

Contract Routing Form

ROUTING: Urgent Rush

printed on: 05/15/2020

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

Project: Sidewalk, Curb & Gutter and Concrete Pavement Patches, Citywide Installation and Repair - 2020

Contract No.: 8497
Enactment No.: RES-20-00354
Dollar Amount: 356,923.00

File No.: 12692
Enactment Date: 05/12/2020

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5.18.20	5.18.20
Director of Civil Rights	5/19/2020	5/19/2020 MG
Risk Manager	5/19/2020	5/19/2020 RER
Finance Director	5/19/2020	5/21/2020
City Attorney	5/21/2020	5/22/2020 PAL
Mayor	5/26/2020	5/26/2020

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

Original + 2 Copies

05/15/2020 14:56:58 enjls - Bill McGlynn 266-4537

Dis Rights: OK / NA / Problem - Hold
 Prev Wage: AA / Agency / No
 Contract Value: See above
 AA Plan: Approved
 Amendment / Addendum # NO
 Type: POS / SWP / Sbdv / Gov't /
 Grant / PW / Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 60217 **Version:** 1 **Name:** Awarding Public Works Contract No. 8497, Sidewalk, Curb & Gutter, And Concrete Pavement Patches, Citywide Installation And Repair - 2020.

Type: Resolution **Status:** Passed

File created: 4/13/2020 **In control:** Engineering Division

On agenda: 5/5/2020 **Final action:** 5/5/2020

Enactment date: 5/12/2020 **Enactment #:** RES-20-00354

Title: Awarding Public Works Contract No. 8497, Sidewalk, Curb & Gutter, And Concrete Pavement Patches, Citywide Installation And Repair - 2020. (Citywide)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. 8497.pdf, 2. Contract 8497.pdf

Date	Ver.	Action By	Action	Result
5/5/2020	1	COMMON COUNCIL	Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25	Pass
4/22/2020	1	BOARD OF PUBLIC WORKS		
4/14/2020	1	Engineering Division	Refer	

The proposed resolution awards the contract for Sidewalk, Curb & Gutter, and Concrete Pavement Patches, Citywide Installation and Repair - 2020 to Speedway Sand & Gravel, Inc. at a total cost of \$385,480, including contingency. Funding is available in the 2020 Adopted Capital Budget for the Engineering Sidewalk and Pavement Management Major Programs.

- 12692-403-200: \$227,890
- 12692-403-174: \$5,940
- 12691-402-200: \$137,390
- 12915-403-200: \$14,260

Awarding Public Works Contract No. 8497, Sidewalk, Curb & Gutter, And Concrete Pavement Patches, Citywide Installation And Repair - 2020. (Citywide)

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

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

See attached document (Contract No. 8497) for itemization of bids.

Digitally signed by enssd
DN: cn=enssd,
email=sdannerrivers@cityofmadison.com
Date: 2020.05.15 11:52:14
-05'00'

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8497
SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION
AND REPAIR – 2020

SPEEDWAY SAND & GRAVEL, INC.

\$356,923.00

Acct. No. 12692-403-200: 54425 (91382)	\$211,008.00
Contingency 8%±	<u>16,882.00</u>
Sub-Total	\$227,890.00
Acct. No. 12692-403-174: 54445 (91345)	\$5,500.00
Contingency 8%±	<u>440.00</u>
Sub-Total	\$5,940.00
Acct. No. 12691-402-200: 54410 (91396)	\$127,215.00
Contingency 8%±	<u>10,175.00</u>
Sub-Total	\$137,390.00
Acct. No. 12915-403-200: 54425 (91382)	\$13,200.00
Contingency 8%±	<u>1,060.00</u>
Sub-Total	\$14,260.00
 GRAND TOTAL	 <u>\$385,480.00</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	Mailing Address	Statutory Home Office Address	Main Administrative Office Address
1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	1299 ZURICH WAY Schaumburg, IL 60196-1056 United States	1299 ZURICH WAY Schaumburg, IL 60196-1056 United States

Phone, Email, Website

Phone	Email	Website								
<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <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> </tbody> </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	Expiration Date:
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 entries Showing 1 to 2 of 1418 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	01/08/2020	03/15/2021
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Casualty	04/22/2019	01/08/2020	03/15/2021

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

No results found.

Name Change History

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

\$356,923.00
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2020

CONTRACT NO. 8497

MUNIS NO. 12692

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 5, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2020
CONTRACT NO. 8497**

INDEX

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

This Proposal, and Agreement have
been prepared by:

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



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

RFP: wjm

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:	SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2020
CONTRACT NO.:	8497
SBE GOAL	10%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	04/02/2020
BID SUBMISSION (2:00 P.M.)	04/09/2020
BID OPEN (2:30 P.M.)	04/09/2020
PUBLISHED IN WSJ	03/26/2020 & 04/02/2020

SBE PRE BID MEETING: Small Business Enterprise Pre-Bid Meetings are not being held in person at this time. Contractors can schedule one-on-one phone calls with Juan Pablo Torres Meza in Affirmative Action to count towards good faith efforts. Juan Pablo can be reached at 608-261-9162 or by email, itorresmeza@cityofmdison.com

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: Bids may be submitted on line at www.bidexpress.com, or by hand at 1600 Emil St. Please note that in support of social distancing during COVID-19, the doors at 1600 Emil St. are locked, but there is a sign with phone numbers on the door. Please call one of the numbers on the door and staff will come to the door to receive your bid. Until further notice, the bid openings will be closed to the public to support the guidance of social distancing, as the City responds responsibly to COVID-19 impacts to services. The bids will be posted on line after the bid opening. If you have any questions, please call Alane Boutelle at (608) 267-1197, or John Fahrney, (608) 266-9091.

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2020 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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise.

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/civil-rights/contract-compliance/targeted-business-enterprise-programs/targeted-business-enterprise. 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

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2020 CONTRACT NO. 8497

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 \$63,500 for a single trade contract; or equal to or greater than \$311,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 104 **SCOPE OF WORK**

The Contractor shall perform work at various locations throughout the City, as ordered by the Common Council, or as directed by the Engineer. This work includes various locations of replacing defective sidewalk and curb and gutter, concrete pavement repairs, storm sewer, sidewalk ramps including detectable warning fields (supplied by the City of Madison) and associated work. There are also locations where new sidewalk and associated work shall be installed. A list of approved locations and detail drawings are included with these Special Provisions. The list, however, is not a final list. Additional locations may be added.

An interim completion date of August 14, 2020 is required for all work included with these Special Provisions. Any work added to the contract by September 11, 2020 shall be completed by November 13, 2020. Work added after September 11, 2020 shall be completed in a timeframe mutually agreed upon by the Contractor and City. Liquidated damages in accordance with Section 109.9 of the Standard Specifications shall apply to all completion dates noted above.

No work shall take place on the UW Campus on August 13 and 14, 2020.

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

SECTION 104.3 **CHANGES IN THE WORK**

The quantities of the items listed in this Contract are estimates only, based upon past year's request work and known request work on file at the time this Contract was bid. The quantities of the items are subject to change.

The City reserves the right to decrease or increase any of the quantities of the items bid upon without any change in the unit price bid.

If the quantity of any item is reduced, such decrease **SHALL NOT** constitute a claim for damages by the Contractor for loss of anticipated profits, **NOR** shall the Contractor be compensated for any overhead, equipment, material, and labor charges, or any other costs incurred in the expectation of any quantity of work originally estimated in the Contract.

SECTION 104.10 CLEANING UP

Remaining concrete dust shall be cleaned and removed from sidewalk surface as well as surrounding railings, sidewalk, pavement, driveways, landscaping, or other objects in the vicinity of work upon completion of concrete sawcutting.

Excess concrete from finishing operations and from spillage on adjacent sidewalk and/or street shall be removed immediately.

This work shall be incidental to operations connected with this contract.

SECTION 105.12 COOPERATION BY CONTRACTOR

The Contractor shall coordinate the work under this contract with various City of Madison Public Works construction projects.

SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall strictly adhere to Section 182.0175, Wisconsin Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice. The Contractor shall notify the Diggers Hotline at 1-800-242-8511 before moving onto and starting work on each of the various streets.

The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.

The contractor shall not work on sidewalks on streets within two blocks of schools while in session.

If sidewalk exists on both sides of any given block, the Contractor shall complete all repairs and reopen the sidewalk on one side of the block before beginning repairs on the opposite side of the block.

The contractor shall coordinate work with other construction projects so that sidewalk is open on one side of the street at all times.

The Contractor shall properly barricade and light all work areas in accordance with the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

Access to all residential driveways within the project limits shall be maintained whenever possible. During times when work will impede or prevent vehicular access to driveways, the Contractor shall notify all residents a minimum of 48 hours in advance, if vehicular access cannot be provided to their property. All driveway access shall be restored within ten (10) days of removal, including concrete cure time and asphalt paving.

Access to commercial driveways and multi-family units shall be maintained at all times unless arrangements are made with the property owner and approved by the Engineer. No additional compensation shall be given for maintaining access.

At locations with sidewalk repairs through driveways, if curing concrete is not in place prior to the weekend, ¾" crushed stone or crushed concrete shall be furnished and installed by the Contractor to allow for weekend access unless otherwise directed by the Engineer. All cost for the furnishing and installation and removal of ¾" crushed stone or crushed concrete shall be incidental to the various items of construction.

