

Contract Routing Form

ROUTING: Urgent Rush

printed on: 06/02/2020

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

Project: Anderson Street Resurfacing Assessment District - 2020

Contract No.: 8506 File No.: 60358
 Enactment No.: RES-20-00404 Enactment Date: 05/27/2020
 Dollar Amount: 836,745.81

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	6/31/2020	6/31/2020
Director of Civil Rights	6/4/2020	6/4/2020
Risk Manager	6/5/2020	6/5/2020 RN
Finance Director	6/5/2020	6/8/2020
City Attorney	6-08-20	6/9/2020
Mayor	6-9-2020	6-9-2020

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

Original + 2 Copies

06/02/2020 11:41:19 enjls - Fadi El Musa Gonzalez 243-5214

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



Legislation Details (With Text)

File #: 60358 **Version:** 1 **Name:** Awarding Public Works Contract No. 8506, Anderson Street Resurfacing Assessment District - 2020.

Type: Resolution **Status:** Passed

File created: 4/28/2020 **In control:** Engineering Division

On agenda: 5/19/2020 **Final action:** 5/19/2020

Enactment date: 5/27/2020 **Enactment #:** RES-20-00404

Title: Awarding Public Works Contract No. 8506, Anderson Street Resurfacing Assessment District - 2020. (12th & 15th ADs)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 8506.pdf, 2. 8506.pdf

Date	Ver.	Action By	Action	Result
5/19/2020	1	COMMON COUNCIL	Adopt	Pass
5/5/2020	1	COMMON COUNCIL	Refer to a future Meeting to Adopt	Pass
4/28/2020	1	Engineering Division	Referred for Introduction	

The proposed resolution awards the contract for the Anderson Street Resurfacing Assessment District - 2020 at a total cost of \$861,850, including contingency. Funding is available in the 2020 Adopted Capital Budget for Engineering - Major Streets Pavement Management Program (Munis 10225).

Awarding Public Works Contract No. 8506, Anderson Street Resurfacing Assessment District - 2020. (12th & 15th ADs)

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. 8506) for itemization of bids.

Digitally signed by enssd
DN: cn=enssd,
email=sdannerrivers@cityofma
dison.com
Date: 2020.06.01 11:25:56
-05'00'

enssd

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8506
ANDERSON STREET RESURFACING ASSESSMENT DISTRICT – 2020

SPEEDWAY SAND & GRAVEL, INC.

\$836,745.81

Acct. No. 10225-402-170: 54410 (91350)	\$558,822.16
Contingency 3%±	<u>16,767.84</u>
Sub-Total	\$575,590.00
Acct. No. 10225-402-174: 54445 (91345)	\$47,483.25
Contingency 3%±	<u>1,426.75</u>
Sub-Total	\$48,910.00
Acct. No. 10225-84-174: 54445 (91345)	\$182,666.90
Contingency 3%±	<u>5,483.10</u>
Sub-Total	\$188,150.00
Acct. No. 10225-402-176: 54430 (96882)	\$9,323.00
Contingency 3%±	<u>277.00</u>
Sub-Total	\$9,600.00
Acct. No. 10225-402-177: 54435 (91232)	\$38,450.50
Contingency 3%±	<u>1,149.50</u>
Sub-Total	\$39,600.00
GRAND TOTAL	<u>\$861,850.00</u>

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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 1420 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	

\$836,745.81
ORIGINAL

BID OF SPEEDWAY SAND & GRAVEL, INC.

2020

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8506

MUNIS NO. 10225

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY19, 2020

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8506**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: fel

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:	ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO.:	8506
SBE GOAL	12%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	APRIL 23, 2020
BID SUBMISSION (2:00 P.M.)	APRIL 30, 2020
BID OPEN (2:30 P.M.)	APRIL 30, 2020
PUBLISHED IN WSJ	APRIL 16 & 23, 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, jtortesmeza@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: by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

The process for submission of bids has not changed. Bids may be submitted on line through Bid Express or in person at 1600 Emil St. Please note that 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 and staff will come to the door to get 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 to responsively 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 at 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

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8506

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).

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Thursday, May 21, 2020**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date. Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 20, 2020**.

ARTICLE 104 SCOPE OF WORK

The work under this contract shall include, but is not limited to, installation of storm sewer, earthwork, clearing and grubbing, pulverize and shape, curb and gutter, base preparation, shared use path, bituminous asphalt pavement, concrete pavement, driveway aprons, sidewalk, street lights, traffic signals and pavement markings.

The project limits for the work is Anderson Street from Wright Street to North Stoughton Road.

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

SECTION 104.4 INCREASED OR DECREASED QUANTITIES

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

The Contractor shall note that the bid items for sidewalk removal and replacement may increase or decrease based on what is encountered in the field.

SECTION 104.6 DECREASED AND DELETED ITEMS

The electrical quantities include estimates for work that may or may not be required. If actual quantities are less than estimated, or if items are deleted from the contractor's work, the decreased quantities or

deleted items shall not constitute the basis for a claim for damages for anticipated profits for the work dispensed with.

SECTION 104.10 CLEANING UP

Excess concrete from finishing operations and from spillage on adjacent sidewalk and curb & gutter shall be removed immediately. Excess concrete or mortar from the finishing operation and spillage into Storm Sewer Access Structures and Inlets shall be removed immediately.

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

The Contractor shall use care around existing trees, plantings, walls, curb and gutter, sidewalk, and any other structures or amenities that are indicated on the plans to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2. All other standard tree protection specifications will be strictly enforced.

The Contractor shall maintain access for property employees, costumers, mail delivery and garbage/recycling pickup for all properties in the project area.

Work under this contract will require coordination with private utility companies. It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and allow working areas for installation of new facilities or for relocation work. Work in this contract will require utility relocations to install the new shared use path, storm sewer main and storm sewer structures along the south side of Anderson Street. The Contractor shall coordinate their work to allow access to utility companies to install new facilities and resolve any conflicts that may arise.

The City is aware of a 12-inch diameter, high-pressure gas main along Anderson Street. The storm sewer main was designed to avoid impacts to the gas main and care shall be taken to avoid adverse impact to this utility.

To facilitate installation of storm sewer the following utilities will need to be relocated at the specified locations: telephone junction boxes located along P2, fiber optic conduit under the south curb between S2 and S3 (300 ft.), fiber optic (20 ft.) and telephone (20 ft.) conduit at S4, and TV (20 ft.) and telephone (20 ft.) conduit at S7. Two 6" diameter hydrant leads crossing P2 may need to be relocated pending the results of ULO8 and ULO10. Bid items are provided in the estimate for this work should it be required. The contractor shall contact Madison Water Utility Construction Inspector Jeff Belshaw (608-206-3856) two days prior to any work on the water system.

The Contractor shall contact MG&E electric when working in close proximity to power poles so that poles can be supported if required. Contacts for private utilities are:

Roger Ahles (MG&E Gas), 608-252-5682, rahles@mge.com
Mark Bohm (MG&E Electric), 608-252-4730, mbohm@mge.com
Carol Anason (AT&T), 608-252-2385, 608-622-2079, ca2624@att.com
Robert Tenuta (Charter Communications) 414-758-5688, robert.tenuta@charter.com

SECTION 107.6 DUST PROOFING

The Contractor shall take all necessary steps to control dust arising from operations connected with this contract. When ordered by the Engineer, the Contractor shall dust proof the construction area by using

power sweepers and water. Dust proofing shall be incidental with operations connected with this contract.

