 | 5.7.19 mcl |
| Finance Director | 5.7.19 | 5/7/19 mcl |
| City Attorney | 520 5-10-19 | 5-10-19 |
| Mayor | 5.10.19 | 5.10.19 |

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

Original + 2 Copies

04/29/2019 09:14:34 enjls - Chris Dawson 261-5537

Dis Rights: OK / N/A / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: 783,755.21
 AA Plan: Approved
 Amendment / Addendum # _____
 Type: POS / Dvlp / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt

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[Boards, Commissions and Committees](#) [Members](#)



[Details](#) [Reports](#)

| | | | | |
|-----------------|--|------------|---------------|--|
| File #: | 55137 | Version: 1 | Name: | Awarding Public Works Contract No. 8298, Groveland Terrace Assessment District - 2019. |
| Type: | Resolution | | Status: | Passed |
| File created: | 3/21/2019 | | In control: | Engineering Division |
| On agenda: | 4/16/2019 | | Final action: | 4/16/2019 |
| Enactment date: | 4/22/2019 | | Enactment #: | RES-19-00295 |
| Title: | Awarding Public Works Contract No. 8298, Groveland Terrace Assessment District - 2019. (16th AD) | | | |
| Sponsors: | <u>BOARD OF PUBLIC WORKS</u> | | | |
| Attachments: | 1. Contract 8298.pdf | | | |

[History \(3\)](#) [Text](#)

Fiscal Note

The proposed resolution awards the contract for the reconstruction of Groveland Terrace at an estimated cost of \$846,460. The project is funded within the adopted 2019 capital budget for Engineering Major Streets via the Reconstruction Streets program. Funding is provided by GO Borrowing, special assessments, and associated utility components as follows:

Major Streets - \$478,970
Stormwater Utility - \$39,610
Sewer Utility - \$327,880

MUNIS:
11872

Title

Awarding Public Works Contract No. 8298, Groveland Terrace Assessment District - 2019. (16th AD)

Body

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

son

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

See attached document (Contract No. 8298) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8298
GROVELAND TERRACE ASSESSMENT DISTRICT - 2019

SPEEDWAY SAND & GRAVEL, INC

\$783,755.21

| | |
|--|---------------------|
| Acct. No. 11872-402-170: 54410 (91350) | \$392,346.80 |
| Contingency 8%± | <u>31,393.20</u> |
| Sub-Total | \$423,740.00 |
| | |
| Acct. No. 11872-402-174:54445 (91345) | \$51,142.00 |
| Contingency 8%± | <u>4,088.00</u> |
| Sub-Total | \$55,230.00 |
| | |
| Acct. No. 11872-84-174:54445 (91345) | \$36,670.36 |
| Contingency 8%± | <u>2,939.64</u> |
| Sub-Total | \$39,610.00 |
| | |
| Acct. No. 11872-83-173:54445 (91345) | \$303,596.05 |
| Contingency 8%± | <u>24,283.95</u> |
| Sub-Total | \$327,880.00 |
| | |
| GRAND TOTAL | <u>\$846,460.00</u> |

Jurisdiction: Wisconsin

Demographics

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

Address

| | | | |
|--|---|---|--|
| Business Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States | Mailing Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States | Statutory Home Office Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States | Main Administrative Office Address 1299 ZURICH WAY Schaumburg, IL 60196-1056 United States |
|--|---|---|--|

Phone, Email, Website

| Phone | Email | Website | | | | | | | | |
|--|----------------|----------------|-----------------|----------------|------------------------|----------------|------------------------|----------------|-------------------|-------------------|
| <table border="1"> <tr> <th>Type</th> <th>Number</th> </tr> <tr> <td>Toll Free Phone</td> <td>(800) 382-2150</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 413-5048</td> </tr> <tr> <td>Business Primary Phone</td> <td>(847) 605-6000</td> </tr> </table> | Type | Number | Toll Free Phone | (800) 382-2150 | Business Primary Phone | (847) 413-5048 | Business Primary Phone | (847) 605-6000 | No results found. | No results found. |
| Type | Number | | | | | | | | | |
| Toll Free Phone | (800) 382-2150 | | | | | | | | | |
| Business Primary Phone | (847) 413-5048 | | | | | | | | | |
| Business Primary Phone | (847) 605-6000 | | | | | | | | | |

Company Type

| | | |
|---|--------------------------------|--------------------------------|
| Company Type: Property and Casualty | Status Reason: | Status Date: 01/01/1982 |
| Status: Active | Legacy State ID: 111700 | |
| Effective Date: 12/31/2018 | Approval Date: | File Date: |
| Issue Date: 01/01/1982 | Article No: | COA Number: |
| Articles of Incorporation Received: No | | |

Appointments

Show 10 entries Showing 1 to 2 of 1440 entries

| Licensee Name | License Number | NPN | License Type | Line of Authority | Appointment Date | Effective Date | Expiration Date |
|---------------|----------------|---------|---------------------------------|-------------------|------------------|----------------|-----------------|
| ROSS SQUIRES | 8729812 | 8729812 | Intermediary (Agent) Individual | Casualty | 10/21/2014 | 01/09/2019 | 03/15/2020 |
| ROSS SQUIRES | 8729812 | 8729812 | Intermediary (Agent) Individual | Property | 10/21/2014 | 01/09/2019 | 03/15/2020 |

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 |

Contact

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

Company Merger

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No results found.