SECTION 107.2 PROTECTION AND RESTORATION OF PROPERTY AND PROPERTY MONUMENTS

Care shall be taken not to disturb property irons, sodded areas, and retaining walls on private property. 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.

Sidewalk forms, form pins and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.

SECTION 107.6 DUSTPROOFING

Whenever sawcutting of concrete is required, the sawcutting shall be done by a means that will eliminate any dust.

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 dustproof the construction area by using power sweepers and water. Dustproofing shall be incidental with the operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Work requiring lane closures on collector or arterial streets shall require a Traffic Control Plan approved by Tom Mohr, City Traffic Engineering, tmohr@cityofmadison.com, 267-8725. The Contractor shall not start work within the arterial street lane closure area until the Traffic Engineering Department has approved the 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. Peak hour traffic restrictions may apply as directed by the Traffic Engineer.

On-street parking may be removed by the Contractor to facilitate sidewalk construction and maintain traffic flow. The Contractor shall notify the Traffic Engineering Department forty-eight (48) hours in advance of proposed parking removal. The Contractor shall obtain from the City and place "No Parking" portables, "No Parking" cardboard signs or meter bags whichever is applicable for the particular street. "No Parking" must be posted in advance of construction.

On streets without time restricted parking, the Contractor shall post said streets at least forty eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On streets with time restricted parking, the Contractor shall post said street at least twelve hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

On all streets where residential permit parking is allowed, the Contractor shall post said street at least forty-eight (48) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Residential permit parking zones are indicated with a zone number on a lower corner of the permanent time restriction sign. The Contractor shall notify the Police Department Traffic Bureau at 266-4622 during regular hours or the Police Dispatcher after regular hours stating the

construction company name, the contract number, the street or streets posted, the time and date posted, and shall request the police department personnel check the posting.

"No Parking" signs shall be posted a minimum of three (3) feet above curb elevations. If no work is begun on the posted street within two (2) days of the posted start date, the Contractor shall remove the "No Parking" signs and repost the street when ready to begin work on that street.

The Contractor shall maintain two-way traffic during the performance of all work covered by the contract.

Traffic control shall consist of furnishing and maintaining all provisions for traffic control in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices"(MUTCD), the City of Madison Standards for Sidewalk and Bike Closures and the State of Wisconsin Standard Detail Drawing S.D.D. 15D 30-1.

No construction equipment or materials shall be stored in the peak hour restriction roadway or street right-of-way that is open to traffic during non-working hours.

Work shall be arranged so that there is a minimum of interference with ingress and egress to private property. The Contractor shall furnish and install 3/4" crushed stone or crushed concrete on walkways and driveways as directed by the Engineer. All costs for this work shall be incidental to the various items of construction.

This contract does not include a separate contract item for Traffic Control. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

No work shall occur during peak hour traffic times on collector and arterial streets and as directed by the Engineer. Peak hour traffic times are 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal and replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of one (1) working day 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, to signing equipment.

SECTION 107.9 BARRICADES, WARNING SIGNS AND FLAGMEN

Should the Contractor require occupying a lane of traffic on an arterial street during non-peak hours, an electric arrow board and appropriate signing will be required. The cost of the arrow board and signing shall be at the Contractor's expense.

The Contractor shall barricade and light all work areas in accordance with the Federal Highway Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

Electric lighting (flashers) shall be used for lighting of work areas. Type II barricades shall be used for all work in the sidewalk, drive apron, and curb and gutter area. All costs pertaining to the above work shall be at the Contractors expense.

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work for this project on or before **June 1, 2020**. Work shall begin only after the start work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the City Engineer.

All work shall be completed on or before **December 4, 2020**.

The Contractor shall work such overtime as required by the Engineer to meet the requirements of this project at no additional cost to the City.

The Contractor is made aware that the start work date listed above may be delayed, due to concerns and problems addressing the effects of COVID-19. This change is at the discretion of the Engineer.

The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the latest start date shown above or the actual date work begins whichever is sooner.

- A. This contract shall be in force from the date of award to completion within the current calendar year. In the event that the Contractor fails to show an acceptable rate of progress, the Contractor will be notified in writing of such and have seven (7) calendar days in which to resume work. Failure to respond to said notice, would subject the Contractor to paragraph C. of this section.
- B. The Contractor shall furnish a minimum of one (1) complete working crew in order to insure the completion of the work contemplated by this contract.

A complete working crew shall consist of at least the following personnel:

- 1. One Foreman
 - 2. One Cement Finisher
 - 3. Two Laborers for Concrete Work
 - 4. Grading force sufficient to prepare sufficient grade ahead of form setting and concrete work in order that concrete work shall not be delayed.
 - 5. Backfilling and cleanup force sufficient to restore disturbed areas within one (1) work day after the concrete is cured.
- C. There shall be deducted from any monies due or that may become due the Contractor, the sum of \$425.00 for each and every work day that the Contractor shall fail to provide the working forces as specified in paragraph B above. This sum shall be considered and treated not as a penalty but as fixed, agreed liquidated damages due the City of Madison from the Contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his/her failure to comply with the requirements of paragraph A above.
 - D. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of this contract, State Laws, or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the contract, and when deducted, shall be deemed and taken as payment in such amount.
 - E. A "Work Day" shall be any day that a Contractor can work on a project and it would or does necessitate an Engineer or Inspector on the project for any part of the day. If inclement weather curtails construction, the Engineer shall decide what portion, if any part of a day, shall be called a "Work Day". Work days may be counted to the nearest one-half day. A record of work days shall be kept on the job by the Engineer or Inspector.

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed.

Sidewalk, driveways, and drive aprons adjoining multi-family units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed. This does not eliminate the requirement for maintaining driveway access to multi-family units and commercial properties at all times as described in Section 107.1 within these Special Provisions.

The Contractor shall properly barricade all work areas until all patching, topsoil, seed and matting work is completed.

SECTION 109.14 MOBILIZATION

This contract does not include a separate contract item for Mobilization. All the work herein before prescribed, required and performed will not be separately measured for payment, but will be considered incidental to other items in the contract.

SECTION 201 EXCAVATION CUT

The cost of excavating and preparation of subgrade including subbase, backfilling, and disposal of surplus materials shall be incidental to the new sidewalk Bid Items of 5-Inch Concrete Sidewalk and 7-Inch Concrete Sidewalk & Drive.

At locations where excavation is required at a depth greater than seven (7) inches for 5-Inch Concrete Sidewalk, the amount over seven inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

At locations where excavation is required at a depth greater than nine (9) inches for 7-Inch Concrete Sidewalk, the amount over nine inches shall be paid for at the unit price Excavation Cut and the difference to be backfilled shall be paid for at the unit price as Crushed Stone.

SECTION 210 EROSION CONTROL

Material stored at the project site, for use as backfill materials shall be stored in such a manner that will not result in runoff of stockpiled material into streets or drainage facilities in the event of rain. Excavated materials and imported backfill materials stored on street and sidewalks pavements shall be removed from the street and sidewalk pavements by hand shoveling and brooming at the end of each work day.

BID ITEM 21041 – INLET PROTECTION, TYPE D – COMPLETE (UNDISTRIBUTED)

BID ITEM 21061 – EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED)

DESCRIPTION

Inlet Protection Type D Complete and Erosion Matting, Class I, Urban Type A and any other erosion control measures shall be installed as directed by the Engineer.

SECTION 301.8 PROTECTION OF THE CONCRETE

The Contractor shall protect all concrete work subjected to cold weather. Protection of same shall be done in accordance with Madison Standard Specifications. The Contractor shall protect all concrete work against damage or defacement of any kind until it has been accepted by the City. Concrete not acceptable to the Engineer, shall be removed and replaced, or repaired to the satisfaction of the Engineer. All costs pertaining to the above work shall be at the Contractor's expense.

BID ITEM 30340 – CURB RAMP DETECTABLE WARNING FIELDS

MATERIALS

This section shall be revised to include The City of Madison shall furnish the Detectable Warning Fields. The Contractor shall contact City of Madison Engineering Services, 1600 Emil Street, 608-266-4430, during regular business hours, a minimum of one working day in advance to schedule pick-up of the cast iron plates. The Contractor shall pick up the cast iron plates between the hours of 7:30 a.m. and 8:00 a.m.

SECTION 305.2 REMOVE & REPLACE 5 INCH CONCRETE SIDEWALK-SIDEWALK REPLACEMENT PROGRAM; REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK & DRIVE-SIDEWALK REPLACEMENT PROGRAM

DESCRIPTION

All sidewalk removed at crosswalks shall be replaced with 7 inches of concrete.

Concrete walk and drive apron shall consist of removing and replacing existing concrete walk and drive apron where designated by the Engineer in accordance with section 303.3 of The City of Madison Standard Specifications except as modified herein.

Removal and replacement of sidewalk and drive aprons shall include all costs for excavating, replacement of disturbed sub-base material with four (4") of 3/4" crushed stone or crushed concrete, grade preparation, tree root removal, expansion joints and disposal. Tree root removal shall be completed in accordance with section 107.13 Tree Protection Specification.

Removal of sidewalks and drive aprons shall include excavation of existing material including asphalt material, up to one (1) foot on each side of the sidewalk or drive aprons, as the case may be, except all work done in the vicinity of any tree located in the terrace shall be completed in accordance with section 107.13 Tree Protection Specification. All material shall be hauled from the site. At no time shall any material be deposited on private property or terrace areas.