SECTION 107.7 MAINTENANCE OF TRAFFIC

Lane Closures:

Morning Peak Hours (weekdays from 7:00 a.m. to 8:30 a.m.):

Maintain one eastbound lane of traffic. Maintain one westbound lane of traffic and two lanes within 300' of Wright Street.

Afternoon Peak Hours (weekdays from 4:00 p.m. to 6:00 p.m.):

Maintain one lane of traffic in each direction (no flagging allowed).

Off-Peak Hours (weekdays from 8:30 a.m. to 4:00 p.m. and weekends at any time):

Maintain bi-directional traffic at all times (flagging bi-directional traffic through a single lane is allowed).

Closures for Paving Operations:

Anderson Street may be fully closed for up to four consecutive days to complete paving operations. During this time, a signed detour for both directions of traffic shall be installed to direct traffic to use Wright Street, Kinsman Boulevard, and Stoughton Road. Electronic, changeable message boards shall be in place for at least five days prior to the first day of closure.

Metro Transit:

Metro Transit buses will continue using Anderson Street at all times, except during any full closure for paving. Maintain bus stops at all times. Coordinate any changes to bus routes/stops with Tim Sobota, Metro Transit, tsobota@cityofmadison.com, 608-261-4289.

The Contractor shall submit an acceptable Traffic Control Plan, including all necessary phases, to Tom Mohr, tmohr@cityofmadison.com, prior to the pre-construction meeting. The Traffic Control Plan shall address all requirements of this section of the Special Provisions. The Contractor shall not start work on this project until the Traffic Engineering Division has approved a traffic control plan and traffic control devices have been installed, in accordance with the approved plan. Failure of the Contractor to obtain approval of a Traffic Control Plan, as specified above, may prevent the Contractor from starting work and shall be considered a delay of the project, caused by the Contractor.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This may include relocating existing traffic control or providing additional traffic control. The Contractor shall install and maintain any necessary modifications or additions to the traffic control, as directed by the City Traffic Engineer, at no cost to the City. All signing and barricading shall conform to the Federal Highways Administrations "Manual on Uniform Traffic Control Devices" (MUTCD).

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

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B.

The traffic control plan submitted by the Contractor shall include the temporary locations of the bus pads.

Electronic, changeable message boards shall be in place for each direction of traffic for five days prior to the first day of lane closures.

Emergency vehicle access shall be maintained at all times.

Maintain sidewalk at all times, except under direction of the Construction Engineer. Any closure of sidewalk shall be approved by the Construction Engineer and shall conform to City of Madison standard detail drawing 6.36. Maintain an open pedestrian route along Anderson Street from Wright Street to Stoughton Road at all times.

Maintain pedestrian movements crossing the construction zone at all intersections, except under direction of the Construction Engineer. Pedestrian crossings of intersections shall have ramps that meet requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of rubber mats to provide a flat, clearly-defined crosswalk, clear of mud and debris. Gravel or base course material is not acceptable. The temporary Crosswalk Access bid item is payment for maintaining crosswalks through the construction zone at intersections. Contractor shall clearly delineate crossing area for pedestrians by using barrels to protect either side of the crossing area.

Construction equipment or materials shall not be stored in the roadway or street right-of-way that is open to traffic during non-working hours. Construction equipment and materials are not to be stored within the street right-of-way that is outside the project limits.

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

Contact Tom Mohr, Traffic Engineering Division, tmohr@cityofmadison.com, 608-267-8725, with any questions concerning these traffic control specifications.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed. This service is provided free of charge. If the contractor removes the signs, the contractor will be billed for the reinstallation of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, and Traffic Engineering 48 hours in advance of all closure of streets.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

The contractor shall notify The City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767 upon completion of final landscaping to have permanent signs reinstalled. The contractor shall expect a minimum of eight working days to have permanent signs reinstalled. The contractor shall leave in place all necessary traffic control until given notice by the City Construction Engineer, that permanent signing is in place and temporary traffic control may be removed. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 108.2 PERMITS

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

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

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

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

SECTION 109.2 PROSECUTION OF THE WORK

The Contractor may begin work on or after June 15, 2020. The completion date shall be September 4, 2020.

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 Contractor shall anticipate multiple crews as required to complete the work in the time frame provided and under the traffic restrictions outlined in these provisions.

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

The Contractor shall limit workdays to 7:00 a.m. to 7:00 p.m. Monday – Saturday unless approved by the Engineer in writing. No work shall be allowed on holidays unless approved by the Engineer.

ARTICLE 201 EXCAVATION CUT

Work under this section shall be accomplished in accordance with the City of Madison Standard Specifications for Public Works Construction latest edition and as modified herein.

Excavation Cut shall apply to all excavation necessary to accomplish the installation of the shared use path and the segments of the street that will require new base course as shown on the Plans. The Excavation Cut quantity for the shared use path pavement and base installation is included in the Plan quantity for Excavation Cut.

SECTION 210.1(c) STREET SWEEPING

When required, by either the erosion control plan or the Construction Engineer, the Contractor shall perform mechanical street sweeping on all streets or paved surfaces affected by construction equipment,

hauling or related construction activities that result in mud tracking or siltation. Mechanical street sweeping shall be completed as directed by the Construction Engineer and shall remove all loose material to the satisfaction of the Construction Engineer. Depending on site conditions, construction activities, and hauling methods utilized by the Contractor, mechanical street sweeping may be required multiple times throughout the day with an absolute minimum that all streets are clean at the end of the work day. Areas not accessible by mechanical street sweepers may require hand scraping with shovels.

BID ITEM 20336 – PIPE PLUG

With regard to the City of Madison Standard Specifications for Public Works Construction 2020 Edition Article 203.2(c), any pipe found in a trench that is less than 10" in diameter while installing a sewer facility shall be considered incidental to the pipe being installed.

Any pipe plugs required to abandon or remove sewer access structure (pipes directly connected to the structure) shall be considered incidental to abandoning or removing the structure regardless of the size of the pipe being abandoned.

ARTICLE 500 SEWER AND SEWER STRUCTURES GENERAL

The storm sewer designer for the project is Matt Allie and may be contacted at (608) 266-4058 or mallie@cityofmadison.com.

STORM SEWER GENERAL

Storm sewer pipe work shall include installing approximately 65 feet of new 12" storm sewer, 176 feet of new 15" storm sewer, 66 feet of new 24" storm sewer, 663 feet of new 27" storm sewer.

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

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

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

ARTICLE 601 ELECTRICAL, GENERAL REQUIREMENTS

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

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

The City of Madison Traffic Engineering Division will install new streetlight and signal poles as necessary and install wire for new street lighting and traffic signal operation. The contractor shall install and maintain temporary street lighting and wood poles required for temporary traffic signal equipment to keep lighting and signals operating during construction as described in bid item 90002.

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

SECTION 601.10 MATERIALS FURNISHED BY THE CITY OF MADISON

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

ITEM	Quantity
3/4" x 19" Anchor Bolts	8
1" x 40" Anchor Bolts	24
1 1/4" x 48" Anchor Bolts	8

SECTION 602.4(b) ELECTRICAL CONDUIT

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

Where curb and gutter is being replaced, the new conduit to be installed parallel to the curb and gutter shall be placed according to the City of Madison Typical Conduit Installation detail 6.46 (https://www.cityofmadison.com/business/pw/documents/StdSpecs/2020/Drawings/6_46.pdf). When existing utilities preclude placing conduit as shown in the detail, the conduit shall be placed under the curb or as close to the curb as possible.