Name Change History

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

\$783,755.21
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2019

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

GROVELAND TERRACE ASSESSMENT DISTRICT - 2019

CONTRACT NO. 8298

PROJECT NO. 11872

MUNIS NO. 11872

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON APRIL 16, 2019

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**GROVELAND TERRACE ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8298**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: 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: | GROVELAND TERRACE ASSESSMENT DISTRICT - 2019 |
| CONTRACT NO.: | 8298 |
| SBE GOAL | 6% |
| BID BOND | 5% |
| SBE PRE BID MEETING (1:00 P.M.) | 03/11/19 |
| PREQUALIFICATION APPLICATION DUE (2:00 P.M.) | 02/28/19 |
| BID SUBMISSION (2:00 P.M.) | 03/07/19 |
| BID OPEN (2:30 P.M.) | 03/07/19 |
| PUBLISHED IN WSJ | 02/21/19 & 02/28/19 |

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

PREQUALIFICATION APPLICATION: Forms are available on our website, 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 - 2019 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

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

MINOR DISCREPENCIES

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

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

Building Demolition

- 101 Asbestos Removal
- 120 House Mover

- 110 Building Demolition

Street, Utility and Site Construction

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

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
- 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
- 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
- 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
- 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. 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

GROVELAND TERRACE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8298

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

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

SECTION 102.11: BEST VALUE CONTRACTING

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

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of storm sewer, sanitary sewer, earthwork, clearing & grubbing, curb and gutter, base preparation, asphalt pavement, driveway aprons, and sidewalk.

The project limits for the work are Groveland Terrace from Tompkins Drive to Pflaum Road.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

SECTION 104.10 CLEANING UP

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

Work under this contract will require utility relocations to install the new sanitary and storm sewer main, curb & gutter, and sidewalk. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities. Contact MG&E electric when working in close proximity to power poles so that poles can be supported if required.

Contacts for private utilities are:

John Wichern (MG&E gas) 608-252-1563 JWichern@mge.com
Mark Bohm (MG&E elec) 608-252-4730 Mbohm@mge.com
Carol Anason (AT&T) 608-888-5557, 608-622-2079 ca2624@att.com

The contractor shall coordinate the work with the City of Madison Traffic Engineering Division. The Traffic Engineering Dept. 266-4761 shall be contacted prior to construction beginning on any item noted in the plans.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The following addresses will require handicap access during construction:

- 5401 Groveland Terrace

Residents with special needs or disabilities may request accommodation during the project--access shall be provided to these residents at all times.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY OWNERS

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

SECTION 107.6 DUST PROOFING

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

SECTION 107.7 MAINTENANCE OF TRAFFIC

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

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Alexandra Heinritz, ahleinritz@cityofmadison.com, five 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 traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control.

The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City.

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

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

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

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

Notify residents and businesses in writing at least 2 days (48 hours) prior to restricting access to any driveway. Notify residents and businesses in writing at least 3 days (72 hours) prior to closing any access to any driveway.

Provide emergency vehicles with adequate access to all properties along the project at all times.

Provide access for mail delivery to all properties.

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

Contact Alexandra Heinritz, Traffic Engineering Division, aheinritz@cityofmadison.com, 608-267-1102, with any questions concerning these traffic control specifications.

SECTION 108.2 PERMITS

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

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

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

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

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on May 13, 2019. The total time for completion of this contract is 90 CALENDAR DAYS.

Work shall begin only after the start work letter is received. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the Standard Specifications and as modified herein.

Contractor shall note the presence of miscellaneous structures and landscaping material in the terraces and right-of-way, including retaining walls, large stones and boulders, railroad ties, plantings, shrubs, etc. The removal and disposal of all of these items shall be considered incidental to excavation cut and no separate payment shall be made to the Contractor. The Contractor shall view the site prior to bidding to become familiar with the existing conditions.

SECTION 210.1(d) STREET SWEEPING

When required by either 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 and collect 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 workday. Areas not accessible by mechanical street sweepers may require hand scraping with shovels. Sweepers used on to meet the requirements of this specification shall have the ability to collect debris, and pre-wet the pavement. Pre-wetting may be accomplished by a separate piece of equipment at the contractor's option. Equipment that simply brooms material into the air or directs it toward the terrace without physical collection of it shall not be considered adequate.

SECTION 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

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

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

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

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

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

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

BID ITEM 10701 – TRAFFIC CONTROL

Contractor shall note that all needed Traffic Control for all work under this contract shall be paid under this item.

BID ITEM 10911 – MOBILIZATION

Contractor shall note that mobilization for all work under this contract shall be paid under this item.

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

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

BID ITEM 20403 – GRUBBING

City Forestry will be removing several trees within the Groveland Terrace right-of-way prior to the project work beginning. The Contractor will be responsible for grubbing those trees removed by City Forestry.

BID ITEM 40202–HMA PAVEMENT 4 LT 58-28 S

The Contractor shall install asphalt curb, as needed to match in to the existing asphalt curb as needed or as directed by the Construction Engineer on Acacia Lane and Douglas Trail. The asphalt curb shall be installed such that drainage is maintained. The asphalt curb shall be considered incidental to this bid item.

ARTICLE 500

SEWER AND SEWER STRUCTURES GENERAL

The sewer designer for the project is Lucas Wardell. He may be contacted at (608) 243-5894 or at lwardell@cityofmadison.com.

SANITARY SEWER GENERAL

This project shall include installing approximately 730 feet of new 8" PVC SDR-35 and 520 feet of new 10" PVC SDR-35 sewer main and 901 feet of new sanitary lateral SDR-35 and SDR-26.