Existing concrete, asphalt mixes or other types of material used to shim raised sidewalks shall be removed from adjacent sidewalk stones prior to placing new sidewalk.

After the new sidewalks have been constructed and the forms removed, the excavated areas adjacent to the sidewalk shall be back filled immediately with the appropriate material; topsoil, crushed stone, concrete or asphalt mix.

The cost of placing and compacting select backfill shall be incidental to this item.

Transverse full depth sawcuts shall be incidental to the removal item.

All debris shall be removed from the excavated areas prior to placement of the topsoil.

The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property.

The Contractor shall remove tree roots from existing live trees in accordance with section 107.13 Tree Protection Specification.

Sidewalk and driveway aprons in residential areas shall be replaced within three (3) work days after it has been made impassable or removed. Sidewalk, driveways, and drive aprons adjoining multifamily units and business properties shall be replaced within twenty-four (24) hours after being made impassable or removed.

METHOD OF MEASUREMENT

Concrete sidewalk shall be measured by area in square feet.

BASIS OF PAYMENT

The contract unit price shall be paid as per Section 303.3(b) of The City of Madison Standard Specifications except that the unit price shall include: removal of sidewalk or drive apron; asphalt sawcut; fill; topsoil; seed and matting.

SECTION 305.5 REMOVE & REPLACE CONCRETE CURB & GUTTER-SIDEWALK REPLACEMENT PROGRAM

DESCRIPTION

The Contractor shall be responsible for maintenance of pavement adjacent to curb until resurfacing operations take place. This work shall be incidental to the operations connected with this bid item.

Curb & gutter shall be replaced within three (3) work days after it has been made impassable or removed.

SECTION 402 ASPHALT CONSTRUCTION

Asphalt surface course, installed with this contract, shall conform to all the pertinent requirements of Section 402 of the Standard Specifications except as modified herein.

For temporary sidewalks, the mixture shall be installed to be one (1) inch in compacted thickness and to the width designated in the field by the Engineer. The existing base or foundation shall be leveled and mechanically compacted.

Patching along curb and gutter, driveways, sidewalks, and other areas shall be done at the locations and to dimensions and depths as laid out in the field by the Engineer. Tack coat shall be applied to all adjacent existing concrete and asphalt surfaces.

The unit price bid for HMA pavement shall include the cost of tack coat materials.

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

METHOD OF MEASUREMENT

HMA Pavement 4 LT 28-28 S shall be measured by the area in square yard.

BID ITEM 40371 – REBUILD ACCESS STRUCTURE TOP – RESURFACING

DESCRIPTION

Rebuilding access structure tops shall consist of sawcutting, removing existing deteriorated access structure, catchbasin or inlet tops and replacing them with precast or cast-in-place top sections. The casting shall be installed to final grade and no payment will be made for casting adjustments.

No disturbed or excavated material shall be used as backfill. The Contractor shall furnish any precast sections used to rebuild access structure or catchbasin tops. New castings, if needed, will be furnished by the City the same as above.

METHOD OF MEASUREMENT

Rebuild sewer access structure top shall be measured as units of each.

BASIS OF PAYMENT

Rebuild sewer access structure top, measured as provided above shall be paid for at the contract price per each, which price shall be full compensation for sawcutting, removing the existing top, including casting; for installing new pre-cast or poured in place top; for adjusting existing or city furnished casting; for backfilling; for disposal of material; for furnishing all material; for placing, finishing and protecting; and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 40410 – CONCRETE SPEED HUMP

DESCRIPTION

Work under this item shall consist of repairing a portion of an existing concrete speed hump at 3818 Country Grove Dr. Additional locations may be added as needed. All dowel bars shall be epoxy coated and in accordance with Standard Details 3.10 and 3.11 of the Standard Specifications. Any concrete curb and gutter repair adjacent to the speed hump shall be paid for separately under that associated bid item. Dowelling of repair area to adjoining curb and gutter and existing speed hump sections shall be considered incidental to Concrete Speed Hump.

The concrete speed humps shall comply with all applicable sections "Section 415 Concrete Pavement" of the Wisconsin Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition, pertaining to Non-Reinforced Concrete Pavement, Doweled. Concrete Speed humps shall be doweled with epoxy coated dowels as shown in Standard Detail Drawings 4.10 and 4.11 of the Standard Specifications. It is anticipated that the speed humps will be hand formed and no additional compensation shall be given for any labor required to form the speed humps to the dimensions shown on the details.

METHOD OF MEASUREMENT

Work under this item shall be measured by the square yard in place.

BASIS OF PAYMENT

This item, measured as described above, will be paid for at the contract price per square yard of speed hump repaired or replaced, and for furnishing all labor, tools, materials, reinforcing, equipment, and incidentals necessary to complete the work.

BID ITEM 90001 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7-INCH CONCRETE SIDEWALK AND DRIVEWAY – SIDEWALK REPLACEMENT PROGRAM

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on driveways and sidewalks in areas designated by the Engineer.

BID ITEM 90002 – HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER – SIDEWALK REPLACEMENT PROGRAM

Work under this item shall be in accordance with Article 305 of the Standard Specifications, and as hereinafter provided.

The Contractor shall use high early strength concrete on curb and gutter in areas designated by the Engineer.

BID ITEM 90003 – BUS PAD

DESCRIPTION

Work under this item shall consist of construction of new 5 inch concrete bus pads at locations specified in these Special Provisions. Additional locations may be added. Madison Metro staff will mark specific bus pad locations on the curb.

METHOD OF PAYMENT

Bus Pad shall be measured by the area in square feet.

In cases where sidewalk is required to connect the bus pad to the mainline walk, it shall be paid in square feet under this item.

BASIS OF PAYMENT

The contact price for Bus Pad, measured as provided above, shall be payment in full for the work as outlined above, including: excavation, disposal of removed material; preparation of subgrade including subbase; for furnishing and placing 5 inch concrete sidewalk, finishing and protecting; fill, topsoil, seed and matting, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEMS 90004 THRU 90006–SCULPTURE FOUNDATION

DESCRIPTION

Work under this item shall consist of construction of sculpture foundations as indicated on the detailed plan provided. Locations will be marked in the field by City Engineering staff.

METHOD OF PAYMENT

Sculpture Foundation shall be measured by the unit each.

BASIS OF PAYMENT

The contact price for Sculpture Foundation as provided above, shall be payment in full for the work as outlined above, and for all labor, tools, equipment and incidentals necessary to complete the work.

BID ITEM 90007-CRUSHED STONE PAD FOR ART INSTALLATION

DESCRIPTION

Work under this item shall consist of removing soil to a depth of 24 inches and placing 24 inches of crushed stone, gradation 2. Locations will be marked in the field by City Engineering staff. See attached installation locations. Each location is 30 square feet or less.

METHOD OF PAYMENT

Crushed Stone Pad for Art Installation shall be measured by the unit each.

BASIS OF PAYMENT

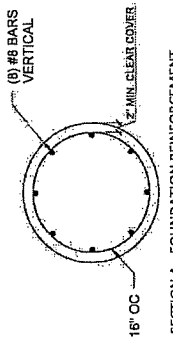
The contact price for Crushed Stone Pad for Art Installation as provided above, shall be payment in full for the work as outlined above, and for all labor, tools, equipment and incidentals necessary to complete the work.

DESIGN LOADINGS	
BUILDING CATEGORY	200 IIA
LIVE LOAD	200 psf
SNOW LOAD	SECT 601.2
WIND LOAD	100 mph
BASIC WIND SPEED	100 mph
WIND IMPORTANCE FACTOR, I_w	1.00
HORIZONTAL PRESSURE	22 psf

DESIGN STRESSES	
CAST-IN-PLACE CONCRETE	$f_c = 4000$ psi
STEEL	$f_y = 60$ ksi
REINFORCING	F1554, GRADE 55
BOLTS	q = 1000 psi
ANCHOR	
SOIL BEARING CAPACITY	
PRESUMED	

STEEL REINFORCING	
MIN CLEAR COVER, UNO	2"
FOUNDATION & FOOTINGS	
BOTTOM	
TOP & SIDES	

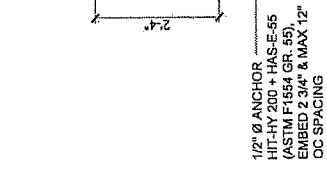
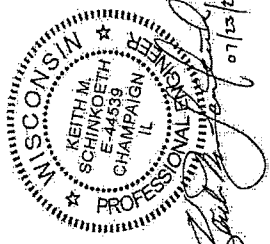
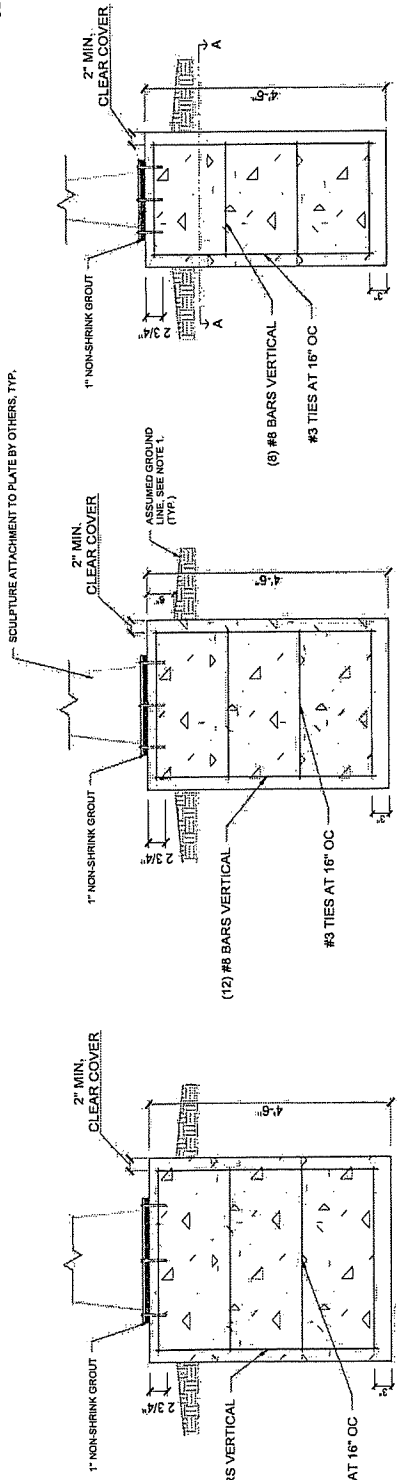
GENERAL NOTES:
 1. DEPTH OF CONCRETE FOUNDATION MUST BE BELOW FROST DEPTH, ASSUMED 4' AT PROJECT LOCATION.