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

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

ARTICLE 607 ELECTRICAL HANDHOLES

The contractor shall furnish Type 1, and 5 handholes conforming to this section and the Standard Detail Drawings. Electrical Handhole, Type 1 shall be gray colored polymer concrete construction. Box dimensions for Type 1 shall be 19" wide X 32" long X 24" deep and come with a cover rated to withstand 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs. Electrical Handhole, Type 5, shall be gray colored polymer concrete construction. Box dimensions shall be 26" wide by 38" long by 24"

deep. The box and cover shall be rated at 15,000 lbs over a 10" square with a minimum test load of 22,568 lbs.

BID ITEM 90000 – MAINTAIN DRIVEWAY ACCESS

DESCRIPTION

Maintain Driveway Access shall consist of all work, materials and incidentals necessary to maintain access to the driveways of properties identified on the plans, as identified in the special provisions, or as directed by the Engineer. The Contractor shall maintain access at the identified locations at all times and for the duration of the project. This work may involve constructing temporary accesses using materials approved by the Engineer, using steel plates, limiting the size of the work areas around and within the driveways, or using high early strength concrete. Maintaining access may also involve performing work outside of scheduled work hours or outside of the Contractor's planned phasing of the project, if approved or directed by the Engineer.

If constructing a temporary access, the Contractor shall ensure that proper drainage is maintained while the temporary access is in use, which includes grading of the temporary access and installation of temporary culverts or piping, as necessary. This item also includes removal of any temporary materials along with any necessary restoration of the area disturbed by the temporary access.

METHOD OF MEASUREMENT

Maintain Driveway Access will be measured by Each location acceptably completed.

BASIS OF PAYMENT

This item, measured as provided above, shall be paid for at the contract unit price for all work, materials, equipment, and incidentals necessary to complete the work as set forth in the description.

BID ITEM 90001 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN

DESCRIPTION

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic bike lane green pavement marking material for use on asphalt or Portland cement concrete pavement surfaces.

MATERIALS

General

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9

(Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

Pigment Color

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating Indicators

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

Skid Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

Environmental Resistance

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

CONSTRUCTION METHODS

Install preformed thermoplastic pavement marking in accordance with manufactures specifications.

PERFORMANCE REQUIREMENTS

Preformed thermoplastic pavement marking shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any pavement marking not installed to specification or to the satisfaction of the Engineer. Non-conforming preformed thermoplastic pavement marking shall be removed at no charge to the City and replaced with a conforming product.

METHOD OF MEASUREMENT

Will be measured by the squared foot (SF) of preformed thermoplastic pavement marking installed and accepted.

BASIS OF PAYMENT

Payment for this work, measured as provided above, will be made under at the contract unit price per each square foot(SF) of thermoplastic pavement marking, which shall be full compensation for all work, materials, labor, and incidentals required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

BID ITEM 90002 - MAINTAIN STREET LIGHTS AND SUPPORT STRUCTURES FOR TEMPORARY TRAFFIC SIGNALS

DESCRIPTION

This special provision describes furnishing, installing, maintaining, and removing wood poles, guy wires, luminaires, arms and aerial cables for temporary street lighting. The City will remove the existing street light poles after temporary lighting has been installed (and is operational) by the Contractor; or contractor installs permanent street light bases and City of Madison crews have installed necessary items to operate permanent street light circuits.

City of Madison will use Wood Pole 1 for temporary traffic signals. City of Madison will furnish and install temporary overhead wires, and signal equipment for the temporary signals at the Anderson Street and Wright Street traffic signal. Contractor shall provide wood pole and coordinate with City of Madison Traffic Engineering Shop for installation of temporary traffic signal.

Work for temporary wood poles, overhead cables and guy wires shall be according to State of Wisconsin Standard Spec 661.

MATERIALS

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits within the project area and lighting circuits outside of the project area that are fed from the existing lighting circuits within the project area. Furnish Type 4 wood poles, 35' long. Luminaires shall be 250 watt HPS or equivalent lumen output, full cutoff. Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

Each Wood Pole on plans (WP#) shall be equipped with luminaire, arm, and overhead conductors between each wood pole, and to existing street light poles to maintain the street lighting circuit.

CONSTRUCTION METHODS

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

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

Maintain Street Lights and Support Structures for Temporary Traffic Signals will be paid for at the contract lump sum price, which price shall be full compensation for furnishing, installing and removing wood poles, aerial cable, luminaires, arms, guy wires, maintaining lighting units, replacement of burned out lamps; replacement of knockdowns, and for furnishing and installing splice connectors.

BID ITEM 90003 – TEMPORARY BUS STOP

DESCRIPTION

This item shall be used to install temporary bus stop loading pads and provide pedestrian access to those boarding areas at the locations indicated in the traffic control plans or as directed by the Engineer.

During construction, Metro buses will continue to use Anderson St. When possible, the bus stop locations will use existing loading pads, but, where none exist, the Contractor shall install temporary bus stop loading pads as necessary to serve the stops. Depending on the phase of traffic control, the temporary pads will either be located in the terrace areas or adjacent to the construction zone. When located within the construction zone, the Contractor shall take care to not install the pads in front of driveways or within turning radii for vehicles turning on to or off of side streets, and the bus boarding area shall be protected with orange construction fencing. The Contractor shall coordinate with Metro Transit on any temporary bus stop signage.

Temporary bus stop loading pads shall be constructed either of concrete or asphalt. Concrete loading pads shall be 4" of concrete on 3" minimum of crushed aggregate or shall be 3" of asphalt on 6" crushed aggregate, minimum. The temporary loading pads shall either be 8' wide, or the entire width of the terrace, and 10 ft. in length, minimum, 15 ft. in length if within the construction zone.

This item also includes all work necessary to maintain the bus stop loading pads while in use. The loading pads shall be kept free of significant cracks and offsets and kept visible and clean at all times while in use. Maintenance of the loading pads may include removal and replacement of temporary surface material, fencing or relocating as necessary to meet the requirements of the traffic control phasing.

This item also includes removal of the temporary bus stop loading pads once a switch in traffic phasing no longer requires use of the temporary loading pads, and when it is not expected to require use in any future traffic control phasing.

This item also includes providing a temporary crosswalk or temporary pedestrian path as necessary in order to route pedestrians between the temporary bus stop and the sidewalk that is open for use. The temporary crosswalk shall be constructed with hot mix asphalt, temporary concrete or may be rubber matting that is properly secured, is free of any trip hazards and is maintained to have a non-slippery surface. Provide temporary space for pedestrians is included with this item.

METHOD OF MEASUREMENT

Temporary bus stop shall be measured by the Each pad acceptably installed, maintained and removed.

BASIS OF PAYMENT

Temporary bus stop, measured as provided above shall be paid at the contract unit price, which shall be full compensation for all work, materials, forms, labor, equipment and incidentals necessary to complete the work as set forth in the description.



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
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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

April 28, 2020

**NOTICE OF ADDENDUM
ADDENDUM 1
CONTRACT NO. 8506, PROJECT NO. 10225
ANDERSON STREET RESURFACING ASSESSEMENT DISTRICT - 2020**

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

PLANS:

REMOVE

Remove Sheets U-1, U-2, U-3, and U-4.