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

All new sanitary sewer access structures shall include Neenah R-1550 castings with the new City of Madison casting detail (see S.D.D. 5.7.16) of the City of Madison Standard Specifications for Public Works Construction 2019 ed. All new sewer main connections may be factory cored and shall be included in the structure. All existing main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

Contractors shall have a locator device on-site if they intend to start laying lateral pipe at the property line to minimize the amount of extra sidewalk removal. Each sanitary lateral shall have a maximum of 4 sidewalk squares removed and replaced. No additional compensation shall be awarded beyond this amount for the replacement of a sewer lateral. If laterals called for reinstatement on the plans are to be plugged under the direction of the engineer on-site, Contractors are required to use a sonde device to confirm that the laterals are not active.

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

Connection of new pipes to existing structures shall be accommodated with a Sanitary Sewer Tap – BID ITEM 50791.

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

STORM SEWER GENERAL

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

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

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

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

Where plans show proposed storm pipe crossing existing 6" water main the Contractor shall install two inch (2") thick by four foot (4') by eight foot (8') high density polystyrene board in conformance with City of Madison S.D.D. 7.03. The polystyrene board shall be incidental to the storm pipe.

BID ITEM 50353 – SANITARY SEWER LATERAL (SDR 35)

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

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

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

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

BID ITEM 50356 – RECONNECT

The first 5 feet of pipe shall be included with this bid item regardless of pipe type or fittings used. Beyond 5 feet, the amount of pipe installed shall be paid separately under Bid Item 50353-Sanitary Sewer Lateral.

The first 5 feet of lateral pipe/ fittings measured from the sewer main shall be considered the reconnect for all sewer lateral reconstructions. Laterals connecting to Sewer Access Structures shall be paid for separately under Bid Item 50791-Sanitary Sewer Tap. 5 feet of sanitary sewer lateral pipe is not considered incidental to the sanitary tap connection. Sanitary Sewer Risers in this project shall be constructed per Standard Detail Drawing 5.3.1. and shall be paid for as a Reconnect.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

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

BID ITEM 90001 – 5 INCH CONCRETE SIDEWALK WITH POETRY

DESCRIPTION

This item is intended for construction of 5" concrete sidewalk in accordance with Article 303 of the Standard Specifications, except that the sidewalk shall be stamped with poetry. Stamps for the poetry shall be provided by the City. City approval of installing poetry in the sidewalks is pending, so some or all of this work may be deleted from the contract. If actual quantities are more or less than estimated, or if items are deleted from the contractor's work, the changed quantities or deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with. The City shall retain ownership of the stamps.

Contractor shall confirm poem locations with the Engineer prior to installation. It is anticipated that the poems would be installed in a total of 6 sections of sidewalk within the project limits.

METHOD OF MEASUREMENT

5" Concrete Sidewalk with Poetry shall be measured in place by the square foot of surface area acceptably completed.

BASIS OF PAYMENT

The item 5" Concrete Sidewalk with Poetry shall be payment in full for all work, materials, incidentals and coordination required to complete the work in accordance with the description.

NOTES

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

RELATIVE PERCENTAGE TERMS

| | |
|--------|-------------|
| no | 0% |
| trace | <5% |
| few | 5 to <10% |
| little | 10 to <30% |
| some | 30 to < 50% |