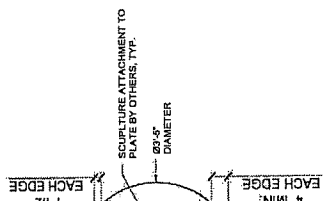
SECTION A - FOUNDATION REINFORCEMENT

NOTE:
 5' SCULPTURE FOUNDATION SHOWN.
 OTHER SCULPTURE FOUNDATIONS
 SIMILAR.

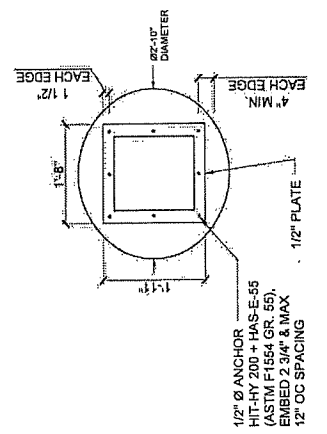
SCULPTURE ATTACHMENT TO PLATE BY OTHERS, TYP.



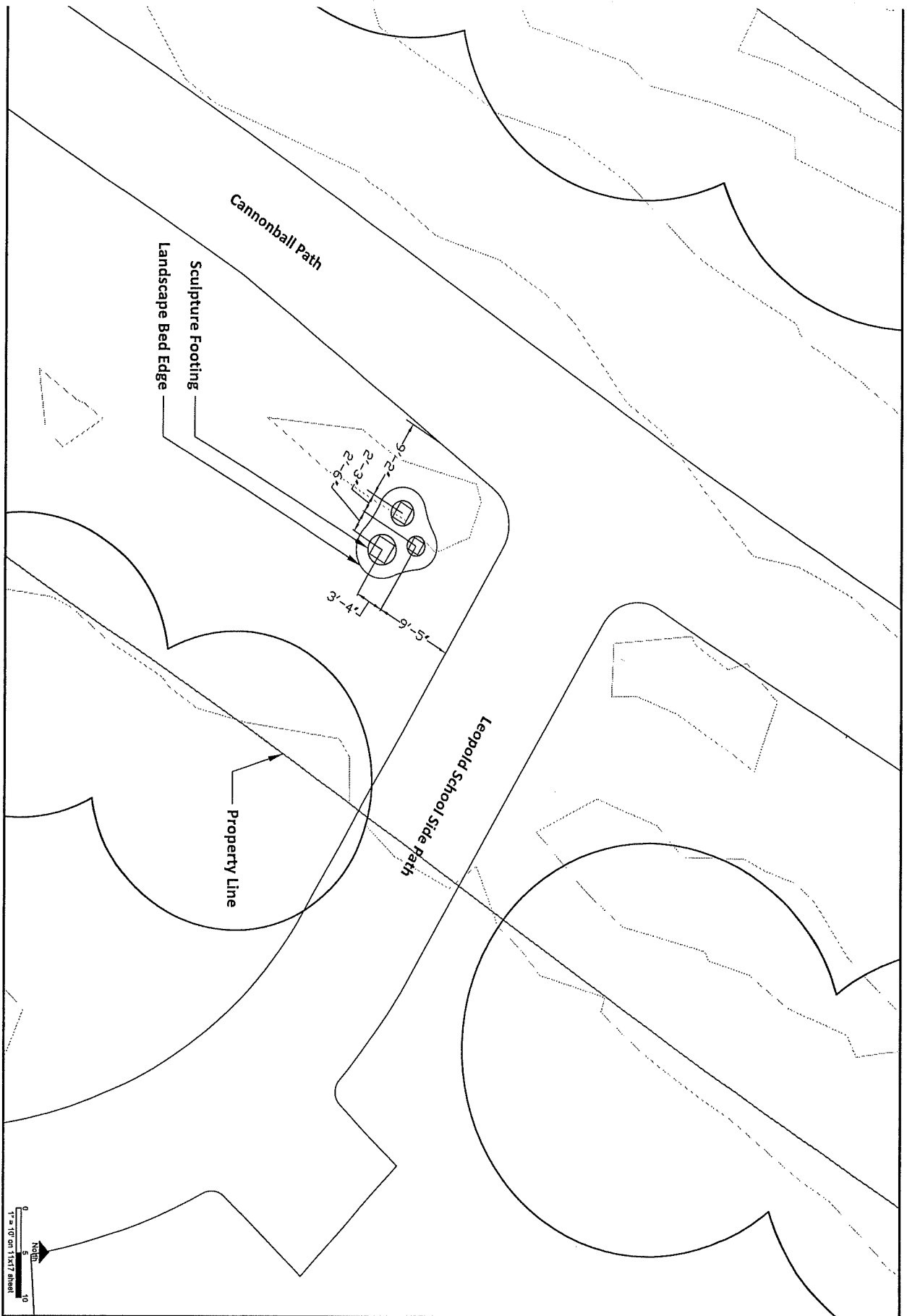
8' SCULPTURE DETAIL
 1/2" = 1'-0" (1:12x7)



7' SCULPTURE DETAIL
 1/2" = 1'-0" (1:12x7)



5' SCULPTURE DETAIL
 1/2" = 1'-0" (1:12x7)



Leopold School Fern Sculpture

Installation and Landscaping

Site Plan

SP 1



Time: 10/9/2019 2:45:21 PM

Session: C:\GTVviewer_Sessions\GTVviewer.gts

City of Madison, WI - GIS/Mapping data

Printed By: encmb

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages



Time: 10/9/2019 2:42:46 PM

Session: C:\GTVIEWER_Sessions\GTVIEWER.gts

City of Madison, WI - GIS/Mapping data

Printed By: encmb

Disclaimer: The City makes no representation about the accuracy of these records and shall not be liable for any damages