INSERT

Insert Sheets U-1, U-2, U-3, and U-4.

Sheet U-1 is being revised to include bid item 50227 - Utility Trench Patch Type IV to replace the disturbed pavement base course when installing storm sewer pipe P1-C. Sheet U-2 is being revised to show new location of storm sewer structure S-9. Sheet U-3 is being revised to display different lineweights, no changes to the design or quantities were made. U-4 is being replaced to reflect changes made to the storm sewer design.

SPECIAL PROVISIONS:

ADD

BID ITEM 90004 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

BID ITEM 90005 – TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES

DESCRIPTION

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

PROPOSAL:

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

ACTION	BID ITEM	DESCRIPTION	MEASUREMENT UNITS
ADD	10721	PORTABLE CHANGEABLE MESSAGE BOARD	DAYS
ADD	50227	UTILITY TRENCH PATCH TYPE IV	T.F.
ADD	60900	TEMPORARY PAVEMENT MARKING PAINT, LINE, 4-INCH	L.F.
ADD	60901	TEMPORARY PAVEMENT MARKING PAINT, DOUBLE LINE, 4-INCH	L.F.
ADD	60915	TEMPORARY PAVEMENT MARKING PAINT, STOP LINE, 24-INCH	L.F.
ADD	60926	TEMPORARY PAVEMENT MARKING PAINT, SYMBOL, STRAIGHT & LEFT ARROW	EACH
ADD	60970	TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, LINE, 4-INCH	L.F.
ADD	90004	TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	EACH
ADD	90005	TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	EACH

Please see Bid Express for revised bid item quantities.

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

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

<http://www.bidexpress.com>

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

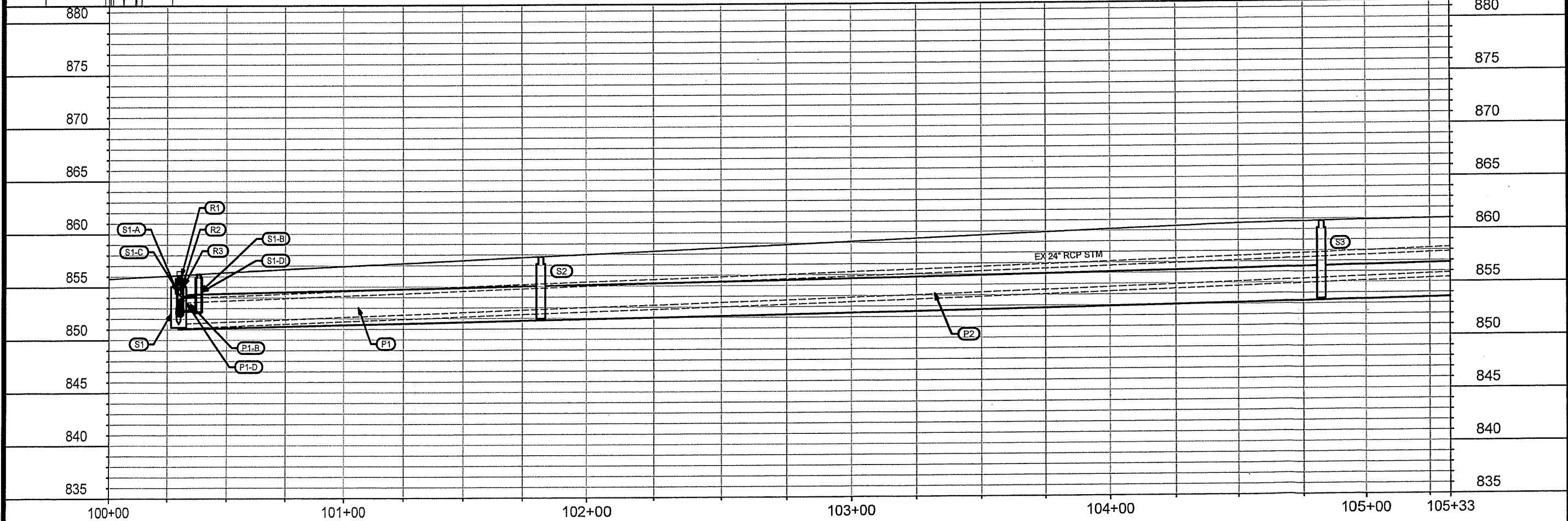
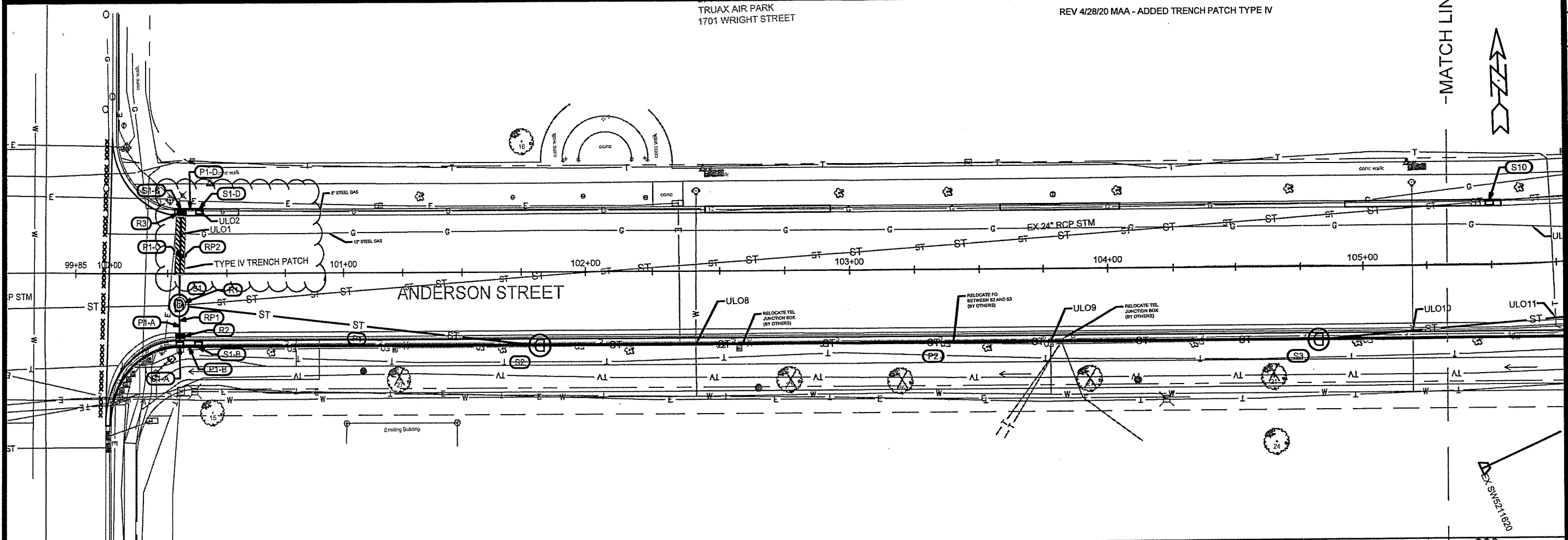
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is written in a cursive style with large, rounded letters.