TEST RESULTS LEGEND

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


RELATIVE MOISTURE TERMS AT TIME OF SAMPLING

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

DRILLING METHODS LEGEND

HSA = Continuous flight hollow-stem augers

SAMPLER TYPE LEGEND

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

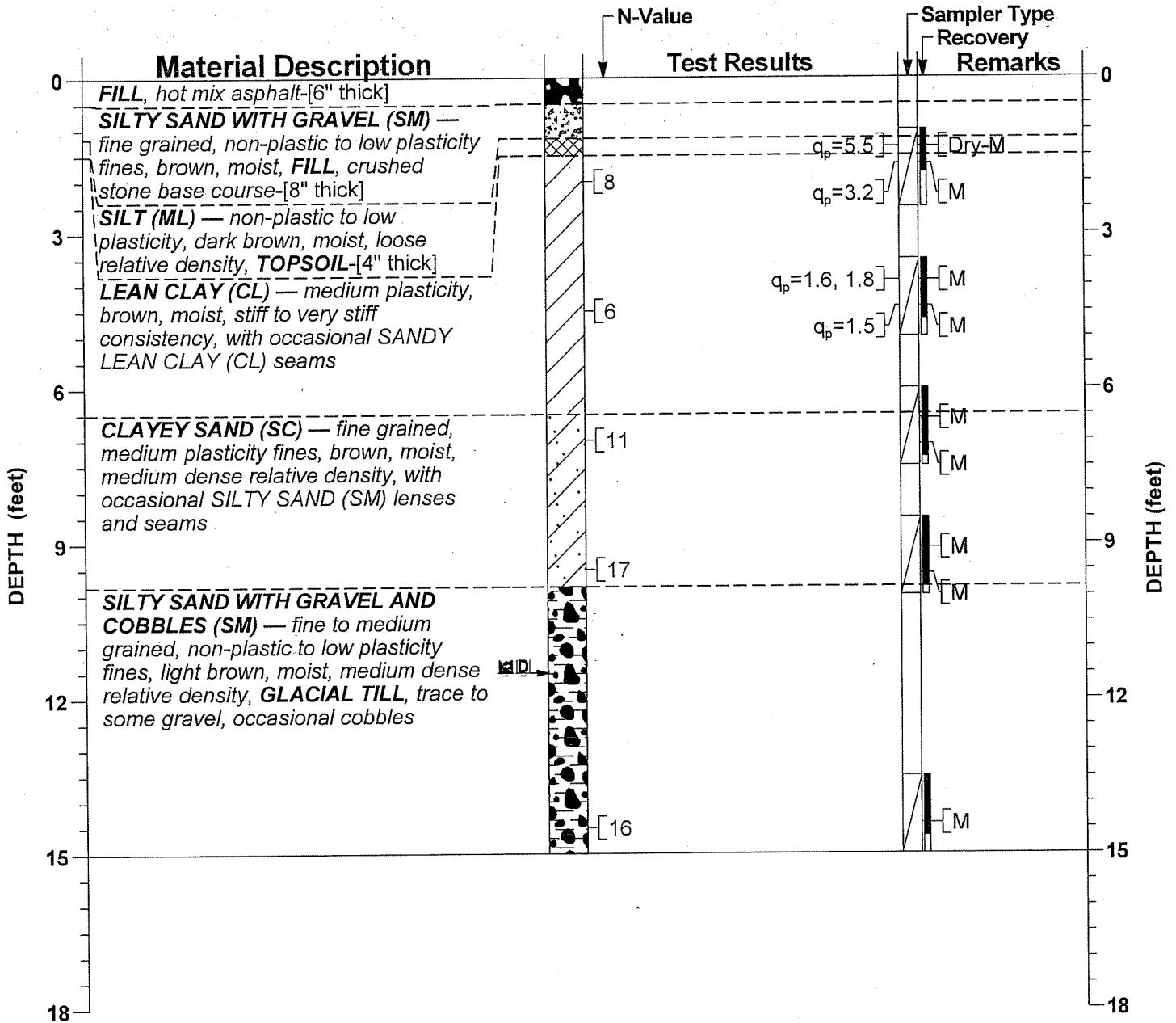


Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
 CONSULTING CIVIL ENGINEERS SINCE 1966

NOTES AND LEGEND RECORD
 Groveland Terrace
 Tompkins Drive to Pflaum Road
 City of Madison, Dane County, Wisconsin

13300.05

| | | | | | | |
|---------------|----------------|---------------------------------------|--------------------|------------------------|---------------------------------|-----------------------------------|
| LATITUDE: --- | LONGITUDE: --- | COUNTY: Dane | SECTION: 21 | CREW CHIEF: SWK | DRILL RIG: D-25 Skid | PAGE: 1 of 1 |
| NORTHING: --- | EASTING: --- | TOWNSHIP: (Blooming Grove) 7 N | ¼: NW | LOG REVIEW: CMB | HAMMER TYPE: Automatic | TOTAL DEPTH: 15'-0" |
| STATION: --- | OFFSET: --- | RANGE: 10 E | ¼ ½: NE | LOG QC: CMB | DATE STARTED: 11/27/2018 | DATE COMPLETED: 11/27/2018 |



| WATER LEVEL LEGEND | OTHER LEVEL LEGEND |
|-----------------------------------|-------------------------------------|
| D 11'-6" Dry at completion | ☒ 11'-6" Caved at completion |

| DRILL METHOD | TOOL SIZE | CASING SIZE | DRILL FLUID | DEPTH FROM | DEPTH TO | HOLE DIA |
|---|-----------|-------------|-------------|------------|----------|----------|
| HSA | 2 1/4" | — | None | 0'-0" | 15'-0" | 5.6" |
| SAMPLING METHOD(S): AASHTO T 206 | | | | | | |
| SURFACE PATCH: Cold Mix Asphalt Patching Compound | | | | | | |
| BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil | | | | | | |

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

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
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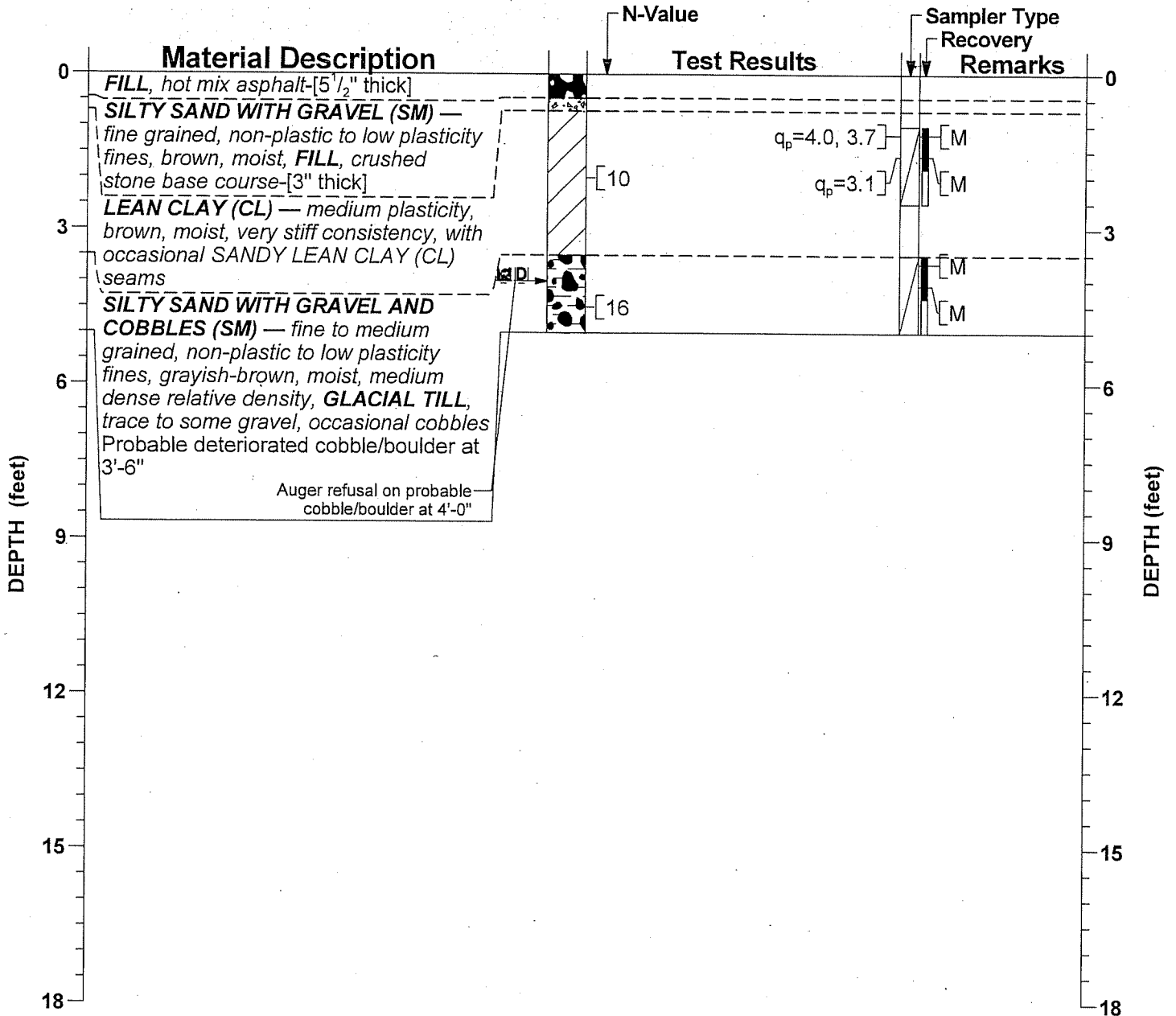
SOIL BORING RECORD
 Groveland Terrace
 Tompkins Drive to Pflaum Road
 City of Madison, Dane County, Wisconsin