2020 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	DWF (SF)	Bus Pad (SF)	Conc. Pvmnt. Reconstruct (SY)	Speed Hump (SY)	R&R C&G (LF)	Comments
53593	9461 Briar Haven Dr	Briar Haven Dr	Ramp		18			8				30	
53593	702 Crimson Leaf Ln	Watts Rd	Curb										
53593	702 Crimson Leaf Ln	Watts Rd	Sidewalk	100									
53703	306 S Brearly St	S Brearly St	Sidewalk	53									ROW Permit ENGROW-2018-00873.
53703	410 S Brearly St	S Brearly St	Sidewalk	80									ROW Permit ENGROW-2018-00873.
53703	411 S Brearly St	S Brearly St	Apron	53	78								ROW Permit ENGROW-2018-00873. Replace half of driveway apron.
53703	412 S Brearly St	S Brearly St	Sidewalk	53									ROW Permit ENGROW-2018-00873.
53703	202 N Hamilton St	N Hamilton St	Sidewalk	149									Sidewalk stamped from 2016 with Dist 2 repairs; made NA.
53703	521 E Washington Ave	E Washington Ave	Sidewalk	53									ROW Permit ENGROW-2017-00467.
53703	521 E Washington Ave	E Washington Ave	Concrete Pavement							10			ROW Permit ENGROW-2017-00467. Concrete pavement on E Wash. Ave. side of property (approx. 11'x8'). Directly in front of Metro bus stop.
53703	524 E Washington Ave	N Blair St	Concrete Pavement							26			ROW Permit ENGROW-2017-00467. 3 concrete pavement panels on N Blair side of property extending across entire intersection (approx. 34'x7').
53703	1113 Williamson St	Williamson St	Sidewalk	80									ROW Permit ENGROW-2016-00296.
53703	944 Williamson St	S Brearly St	Sidewalk		32								ROW Permit ENGROW-2018-00873. One sidewalk section within driveway opening on Brearly St side of property.
53703	944 Williamson St	Williamson St	Ramp		48			8					ROW Permit ENGROW-2018-00873. Ramp at corner of Williamson St/Brearily St.
53703	944 Williamson St	Williamson St	Sidewalk	27									ROW Permit ENGROW-2018-00873. Sidewalk keystone at corner of Williamson St/Brearily St.
53703	953 Williamson St	Williamson St	Sidewalk	27									ROW Permit ENGROW-2018-00873.
53704	1302 Carpenter St	Carpenter St	Sidewalk		107								**PENDING BPW APPROVAL** HOLD. 4 sections of sidewalk through the driveway entrance, near unit 1328. Starkweather Creek Condos.
53704	242 Dunning St	Linden Dr	Sidewalk	59									2 sections of sidewalk damaged when tree removed.
53704	4801 Forest Run Rd	Hayes Rd	Curb									6	ROW Permit ENGROW-2017-00789. Requires casting for sidewalk drainage flume R-3262-4, per S.D.D. 5.4.9.
53704	2335 E Johnson St	E Johnson St	Waterway			24							Waterway (approx. 8'x3').
53704	1402 Mac Pherson St	Sheridan Dr	Curb									30	Construct new curb cut for access to future bike path to park shelter, and close existing curb cut north of water fountain on Sheridan Dr.
53704	1010 Melvin Ct	Melvin Ct	Sidewalk	112									**PENDING BPW APPROVAL** HOLD. R&R 4 sections north of driveway.
53704	2418 Sommers Ave	Sommers Ave	Apron		48								Driveway apron damaged from tree trimming operations. Sommers Ave scheduled for a reconstruction in 2023.
53704	2528 E Washington Ave	E Washington Ave	Curb		60							9	Curb in front of ramp on E Wash Ave side of property.
53704	2528 E Washington Ave	E Washington Ave	Ramp					16					Ramps within median island on E Wash Ave, south of Milwaukee St.
53704	2528 E Washington Ave	North St	Ramp		63			16					Ramps within median on North St at intersection of E Washington Ave/North St.
53704	2528 E Washington Ave	E Washington Ave	Ramp		24			8					Southwest corner of E Wash Ave/North St. Ramp on the E Washington Ave side of property.
53704	2528 E Washington Ave	North St	Ramp		56			8					Southwest corner of E Wash Ave/North St. Ramp on the North St side of property.
53704	2602 E Washington Ave	E Washington Ave	Ramp		21			8					Ramp at northwest corner of E Wash Ave/North St, in front of Papa John's, on E Wash Ave side of property.
53704	2602 E Washington Ave	E Washington Ave	Ramp		72			16					Ramps in median island at E Wash Ave/Milwaukee St intersection, north of Milwaukee St.
53704	2524 Winnebago St	E Washington Ave	Curb									7	Curb in front of ramp at southeast corner of E Wash Ave/Milwaukee St.
53704	2524 Winnebago St	E Washington Ave	Ramp		40			8					Ramp at southeast corner of E Wash Ave/Milwaukee St.
53704	1402 Wright St	Carpenter St	Sidewalk	53									**PENDING BPW APPROVAL** HOLD.
53705	5501 Brody Dr	Brody Dr	Sidewalk	53									Ramp and terrace section at northwest corner of Highland Ave/Regent St (West HS Athletic Fields).
53705	105 Grand Ave	Highland Ave	Ramp		140			8					

2020 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	DWF (SF)	Bus Pad (SF)	Conc. Pvmnt. Reconstruct (SY)	Speed Hump (SY)	R&R C&G (LF)	Comments
53705	3806 Hillcrest Dr	Hillcrest Dr	Apron		84								ROW Permit ENGROW-2017-01725. Core hole in driveway apron.
53705	3525 University Ave	University Ave	Sidewalk	53									ROW Permit ENGROW-2017-01402. 2 sidewalk stones on University Ave side of property, near PL to 3535 Univ. Ave. May also need terrace restoration at BOW (approx. 8'x8').
53711	615 Baltzell St	Baltzell St	Sidewalk	27									**PENDING BPW APPROVAL** HOLD
53711	474 Berwyn Dr	Berwyn Dr	Sidewalk	27									ROW Permit ENGROW-2018-01060
53711	502 Caromar Dr	S Midvale Blvd	Bus Pad						90				(C-07) E side of S Midvale Bl, N of Ames St. Bus Pad only (10'x9').
53711	1101 Grant St	Grant St	Sidewalk	27									**PENDING BPW APPROVAL** HOLD
53711	1925 Keyes Ave	Keyes Ave	Other			4							2'x2' concrete flume into rain garden, per S.D.D. 2.09.
53711	1925 Keyes Ave	Keyes Ave	Curb									6	Remove existing curb casting for rain garden Inlet. Replace curb to form rain garden curb cut per S.D.D. 2.09.
53711	5313 Kroncke Dr	Kroncke Dr	Sidewalk	83									Verify updated repair request form prior to starting work.
53711	1822 Madison St	Madison St	Sidewalk	27									**PENDING BPW APPROVAL** HOLD
53711	3600 Monroe St	Monroe St	Apron		120								Drive way apron on west side of property. Drive way apron too steep? Able to reduce slope? Install X-curb or lower sidewalk?
53711	3600 Monroe St	Monroe St	Curb									40	Drive way apron on west side of property. Drive way apron too steep? Able to reduce slope? Install X-curb or lower sidewalk?
53711	1301 Prairie Rd	Hammersley Rd	Bus Pad						60				(C-03) S side of Hammersley Rd, E of Prairie Rd. Bus Pad only (10'x6').
53711	730 Rayovac Dr	Rayovac Dr	Sidewalk		30								**PENDING BPW APPROVAL** HOLD. Will need asphalt patching behind walk within driveway.
53711	1001 Seminole Hwy	Seminole Hwy	Curb									24	C&G through ramps on east corner of Seminole Hwy/Nakoma Rd.
53711	709 Struck St	Watts Rd	Bus Pad						50				(C-02) S side of Watts Rd, E of Struck St. Bus Pad only (10'x5').
53711	4501 Verona Rd	Verona Rd	Bus Pad						50				(C-04) E side of Verona Rd, S of Onramp EB. Bus Pad only (10'x5').
53711	2332 West Lawn Ave	West Lawn Ave	Apron		260								Remove & replace existing driveway apron. **Hold for approved site plan from Zoning**
53713	1345 Applegate Rd	Applegate Rd	Sidewalk	53									ROW Permit ENGROW-2017-01533. 2 sidewalk sections on Applegate Rd, north of driveway entrance to Bergstrom Chevrolet.
53713	810 W Badger Rd	W Badger Rd	Sidewalk		59								**PENDING BPW APPROVAL** HOLD. Two sections within easterly driveway entrance on W Badger Rd side of property. Will need asphalt patching on back side of walk (approx. 11'x2').
53713	1201 Greenway Cross	Greenway Cross	Bus Pad						100				(C-05) S side of Greenway Cr, W of Latham Dr. Bus Pad only (10'x10').
53713	2109 Luann Ln	Luann Ln	Sidewalk	27									ROW Permit ENGROW-2017-01533.
53713	2402 Post Rd	Post Rd	Sidewalk	27									ROW Permit ENGROW-2018-00795.
53715	302 S Brooks St	S Brooks St	Sidewalk	53									**PENDING BPW APPROVAL** HOLD.
53715	904 W Dayton St	Clymer Pl	Concrete Pavement							20			ROW Permit ENGROW-2017-00458. Concrete pavement through entrance to Clymer Pl, off S Park St (approx. 13'x44').
53715	2 S Mills St	S Mills St	Bus Pad						30				(C-08) W side of S Mills St, S of Regent St. Bus Pad only (10'x3').
53715	1225 S Park St	S Park St	Sidewalk	27									ROW Permit ENGROW-2018-00410. Core hole in sidewalk on S Park St side of property.
53715	301 S Park St	S Park St	Apron		182								ROW Permit ENGROW-2017-00479. Drive way apron on S Park St side of property; 1 of 2.
53715	301 S Park St	S Park St	Apron		182								ROW Permit ENGROW-2017-00479. Drive way apron on S Park St side of property; 2 of 2.
53716	4521 Cottage Grove Rd	Acewood Blvd	Terrace Concrete			60							Add new 7" concrete in median along Acewood Blvd, across from rear driveway entrance (approx. 20'x3'). Help to prevent rutting of median grass from delivery vehicles. Location not marked.
53716	4610 Starker Ave	Starker Ave	Sidewalk	30									
53717	6914 Colony Dr	N Gammon Rd	Sidewalk	107									ROW Permit ENGROW-2017-01381. Sidewalk sections removed for water service install on N Gammon Rd side of property.
53717	6805 Harvest Hill Rd	Harvest Hill Rd	Waterway			23							Waterway (approx. 7.5'x3').
53718	6620 Radford Dr	Summertown Dr	Curb										ROW Permit ENGROW-2018-01546.
53718	208 Red Birch Run	Red Birch Run	Sidewalk	27								11	ROW Permit ENGROW-2018-01560.