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

RFP: fbeg

-MATCH LIN



MARK	REVISION	DATE	BY
10225	Designated By: MAA	Date: 4/28/2020 9:28 AM	Scale: 1" = 40'
U-1			

10225
MADISON, WI
CONTRACT NO: 8506

UTILITY PLAN & PROFILE
ANDERSON STREET RESURFACING ASSESSMENT DISTRICT-2020
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10225
U-1

Ransin

STORM SEWER SCHEDULE

*REVISED 4/28/20 MAA

ANDERSON ST. RESURFACING	SHEET NO.
PROJECT NO. 10225	U-4
STORM SEWER SCHEDULE	
CITY OF MADISON	

PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
ANDERSON ST.							
S1	100+29.77	RT-12.2	6X6 AS	855.73	850.78	4.95	[1]; FP
S1-A	100+30.14	RT-27.9	H INLET	855.70	852.61	3.09	FP; w/ R-3067-7004-V
S1-B	100+38.15	RT-27.9	H INLET	855.80	852.90	2.90	FP; w/ R-3067-7004-V
S1-C	100+30.60	LT-24.4	H INLET	855.78	852.71	3.07	FP; w/ R-3067-7004-V
S1-D	100+38.62	LT-24.4	H INLET	855.87	853.00	2.87	FP; w/ R-3067-7004-V
S2	101+82.36	RT-27.8	3X3 AS	857.40	852.30	5.10	w/ R-3067-7004-V
S3	104+82.13	RT-27.6	3X3 AS	860.56	853.80	6.76	w/ R-3067-7004-V
S4	106+83.24	RT-34.0	3X3 AS	861.71	854.85	6.86	[4]; FP; w/ R-3067-7004-V
S5	107+61.96	RT-35.5	H INLET	862.24	858.00	4.24	FP; w/ R-3067-7004-V
S6	107+69.31	RT-35.6	H INLET	862.31	858.29	4.02	[4]; w/ R-3067-7004-V
S7	107+08.43	RT-55.3	3X3 AS	861.94	855.28	6.66	w/ R-3067-7004-V
S8	107+35.96	RT-55.6	H INLET	862.13	855.44	6.69	*FP; w/ R-3067-7004-V
*S9	*107+70.11	*RT-53.7	*H INLET	863.14	*858.21	*4.93	*FP; w/ R-1878-B7G
S10	105+49.31	LT-24.6	H INLET	860.68	858.25	2.43	[2]; FP; w/ R-3067-7004-V
S11	114+06.72	RT-36.7	H INLET	866.94	863.21	3.73	w/ R-3067-7004-V
T1	114+45.90	RT-40.5	TAP	-	863.00	-	TAP EX IN 6231-027

REMOVE STORM PIPES

PIPE NO.	FROM (DISCH.)	TO (INLET)	PIPE LGTH (FT)	PAID (Y/N)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
ANDERSON ST.								
RP1	AS 6231-013	IN 6231-018	12	N	-	12"	RCP	-
RP2	AS 6231-013	IN 6231-017	35	N	-	15"	RCP	-
RP3	IN 6231-025	IN 6231-026	10	Y	6	12"	RCP	-
RP4	IN 6231-026	PVT	31	Y	22	12"	PVC	-

ABANDON STORM PIPES

FROM (DISCH.)	TO (INLET)	PIPE LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
ANDERSON ST.					
TAP	IN 6231-021	36	12"	RCP	[3]
AS 6231-005	IN 6231-023	39	18"	RCP	[3]
IN 6231-023	IN 6231-024	30	12"	RCP	[3]
AS 6231-005	IN 6231-025	26	12"	RCP	[3]

ADJUST STORM STRUCTURE RIMS

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	PROP. RIM ELEV.	ADJ. HEIGHT	NOTES
ANDERSON ST.						
AS6231-005	107+38.46	RT-6.0	861.92	862.05	0.13	-
IN6231-006	107+72.58	LT-31.4	861.78	861.78	0.00	-
IN6231-007	107+62.46	LT-30.7	861.64	861.64	0.00	-

SPECIFIC NOTES:

- [1] SET STRUCTURE INVERT AS SHOWN FOR S1 TO ACCOMMODATE FUTURE OUTLET PIPE TO WEST
- [2] SADDLED H INLET
- [3] ABANDON WITH PIPE PLUG (BID ITEM 20336)
- [4] PRIVATE STORM RECONNECT TYPE 1

STANDARD NOTES:

- PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- KOR N SEAL BOOTS OR EQUIVALENT SHALL BE USED FOR ALL PIPE CONNECTIONS TO PRECAST INLETS. IN ADDITION, KOR N SEAL BOOTS SHALL BE REQUIRED FOR ANY TYPE II PIPE CONNECTIONS TO SAS STORM STRUCTURES. CONCRETE COLLARS OR KOR N SEAL MAY BE USED FOR ANY RCP OR HERCP CONNECTIONS TO SAS STORM STRUCTURES.
- ALL REBAR FOR FIELD POURED STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.

PROPOSED STORM PIPES

PIPE NO.	FROM (DISCH.)	TO (INLET)	DISCH. E.I.	INLET E.I.	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	PIPE TYPE	NOTES
ANDERSON ST.									
P1-A	S1	S1-A	852.53	852.61	15.8	0.51%	15"	TYPE I	-
P1-B	S1-A	S1-B	852.86	852.90	8.0	0.50%	12"	TYPE I	-
P1-C	S1	S1-C	852.53	852.71	36.5	0.50%	15"	TYPE I	-
P1-D	S1-C	S1-D	852.96	853.00	8.0	0.50%	12"	TYPE I	-
P1	S1	S2	851.53	852.30	153.4	0.50%	27"	TYPE I	-
P2	S2	S3	852.30	853.80	299.8	0.50%	27"	TYPE I	-
P3	S3	S4	853.80	854.85	210.2	0.50%	27"	TYPE I	-
P4	S4	S5	855.85	858.00	85.1	2.53%	15"	TYPE I	-
P5	S5	S6	858.25	858.29	8.0	0.50%	12"	TYPE I	-
P6	S4	S7	855.10	855.28	35.1	0.51%	24"	TYPE I	-
P7	S7	S8	855.28	855.44	31.2	0.51%	24"	TYPE I	-
P8	S8	S9	855.94	*858.21	*37.1	*6.12%	15"	TYPE I	-
P9	IN 6231-027	*S11	863.00	863.21	41.2	0.51%	12"	TYPE I	-

REMOVE STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	ID NO.
ANDERSON ST.				
R-1	100+30.0	RT-11.6	3X3 AS	AS 6231-013
R-2	100+30.3	RT-24.1	H INLET	IN 6231-018
R-3	100+31.0	LT-23.1	H INLET	IN 6231-017
R-4	106+83.9	RT-25.8	H INLET	IN 6231-021
R-5	107+35.5	RT-45.1	H INLET	IN 6231-023
R-6	107+08.0	RT-45.3	H INLET	IN 6231-024
R-7	107+50.7	RT-28.5	H INLET	IN 6231-025
R-8	107+59.9	RT-28.8	H INLET	IN 6231-026

COMPLETED UTILITY LINE OPENINGS (ULO)