13300.05

General Location: **15 feet east of the curb face, 21 feet north of sanitary sewer manhole at 5413 Groveland Terrace**

Boring BH-2

| | | | | | | |
|-------------|--------------|---------------------------------------|--------------------|------------------------|---------------------------------|-----------------------------------|
| LATITUDE: — | LONGITUDE: — | COUNTY: Dane | SECTION: 21 | CREW CHIEF: SWK | DRILL RIG: D-25 Skid | PAGE: 1 of 1 |
| NORTHING: — | EASTING: — | TOWNSHIP: (Blooming Grove) 7 N | ¼: NW | LOG REVIEW: CMB | HAMMER TYPE: Automatic | TOTAL DEPTH: 5'-0" |
| STATION: — | OFFSET: — | RANGE: 10 E | ¼ ½: NE | LOG QC: CMB | DATE STARTED: 11/27/2018 | DATE COMPLETED: 11/27/2018 |



| WATER LEVEL LEGEND | OTHER LEVEL LEGEND |
|-------------------------|---------------------------|
| 4'-0" Dry at completion | 4'-0" Caved at completion |

| DRILL METHOD | TOOL SIZE | CASING SIZE | DRILL FLUID | DEPTH FROM | DEPTH TO | HOLE DIA |
|--------------|-----------|-------------|-------------|------------|----------|----------|
| HSA | 2 1/4" | — | None | 0'-0" | 4'-0" | 5.6" |

SAMPLING METHOD(S): AASHTO T 206

SURFACE PATCH: Cold Mix Asphalt Patching Compound

BACKFILL: Auger Cuttings, Caved Soil

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

Soils & Engineering Services, Inc.
 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
 Fax: 608-274-7511 • Email: soils@soils.ws
 CONSULTING CIVIL ENGINEERS SINCE 1966

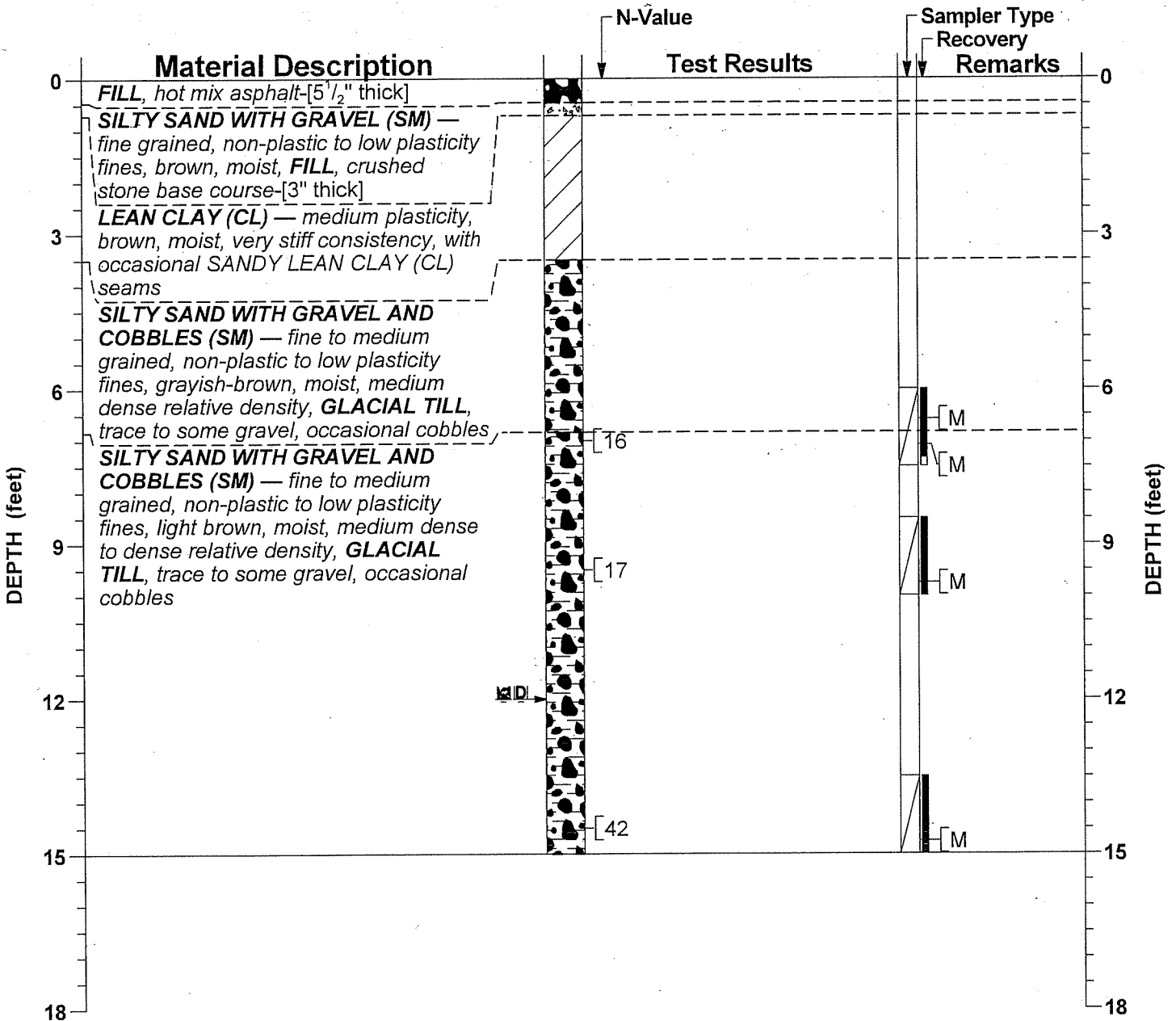
SOIL BORING RECORD
 Groveland Terrace
 Tompkins Drive to Pflaum Road
 City of Madison, Dane County, Wisconsin