2020 CITYWIDE DEFECT DATA

Zip	Address	Frontage	Type of Defect	R&R 5" Sidewalk (SF)	R&R 7" Sidewalk (SF)	5" New Sidewalk (SF)	7" New Sidewalk (SF)	DWF (SF)	Bus Pad (SF)	Conc. Pymt. Reconstruct (SY)	Speed Hump (SY)	R&R C&G (LF)	Comments
53719	401 Charmany Dr	Mineral Point Rd	Bus Pad						60				(C-06) S side of Mineral Point Rd, E of S Rosa Rd. Expand existing bus pad (10'x6').
53719	3818 Country Grove Dr	Country Grove Dr	Speed Hump								22		Part of speed hump on Country Grove Dr, approx. 18'x11'. Pavement rating =6. Send asphalt patching to Shawn (12'x11').
53719	701 S Gammon Rd	S Gammon Rd	Bus Pad						50				(C-01) E side of S Gammon Rd, S of Watts Rd. Bus Pad only (10'x5').
53719	7017 Mineral Point Rd	S Gammon Rd	Curb									30	Reconstruct sidewalk and ramp at southwest corner of Mineral Point Rd/S Gammon Rd to accommodate bike path construction. Coordinate w/ S Gammon Rd reconstruction.
53719	7017 Mineral Point Rd	S Gammon Rd	Sidewalk	160									Reconstruct sidewalk and ramp at southwest corner of Mineral Point Rd/S Gammon Rd to accommodate bike path construction. Coordinate w/ S Gammon Rd reconstruction.
53719	7017 Mineral Point Rd	S Gammon Rd	Ramp		540			24					Reconstruct sidewalk and ramp at southwest corner of Mineral Point Rd/S Gammon Rd to accommodate bike path construction. Coordinate w/ S Gammon Rd reconstruction. Rebuild existing storm access structure lid within ramp.
53726	2436 Regent St	Highland Ave	Sidewalk	2									Small stone in front of storm structure at corner of Highland Ave/Regent St.
53726	2436 Regent St	Highland Ave	Sidewalk	35									Triangular shaped section, behind storm structure casting, at corner of Highland Ave/Regent St.
53726	2233 Rowley Ave	Rowley Ave	Other			4							2'x2' concrete flume into rain garden, per S.D.D. 2.09.
53726	2233 Rowley Ave	Rowley Ave	Curb									10	Remove existing curb casting for rain garden inlet. Replace curb to form rain garden curb cut per S.D.D. 2.09.
53726	2249 Rugby Row	Rugby Row	Other			4							2'x2' concrete flume into rain garden, per S.D.D. 2.09.
53726	2249 Rugby Row	Rugby Row	Curb									6	Remove existing curb casting for rain garden inlet. Replace curb to form rain garden curb cut per S.D.D. 2.09.
53726	2302 University Ave	University Ave	Sidewalk	50									ROW Permit ENGROW-2016-00869. HH in terrace will need to be adjusted.
53726	2302 University Ave	University Ave	Curb									14	ROW Permit ENGROW-2016-00869. Pavement rating = 7. Will need mill and overlay if pavement damaged.

Citywide

8 standard bus pads

08
10'
pad

07
10'
pad

06
10'
pad

01
10'
pad

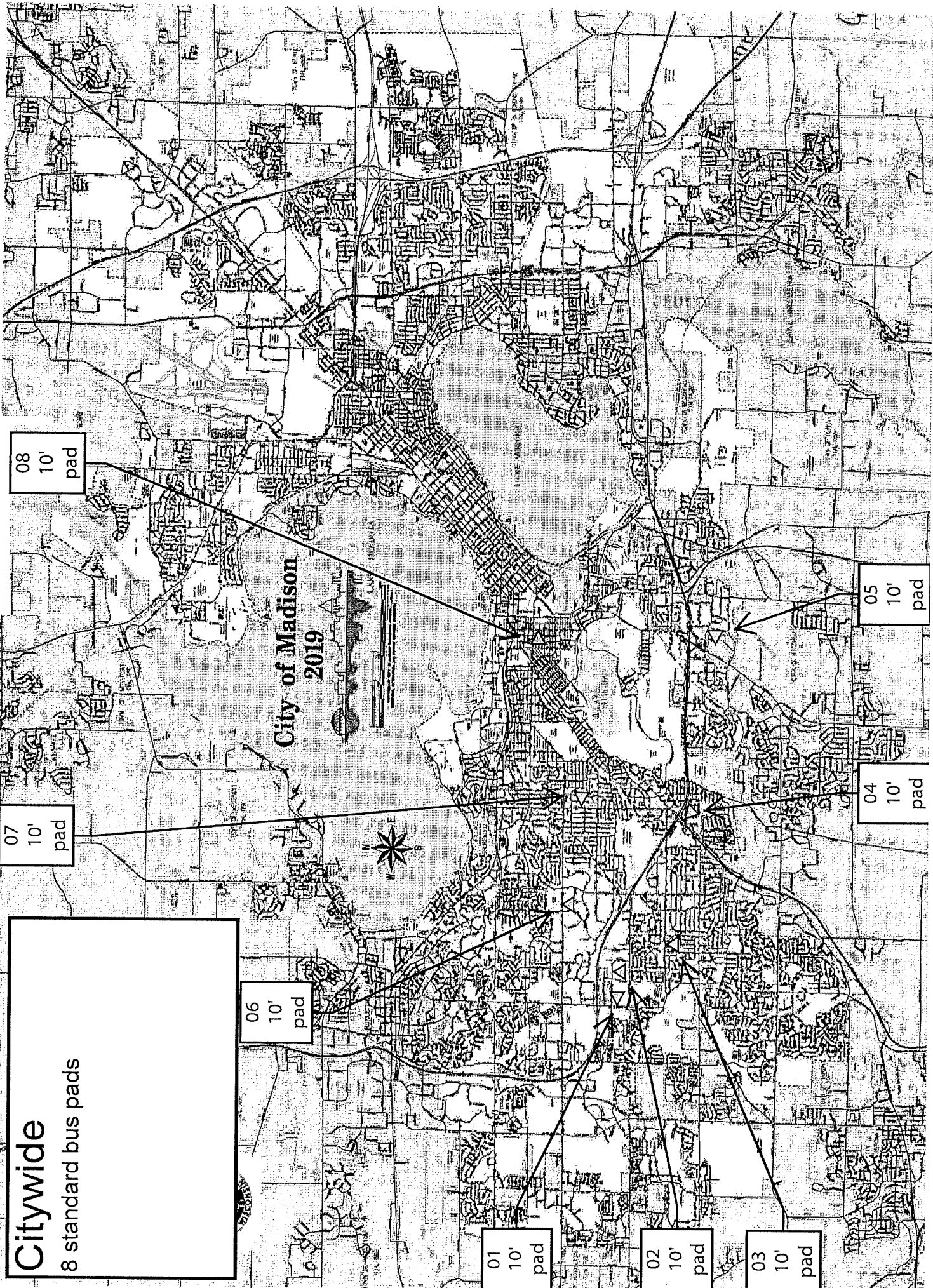
02
10'
pad

03
10'
pad

04
10'
pad

05
10'
pad

City of Madison
2019

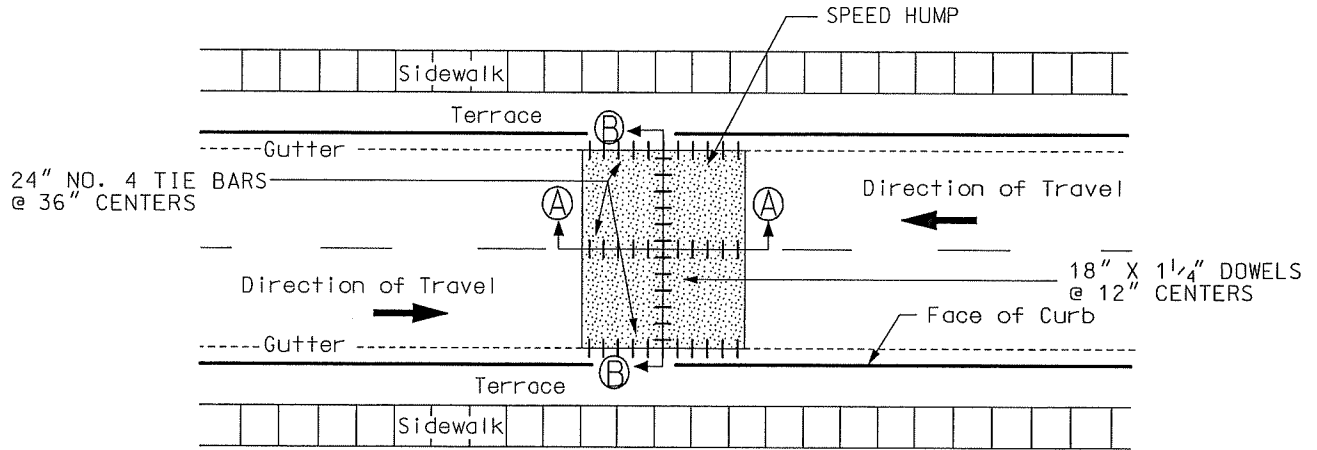


Metro Bus Pad Improvements

Contract #8497

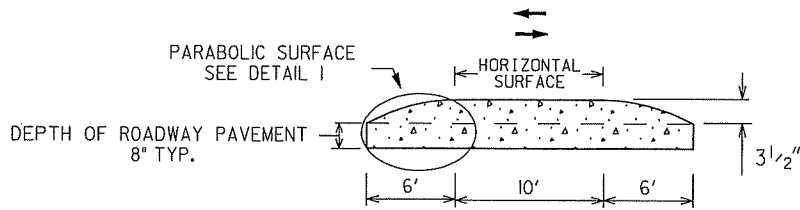
Map	Stop ID	Situs Address	Frontage	Location	Bus Pads (SF)	Comments
C-01	NEW	701 S Gammon Rd	S Gammon Rd	E side of S Gammon Rd, S of Watts Rd	50	Bus pad only
C-02	8313	709 Struck St	Watts Rd	S side of Watts Rd, E of Struck St	50	Bus pad only
C-03	8191	1301 Prairie Rd	Hammersley Rd	S side of Hammersley Rd, E of Prairie Rd	60	Bus pad only
C-04	NEW	4501 Verona Rd	Verona Rd	E side of Verona Rd, S of ramp to EB Beltline Hwy	50	Bus pad only
C-05	4419	1201 Greenway Cross	Greenway Cross	S side of Greenway Cross, W of Latham Dr	100	Bus pad only
C-06	2793	401 Charmany Dr	Mineral Point Rd	S side of Mineral Point Rd, E of Rosa Rd	60	Expand bus pad
C-07	2709	502 Caromar Dr	S Midvale Blvd	E side of S Midvale Blvd, N of Ames St	90	Bus pad only
C-08	NEW	2 S Mills St	S Mills St	W side of S Mills St, S of Regent St	30	Bus pad only