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
1	100+30	LT-14.7	GAS	849.05	12" STEEL
2	100+39	LT-23.6	GAS	849.88	6" STEEL
3	105+66	LT-14.0	GAS	855.04	12" STEEL
4	106+98	RT-18.7	GAS	855.07	6" STEEL
5	107+27	RT-23.9	GAS	856.49	12" STEEL
6	107+48	RT-33.1	GAS	856.71	12" STEEL
7	107+53	RT-20.7	GAS	854.32	12" STEEL

UTILITY LINE OPENINGS (ULO)

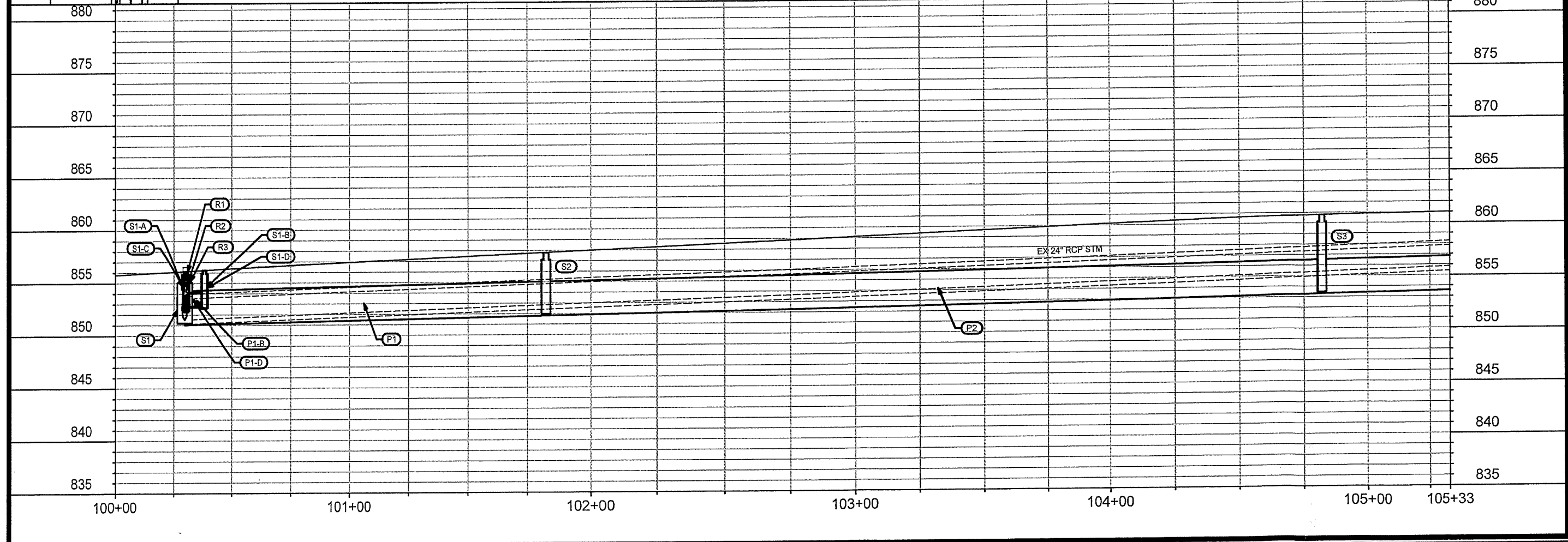
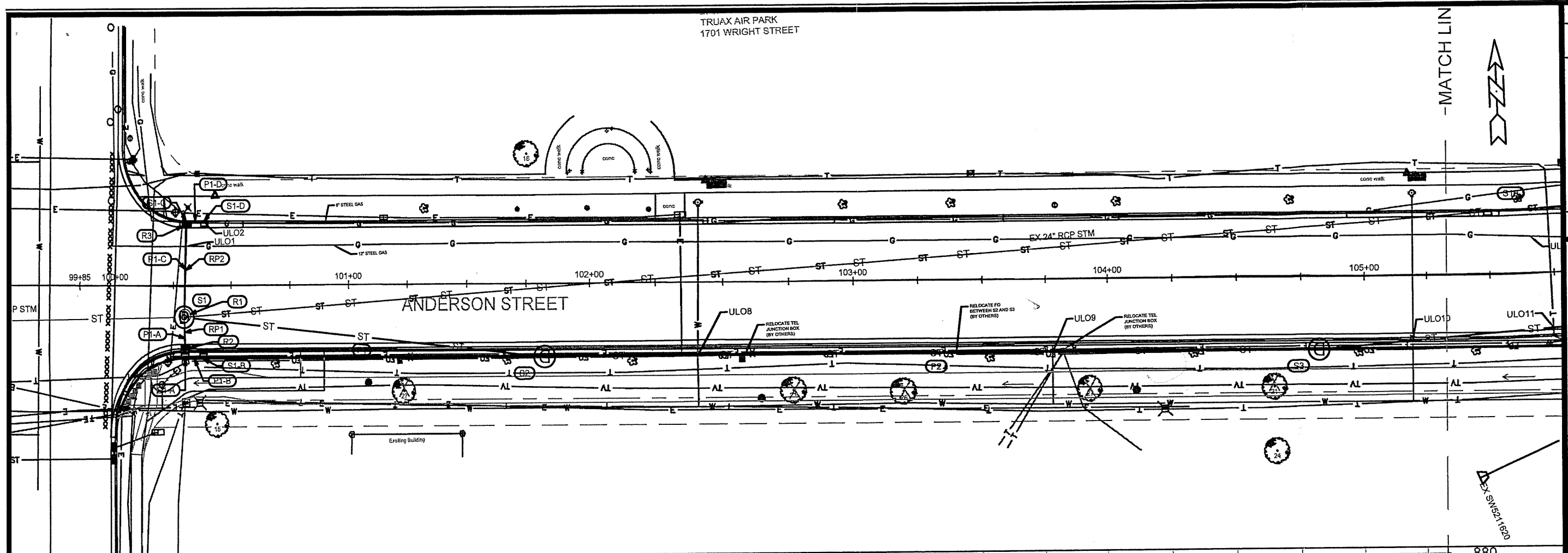
ULO NO.	STATION	OFFSET	TYPE	NOTES
8	102+40.8	RT-27.8	WATER	-
9	103+77.5	RT-27.4	WATER	-
10	105+19.0	RT-24.2	WATER	-
11	105+72.8	RT-20.7	TEL	-
12	105+90.0	RT-20.9	TEL	-
13	106+81.0	RT-34.5	FO	-
14	106+82.8	RT-37.8	TEL	-
15	107+09.4	RT-51.6	TV	-
16	107+10.1	RT-56.0	TEL	-

- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS'S.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT MATT ALLIE OF CITY ENGINEERING AT (608) 266-4058 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608) 264-9275, OR EMAIL SHOP DRAWINGS TO MALLIE@CITYOFMADISON.COM.