13300.05

General Location: **15 feet east of the curb face, 24 feet north of sanitary sewer manhole at 5413 Groveland Terrace**

Boring BH-2A

| | | | | | | |
|-------------|--------------|---------------------------------------|--------------------|------------------------|---------------------------------|-----------------------------------|
| LATITUDE: — | LONGITUDE: — | COUNTY: Dane | SECTION: 21 | CREW CHIEF: SWK | DRILL RIG: D-25 Skid | PAGE: 1 of 1 |
| NORTHING: — | EASTING: — | TOWNSHIP: (Blooming Grove) 7 N | ¼: NW | LOG REVIEW: CMB | HAMMER TYPE: Automatic | TOTAL DEPTH: 15'-0" |
| STATION: — | OFFSET: — | RANGE: 10 E | ¼ ¼: NE | LOG QC: CMB | DATE STARTED: 11/27/2018 | DATE COMPLETED: 11/27/2018 |



| WATER LEVEL LEGEND | OTHER LEVEL LEGEND |
|------------------------------|--------------------------------|
| [D] 12'-0" Dry at completion | [C] 12'-0" Caved at completion |

| DRILL METHOD | TOOL SIZE | CASING SIZE | DRILL FLUID | DEPTH FROM | DEPTH TO | HOLE DIA |
|---|-----------|-------------|-------------|------------|----------|----------|
| HSA | 2 1/4" | — | None | 0'-0" | 15'-0" | 5.6" |
| SAMPLING METHOD(S): AASHTO T 206 | | | | | | |
| SURFACE PATCH: Cold Mix Asphalt Patching Compound | | | | | | |
| BACKFILL: Auger Cuttings, Bentonite Chips, Caved Soil | | | | | | |

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

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 1102 STEWART STREET • MADISON, WISCONSIN 53713
 Phone: 608-274-7600 • 888-866-SOIL (7645)
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SOIL BORING RECORD
 Groveland Terrace
 Tompkins Drive to Pflaum Road
 City of Madison, Dane County, Wisconsin

13300.05

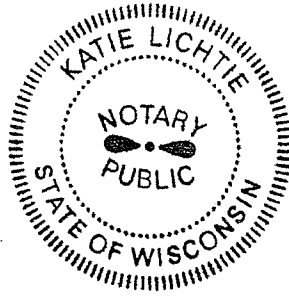
SECTION E: BIDDERS ACKNOWLEDGEMENT

GROVELAND TERRACE ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8298

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 - 2019 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 0 through 0 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 (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI; 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]
 SIGNATURE
Vice President
 TITLE, IF ANY



Sworn and subscribed to before me this 07 day of March, 2019.

[Signature]
 (Notary Public or other officer authorized to administer oaths)

My Commission Expires 01-06-23
 Bidders shall not add any conditions or qualifying statements to this Proposal.

Contract 8298 – 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

GROVELAND TERRACE ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8298

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
Address: 8500 Greenway Blvd Suite 202
Telephone Number: 1008-836-1021 Fax Number: _____
Contact Person/Title: Kate Lichte

Prime Bidder Certification

I, John Czerepinski, VP of _____
Name Title
Speedway Sand & Gravel certify that the information
Company

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

[Signature]
Witness' Signature

3/7/19
Date

[Signature]
Bidder's Signature

**GROVELAND TERRACE ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8298**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

6%

| Name(s) of SBEs Utilized | Type of Work | % of Total Bid Amount |
|--|--------------|-----------------------|
| Neil Schlaugh | Trucking | 2.55 % |
| Living Landscapes | landscaping | 3.61 % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| | | % |
| Subtotal SBE who are NOT suppliers: | _____ | % |

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: | 6.16 | %. |

GROVELAND TERRACE ASSESMENT DISTRICT - 2019
 CONTRACT NO. 8298
 DATE: 3/7/19

Speedway Sand & Gravel,
 Inc.