SPEED HUMP DETAIL



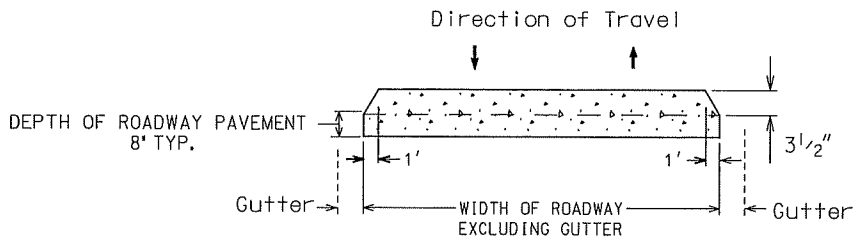
PLAN VIEW

SPEED HUMP ON TYPICAL URBAN STREET



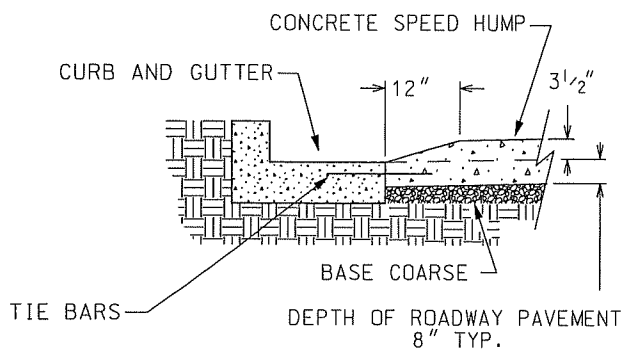
SECTION AA

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)

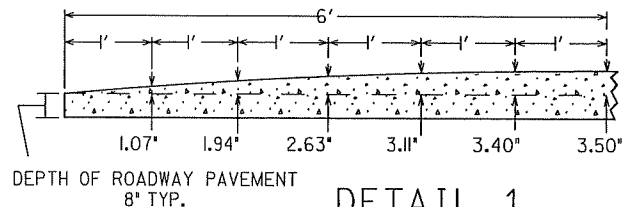


SECTION BB

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)



CURB DETAIL CROSS SECTION



DETAIL 1

PARABOLIC SURFACE

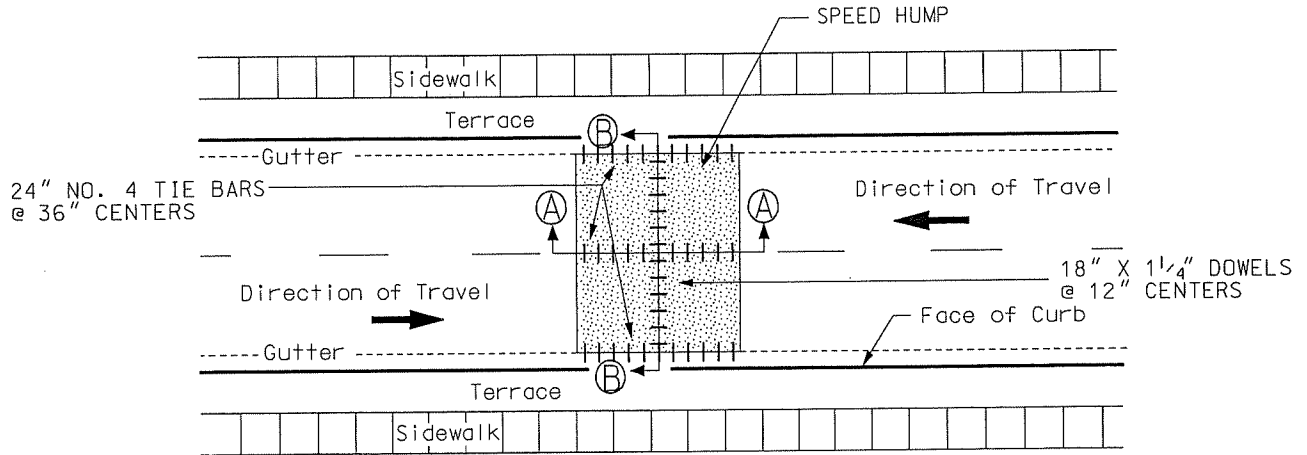
2008

CITY OF MADISON
ENGINEERING DIVISION

CONCRETE SPEED HUMP
FLOW THROUGH GUTTER

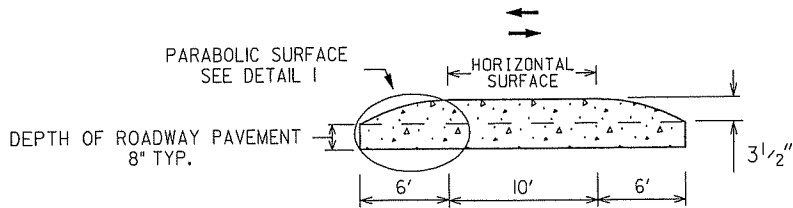
STANDARD DETAIL DRAWING 4.10

SPEED HUMP DETAIL



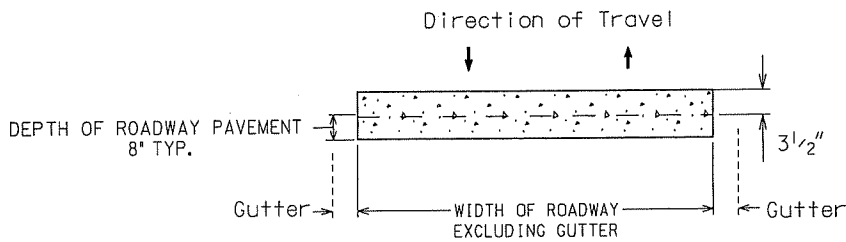
PLAN VIEW

SPEED HUMP ON TYPICAL URBAN STREET



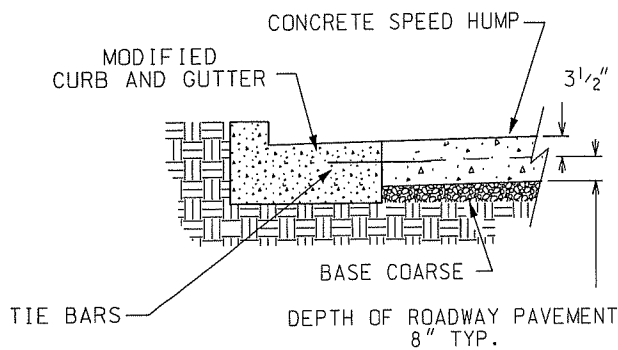
SECTION AA

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)

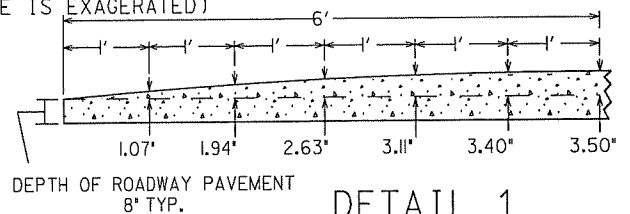


SECTION BB

NOT TO SCALE
(VERTICAL SCALE IS EXAGGERATED)



CURB DETAIL CROSS SECTION



DETAIL 1

PARABOLIC SURFACE

2008

CITY OF MADISON
ENGINEERING DIVISION

CONCRETE SPEED HUMP
RAISED GUTTER

STANDARD DETAIL DRAWING 4.11

SECTION E: BIDDERS ACKNOWLEDGEMENT

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2020
CONTRACT NO. 8497**

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

1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2020 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ through _____ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of 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.

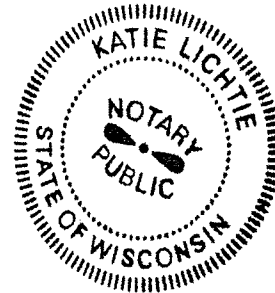
[Signature]
SIGNATURE

[Initials]
TITLE, IF ANY

Sworn and subscribed to before me this
9 day of April, 2020.

[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 8497 – 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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2020
CONTRACT NO. 8497**

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: SPEEDWAY SAND & GRAVEL, INC.