Revision

TRUAX AIR PARK
1701 WRIGHT STREET

-MATCH LIN



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10225		11/13/20	U-1

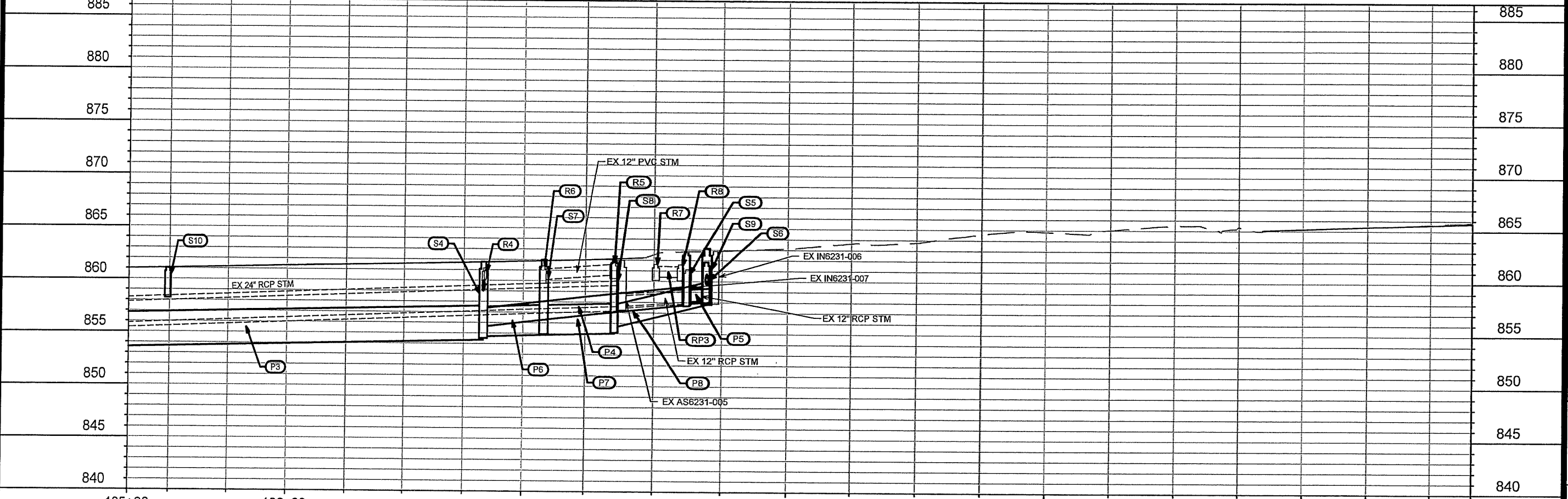
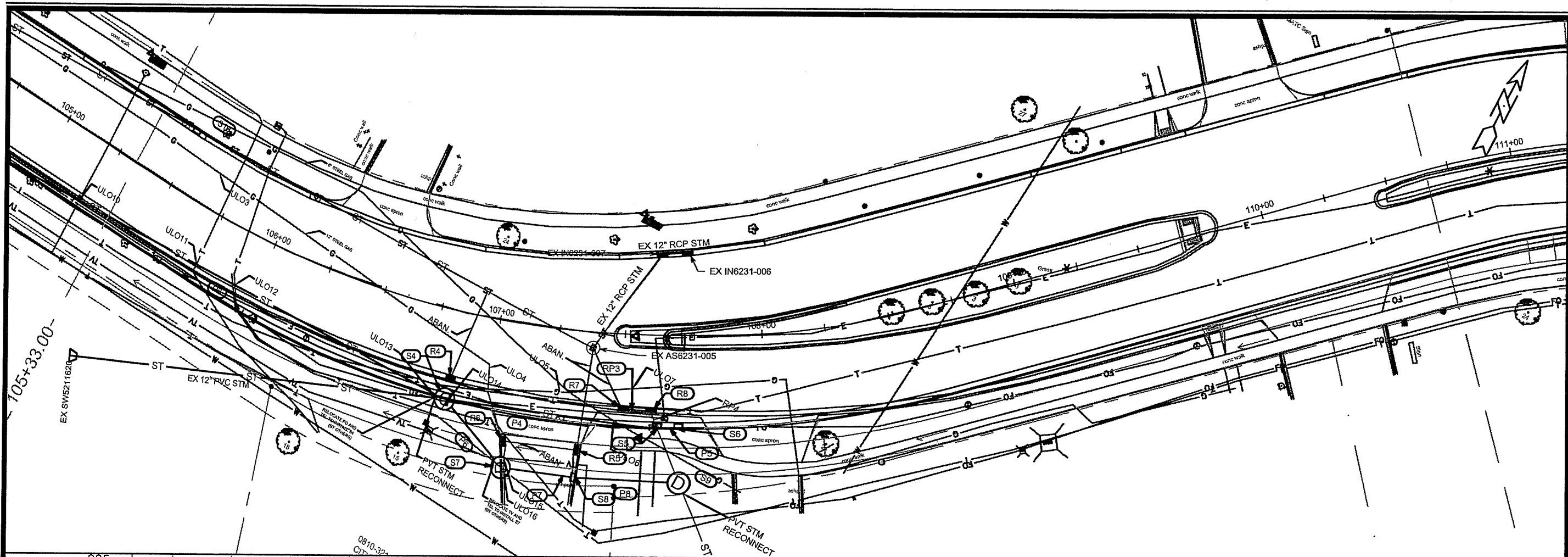
10225
MADISON, WI
CONTRACT NO: 8506

UTILITY PLAN & PROFILE
ANDERSON STREET RESURFACING ASSESSMENT DISTRICT-2020
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10225
U-1

DRG 10/1/20



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10225	Designed By: MAA	Date: 4/16/2020 11:30 AM	Scale: 1" = 40'
U-2			