| Item | Quantity | Price | Extension |
|---|----------|-------------|-------------|
| Section B: Proposal Page | | | |
| 10701 - TRAFFIC CONTROL - LUMP SUM | 1.00 | \$3,700.00 | \$3,700.00 |
| 10801 - ROOT CUTTING - CURB AND GUTTER (UNDISTRIBUTED) - L.F. | 100.00 | \$5.00 | \$500.00 |
| 10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F. | 140.00 | \$5.00 | \$700.00 |
| 10911 - MOBILIZATION - LUMP SUM | 1.00 | \$25,680.00 | \$25,680.00 |
| 20101 - EXCAVATION CUT - C.Y. | 2880.00 | \$26.00 | \$74,880.00 |
| 20219 - BREAKER RUN - TON | 480.00 | \$12.00 | \$5,760.00 |
| 20221 - TOPSOIL - S.Y. | 3100.00 | \$4.50 | \$13,950.00 |
| 20303 - SAWCUT BITUMINOUS PAVEMENT - L.F. | 260.00 | \$2.00 | \$520.00 |
| 20322 - REMOVE CONCRETE CURB & GUTTER - L.F. | 120.00 | \$4.00 | \$480.00 |
| 20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F. | 2100.00 | \$2.25 | \$4,725.00 |
| 20401 - CLEARING - I.D. | 284.00 | \$31.25 | \$8,875.00 |
| 20403 - GRUBBING - I.D. | 430.00 | \$7.00 | \$3,010.00 |
| 20701 - TERRACE SEEDING - S.Y. | 3100.00 | \$1.80 | \$5,580.00 |
| 21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y. | 3100.00 | \$2.50 | \$7,750.00 |
| 30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F. | 2360.00 | \$16.00 | \$37,760.00 |
| 30208 - HAND FORMED CURB AND GUTTER - L.F. | 80.00 | \$30.00 | \$2,400.00 |
| 30301 - 5 INCH CONCRETE SIDEWALK - S.F. | 11770.00 | \$5.20 | \$61,204.00 |
| 30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F. | 4330.00 | \$5.75 | \$24,897.50 |
| 30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F. | 144.00 | \$35.00 | \$5,040.00 |
| 40101 - CRUSHED AGGREGATE BASE COURSE, GRADATION 1 - TON | 1745.00 | \$12.00 | \$20,940.00 |
| 40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 - TON | 1745.00 | \$18.00 | \$31,410.00 |
| 40202 - HMA PAVEMENT 4 LT 58-28S - TON | 900.00 | \$69.80 | \$62,820.00 |
| 40218 - TACK COAT - GAL | 425.00 | \$2.10 | \$892.50 |
| 90001 - 5 INCH CONCRETE SIDEWALK WITH POETRY - S.F. | 150.00 | \$12.00 | \$1,800.00 |
| 20217 - CLEAR STONE - TON | 350.00 | \$6.00 | \$2,100.00 |
| 21001 - EROSION CONTROL PLAN & IMPLEMENTATION - LUMP SUM | 1.00 | \$600.00 | \$600.00 |
| 21002 - EROSION CONTROL INSPECTION - EACH | 3.00 | \$500.00 | \$1,500.00 |
| 21011 - CONSTRUCTION ENTRANCE - EACH | 2.00 | \$200.00 | \$400.00 |
| 21012 - STREET CONSTRUCTION ENTRANCE BERM - EACH | 4.00 | \$200.00 | \$800.00 |
| 21013 - STREET SWEEPING - LUMP SUM | 1.00 | \$3,000.00 | \$3,000.00 |
| 21041 - INLET PROTECTION TYPE D - COMPLETE - EACH | 18.00 | \$240.00 | \$4,320.00 |
| 50401 - 12 INCH RCP STORM SEWER PIPE - L.F. | 125.00 | \$80.00 | \$10,000.00 |
| 50741 - TYPE H INLET - EACH | 9.00 | \$3,158.00 | \$28,422.00 |
| 20336 - PIPE PLUG - EACH | 2.00 | \$415.00 | \$830.00 |
| 21110 - TERRACE RAIN GARDEN - S.F. | 300.00 | \$10.00 | \$3,000.00 |
| 50211 - SELECT BACKFILL FOR STORM SEWER - T.F. | 344.00 | \$0.10 | \$34.40 |
| 50402 - 15 INCH RCP STORM SEWER PIPE - L.F. | 167.00 | \$83.40 | \$13,927.80 |
| 50403 - 18 INCH RCP STORM SEWER PIPE - L.F. | 52.00 | \$86.33 | \$4,489.16 |
| 50721 - 3' X 3' STORM SAS - EACH | 2.00 | \$3,260.00 | \$6,520.00 |
| 50792 - STORM SEWER TAP - EACH | 3.00 | \$1,200.00 | \$3,600.00 |
| 50801 - UTILITY LINE OPENING - UNDISTRIBUTED - EACH | 4.00 | \$700.00 | \$2,800.00 |
| 20311 - REMOVE SEWER ACCESS STRUCTURE - EACH | 5.00 | \$800.00 | \$4,000.00 |
| 50212 - SELECT BACKFILL SANITARY SEWER - T.F. | 2151.00 | \$0.10 | \$215.10 |

GROVELAND TERRACE ASSESMENT DISTRICT - 2019
 CONTRACT NO. 8298
 DATE: 3/7/19

Speedway Sand & Gravel,
 Inc.