8500 GREENWAY BLVD. SUITE 202

Address: MIDDLETON, WI 53562

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

Contact Person/Title: Andre Lichtie

Prime Bidder Certification

I, Dustin Bittner, pm 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

[Signature]
Bidder's Signature

4/9/20
Date

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2020

CONTRACT NO. 8497

DATE: 4/9/2020

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10801.0 - ROOT CUTTING - CURB & GUTTER - LF	50.00	\$0.01	\$0.50
10802.0 - ROOT CUTTING - SIDEWALK - LF	50.00	\$0.01	\$0.50
20101.0 - EXCAVATION CUT - CY	30.00	\$8.00	\$240.00
20218.0 - CRUSHED STONE - TON	50.00	\$13.00	\$650.00
20221.0 - TOPSOIL - SY	100.00	\$10.00	\$1,000.00
20302.0 - SAWCUT CONCRETE FULL DEPTH - LF	75.00	\$10.00	\$750.00
20303.0 - SAWCUT ASPHALT PAVEMENT - LF	75.00	\$4.00	\$300.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - SF	150.00	\$10.00	\$1,500.00
20401.0 - CLEARING - ID	10.00	\$15.85	\$158.50
20406.0 - GRUBBING - ID	10.00	\$15.85	\$158.50
20501.0 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$550.00	\$550.00
20502.0 - ADJUST CATCH BASIN - EACH	1.00	\$700.00	\$700.00
20701.0 - TERRACE SEEDING - SY	100.00	\$5.00	\$500.00
21041.0 - INLET PROTECTION, TYPE D - COMPLETE (UNDISTRIBUTED) - EACH	5.00	\$50.00	\$250.00
21061.0 - EROSION MATTING, CLASS I, URBAN TYPE A (UNDISTRIBUTED) - SY	100.00	\$5.00	\$500.00
30101.0 - #4 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$10.00	\$100.00
30103.0 - #6 EPOXY COATED PAVEMENT TIES - EACH	10.00	\$14.00	\$140.00
30201.0 - TYPE 'A' CONCRETE CURB & GUTTER - LF	25.00	\$18.00	\$450.00
30301.0 - 5 INCH CONCRETE SIDEWALK - SF	600.00	\$6.00	\$3,600.00
30302.0 - 7 INCH CONCRETE SIDEWALK AND DRIVE - SF	300.00	\$6.75	\$2,025.00
30330.0 - PROFILE SAWCUT - LF	30.00	\$25.00	\$750.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - SF	200.00	\$10.00	\$2,000.00
30342.0 - TREE GRATE 4' X 8' (INCLUDING FRAME) - EACH	1.00	\$4,000.00	\$4,000.00
30501.0 - REMOVE AND REPLACE 5 INCH CONCRETE SIDEWALK- SIDEWALK REPLACEMENT PROGRAM - SF	2500.00	\$29.25	\$73,125.00
30502.0 - REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK AND DRIVE-SIDEWALK REPLACEMENT PROGRAM - SF	3000.00	\$33.10	\$99,300.00
30503.0 - REMOVE AND REPLACE CONCRETE STEPS - SIDEWALK REPLACEMENT PROGRAM - SF	20.00	\$50.00	\$1,000.00
30504.0 - REMOVE EXISTING ASPHALT SIDEWALK & DRIVEWAY - SIDEWALK REPLACEMENT PROGRAM - SF	125.00	\$5.00	\$625.00
30505.0 - REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	1000.00	\$60.00	\$60,000.00
30506.0 - RESET BRICK PAVERS - SIDEWALK REPLACEMENT PROGRAM - SF	75.00	\$20.00	\$1,500.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - SY	150.00	\$60.00	\$9,000.00
40364.0 - ADJUST INLET CASTING, TYPE "H" - RESURFACING - EACH	2.00	\$500.00	\$1,000.00
40366.0 - REBUILD INLET - RESURFACING - EACH	1.00	\$1,500.00	\$1,500.00
40371.0 - REBUILD ACCESS STRUCTURE TOP - RESURFACING - EACH	1.00	\$3,000.00	\$3,000.00
40410.0 - CONCRETE SPEED HUMP - SY	25.00	\$226.00	\$5,650.00
40411.0 - CONCRETE PAVEMENT RECONSTRUCTION - SY	200.00	\$226.00	\$45,200.00
90001.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE 7 INCH CONCRETE SIDEWALK - SIDEWALK REPLACEMENT PROGRAM - SF	250.00	\$34.50	\$8,625.00

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2020

CONTRACT NO. 8497

DATE: 4/9/2020

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
90002.0 - HIGH EARLY STRENGTH CONCRETE, REMOVE AND REPLACE CONCRETE CURB & GUTTER - SIDEWALK REPLACEMENT PROGRAM - LF	75.00	\$65.00	\$4,875.00
90003.0 - BUS PAD - SF	600.00	\$22.00	\$13,200.00
90004 - SCULPTURE FOUNDATION, 5' SCULPTURE - EACH	1.00	\$2,000.00	\$2,000.00
90005 - SCULPTURE FOUNDATION, 7' SCULPTURE - EACH	1.00	\$2,000.00	\$2,000.00
90006 - SCULPTURE FOUNDATION, 9' SCULPTURE - EACH	1.00	\$2,000.00	\$2,000.00
90007 - CRUSHED STONE PAD FOR ART INSTALLTION - EACH	2.00	\$1,500.00	\$3,000.00
42 Items	Totals		\$356,923.00



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

Deputy City Engineer

Gregory T. Fries, P.E.

Deputy Division Manager

Kathleen M. Cryan

Principal Engineer 2

Christopher J. Petykowski, P.E.

John S. Fahrney, P.E.

Principal Engineer 1

Christina M. Bachmann, P.E.

Mark D. Moder, P.E.

Janet Schmidt, P.E.

James M. Wolfe, P.E.

Facilities & Sustainability

Bryan Cooper, Principal Architect

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, 2020 through January 31, 2022.

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

November 11, 2019
DATE

By: [Signature]
SIGNATURE AND TITLE Corp Sec.

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

By: [Signature]
SIGNATURE AND TITLE
Nicole Stillings, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 6966174 for the year 2020 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

November 11, 2019
DATE

[Signature]
AGENT SIGNATURE

1600 Aspen Commons, Suite 990
ADDRESS

Middleton, WI 53562
CITY, STATE AND ZIP CODE

608-242-2551
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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, 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 Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH, all of Minneapolis, Minnesota, 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 26th day of June, A.D. 2019.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, 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, Notary Public
My Commission Expires: July 9, 2023

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, Secretary 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 11th day of November, 2019.



Brian M. Hodges

By: Brian M. Hodges
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
www.reportsfclaims@zurichna.com
800-626-4577

CERTIFICATE OF BIENNIAL BID BOND

TIME PERIOD- VALID (FROM/TO)
February 1, 2020 - January 31, 2022
NAME OF SURETY
Fidelity and Deposit Company of Maryland
NAME OF CONTRACTOR
Speedway Sand & Gravel, Inc.
CERTIFICATE HOLDER
City of Madison, Wisconsin

This is to certify that a biennial bid bond issued by the above-named Surety is currently on file with the City of Madison.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the biennial bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing Surety will give thirty (30) days written notice to the certificate holder indicated above.


SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE

12-10-19
DATE

SECTION H: AGREEMENT

THIS AGREEMENT made this 6th day of May in the year Two Thousand and Twenty 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 MAY 5, 2020, 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:

SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES, CITYWIDE INSTALLATION AND REPAIR - 2020 CONTRACT NO. 8497

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **THREE HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 (\$356,923.00)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

Article VIII

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

Article IX

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

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

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

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

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2020
CONTRACT NO. 8497**

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:

		SPEEDWAY SAND & GRAVEL, INC.	
		<u>Company Name</u>	
<u>Tracy Hellenbrand</u>	<u>5/6/2020</u>	<u>[Signature]</u>	<u>5/6/2020</u>
Witness	Date	President	Date
<u>Tracy Hellenbrand</u>	<u>5/6/2020</u>	<u>Jarice Ryan</u>	<u>5/6/2020</u>
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:	
<u>[Signature]</u>	<u>5/18/20</u>	<u>Patricia Linton</u>	<u>5/20/20</u>
Finance Director	Date	City Attorney	Date
<u>[Signature]</u>	<u>5/20/20</u>	<u>[Signature]</u>	<u>5/20/20</u>
Witness	Date	Mayor	Date
<u>[Signature]</u>	<u>05/18/20</u>	<u>[Signature]</u>	<u>5-18-20</u>
Witness	Date	City Clerk	Date

SECTION I: PAYMENT AND PERFORMANCE BOND

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and **Fidelity and Deposit Company of Maryland** Company of **Schaumburg, IL** as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 (\$356,923.00)** Dollars, lawful money of the United States, for the payment of which sum to the City of Madison, we hereby bind ourselves and our respective executors and administrators firmly by these presents.

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

**SIDEWALK, CURB & GUTTER, AND CONCRETE PAVEMENT PATCHES,
CITYWIDE INSTALLATION AND REPAIR - 2020
CONTRACT NO. 8497**

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 6th day of May, 2020

Countersigned:

Tracy Hellenbrand
Witness

Janice Ryan
Secretary

SPEEDWAY SAND & GRAVEL, INC
Company Name (Principal)

[Signature]
President

Seal NA

Approved as to form:

Patricia Fulton for
City Attorney

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee Commission

By [Signature]
Attorney-in-Fact **Nicole Stillings**

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under National Producer Number 6966174 for the year 2020, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

May 6, 2020
Date

[Signature]
Agent Signature **Nicole Stillings**

**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH, all of Minneapolis, Minnesota, 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 26th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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, depose 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, 2023

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, Secretary 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 6th day of May, 2020.



By: Brian M. Hodges
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
www.reportsfclaims@zurichna.com
800-626-4577