| Item | Quantity | Price | Extension |
|--|----------|------------|--------------|
| 50301 - 8" PVC SEWER PIPE (SDR 35) - L.F. | 730.00 | \$99.57 | \$72,686.10 |
| 50302 - 10" PVC SEWER PIPE (SDR 35) - L.F. | 520.00 | \$103.79 | \$53,970.80 |
| 50353 - SANITARY SEWER LATERAL - L.F. | 901.00 | \$61.85 | \$55,726.85 |
| 50356 - RECONNECT - EACH | 29.00 | \$2,512.00 | \$72,848.00 |
| 50359 - COMPRESSION COUPLING - EACH | 1.00 | \$518.00 | \$518.00 |
| 50361 - WASTEWATER CONTROL - LUMP SUM | 1.00 | \$2,000.00 | \$2,000.00 |
| 50390 - SEWER ELECTRONIC MARKERS - EACH | 58.00 | \$45.00 | \$2,610.00 |
| 50701 - 4' DIA SAS - EACH | 6.00 | \$3,623.00 | \$21,738.00 |
| 50771 - INTERNAL CHIMNEY SEAL - EACH | 1.00 | \$425.00 | \$425.00 |
| 50791 - SANITARY SEWER TAP - EACH | 3.00 | \$1,800.00 | \$5,400.00 |
| 53 Items | Totals | | \$783,755.21 |



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

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

Assistant City Engineer
Michael R. Dalley, 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. Fahmey, 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

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 Maryland

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, 2018 through January 31, 2020.

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

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

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

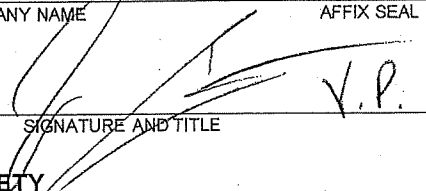
This bond may be terminated by the Surety upon giving thirty (30) days written notice to the City of its intent to terminate this bond and to be released and discharged therefrom, but such termination shall not operate to relieve or discharge the Surety from any liability already accrued or which shall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

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

PRINCIPAL

Speedway Sand & Gravel, Inc.
COMPANY NAME AFFIX SEAL

11-16-2017
DATE

By: 
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL


11-16-2017
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 National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

Madison, WI 53725-9408
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 **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.

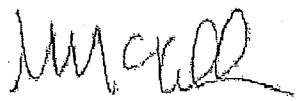
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

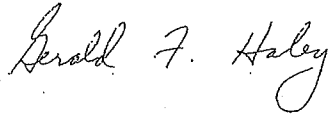
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2017.

ATTEST:

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



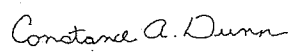
By: 
Secretary
Michael McKibben


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 11th day of April, A.D. 2017, 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.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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, 2017.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

SECTION H: AGREEMENT

THIS AGREEMENT made this 22 day of April in the year Two Thousand and Nineteen 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 APRIL 16, 2019, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

GROVELAND TERRACE ASSESSMENT DISTRICT - 2019 CONTRACT NO. 8298

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 SEVEN HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 21/100 (\$783,755.21) Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:


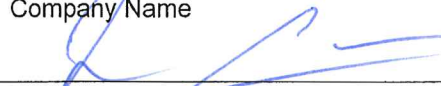

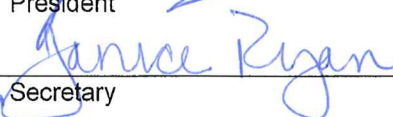
1. Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
2. Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise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

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

**GROVELAND TERRACE ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8298**

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



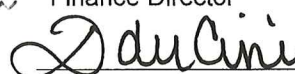
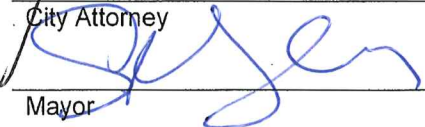
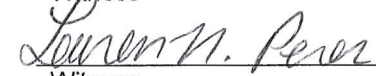
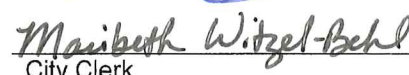
Countersigned:

| | | | |
|---|---------|--|---------|
| | | <u>SPEEDWAY SAND & GRAVEL, INC.</u> | |
| | | Company Name | |
|  | 4/17/19 |  | 4/17/19 |
| Witness | Date | President | Date |
|  | 4/17/19 |  | 4/17/19 |
| Witness | Date | Secretary | Date |

CITY OF MADISON, WISCONSIN

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

Approved as to form:

| | | | |
|---|-------------|--|-----------|
|  | 5-10-19 |  | |
| Finance Director | Date | City Attorney | Date |
|  | 10 May 2019 |  | 5/10/2019 |
| Witness | Date | Mayor | Date |
|  | 4/29/19 |  | 4-29-2019 |
| Witness | Date | 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 Schaumburg, Illinois as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **SEVEN HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 21/100 (\$783,755.21)** 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:

**GROVELAND TERRACE ASSESSMENT DISTRICT - 2019
CONTRACT NO. 8298**

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 22nd day of April, 2019

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.
Company Name (Principal)

[Signature]
Witness

[Signature] V. President Seal NA

[Signature]
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland
Surety Seal

[Signature]
City Attorney

Salary Employee Commission
By [Signature]
Attorney-in-Fact, Ross S Squires

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 8729812 for the year 2019, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

April 22, 2019
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 **Michael P. Bond, 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 **Betsy WRIGHT, Tina DOMASK, Allison M. Hill, Richard O. GIBBS and Ross S. SQUIRES, all of Middleton, 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 1st day of March, A.D. 2018.

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



Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of March, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, 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.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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 17th day of April, 2019.



Michael C. Fay

Michael C. Fay
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Email: reportsfclaims@zurichna.com
1-800-626-4577