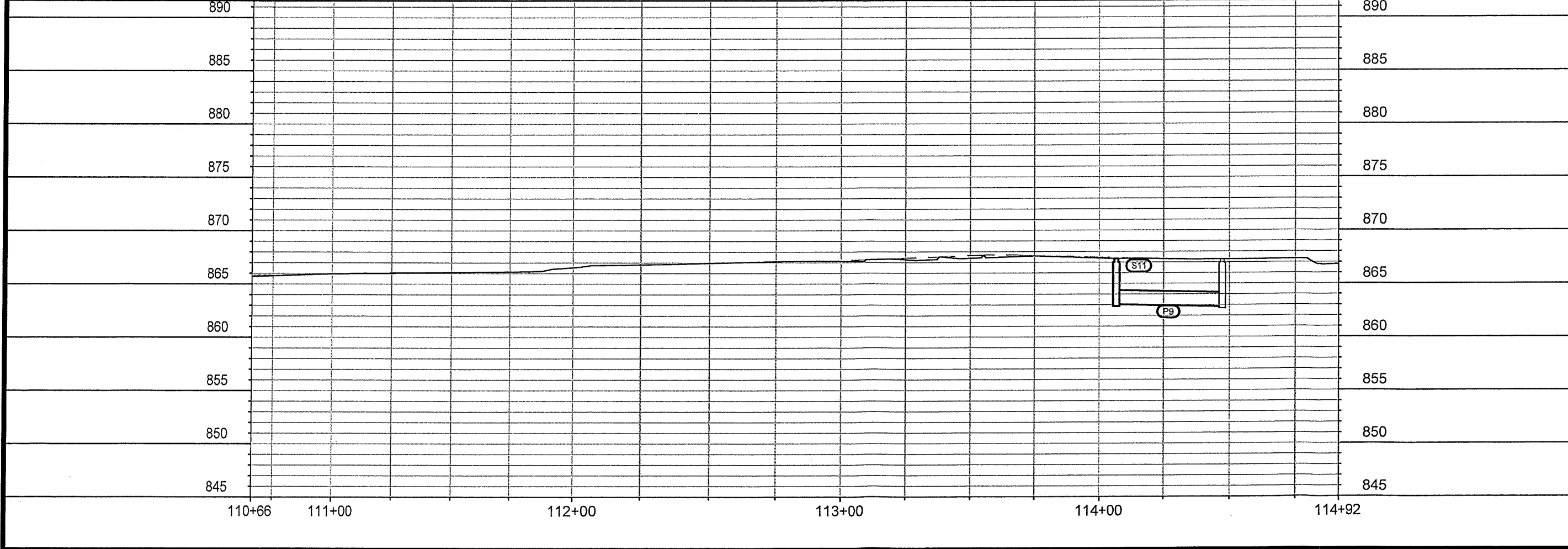
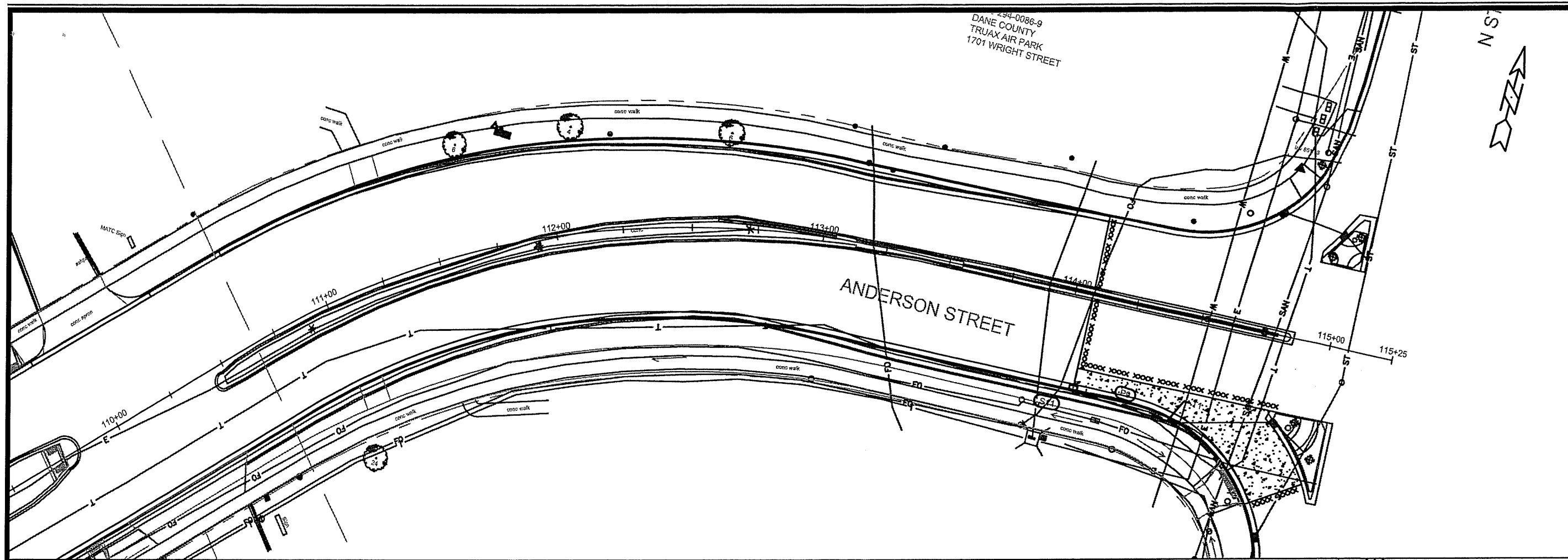
10225
 MADISON, WI
 CONTRACT NO: 8506


UTILITY PLAN & PROFILE
 ANDERSON STREET RESURFACING ASSESSMENT DISTRICT-2020
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10225
 U-2

ORIGINAL



10225	10225	U-3
ANDERSON STREET RESURFACING ASSESSMENT DISTRICT-2020	MADISON, WI	8506
CONTRACT NO: 8506		
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10225		
U-3		

ORIGINAL

STORM SEWER SCHEDULE

ANDERSON ST. RESURFACING PROJECT NO. 10225	SHEET NO. U-4
STORM SEWER SCHEDULE	
CITY OF MADISON	

ORIGINAL

PROPOSED STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	TOP OF CASTING	E.I.	DEPTH	NOTES
ANDERSON ST.							
S1	100+29.77	RT-12.2	6X6 AS	855.73	850.78	4.95	[1]; FP
S1-A	100+30.14	RT-27.9	H INLET	855.70	852.61	3.09	FP; w/ R-3067-7004-V
S1-B	100+38.15	RT-27.9	H INLET	855.80	852.90	2.90	FP; w/ R-3067-7004-V
S1-C	100+30.60	LT-24.4	H INLET	855.78	852.71	3.07	FP; w/ R-3067-7004-V
S1-D	100+38.62	LT-24.4	H INLET	855.87	853.00	2.87	FP; w/ R-3067-7004-V
S2	101+82.36	RT-27.8	3X3 AS	857.40	852.30	5.10	w/ R-3067-7004-V
S3	104+82.13	RT-27.6	3X3 AS	860.56	853.80	6.76	w/ R-3067-7004-V
S4	106+83.24	RT-34.0	3X3 AS	861.71	854.85	6.86	[4]; FP; w/ R-3067-7004-V
S5	107+61.96	RT-35.5	H INLET	862.24	858.00	4.24	FP; w/ R-3067-7004-V
S6	107+69.31	RT-35.6	H INLET	862.31	858.29	4.02	[4]; w/ R-3067-7004-V
S7	107+08.43	RT-55.3	3X3 AS	861.94	855.28	6.66	w/ R-3067-7004-V
S8	107+35.96	RT-55.6	H INLET	862.13	855.44	6.69	w/ R-3067-7004-V
S9	107+69.54	RT-56.0	3X3 AS	863.14	858.13	5.01	w/ R-1550-0054
S10	105+49.31	LT-24.6	H INLET	860.68	858.25	2.43	[2]; FP; w/ R-3067-7004-V
S11	114+06.72	RT-36.7	H INLET	866.94	863.21	3.73	w/ R-3067-7004-V
T1	114+45.90	RT-40.5	TAP	-	863.00	-	TAP EX IN 6231-027

REMOVE STORM PIPES

PIPE NO.	FROM (DISCH.)	TO (INLET)	PIPE LGTH (FT)	PAID (Y/N)	PAY LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
ANDERSON ST.								
RP1	AS 6231-013	IN 6231-018	12	N	-	12"	RCP	-
RP2	AS 6231-013	IN 6231-017	35	N	-	15"	RCP	-
RP3	IN 6231-025	IN 6231-026	10	Y	6	12"	RCP	-
RP4	IN 6231-026	PVT	31	Y	22	12"	PVC	-

ABANDON STORM PIPES

FROM (DISCH.)	TO (INLET)	PIPE LGTH (FT)	PIPE SIZE	PIPE TYPE	NOTES
ANDERSON ST.					
TAP	IN 6231-021	36	12"	RCP	[3]
AS 6231-005	IN 6231-023	39	18"	RCP	[3]
IN 6231-023	IN 6231-024	30	12"	RCP	[3]
AS 6231-005	IN 6231-025	26	12"	RCP	[3]

ADJUST STORM STRUCTURE RIMS

SAS NO.	STATION	LOCATION (OFFSET)	TOP OF CASTING	PROP. RIM ELEV.	ADJ. HEIGHT	NOTES
ANDERSON ST.						
AS6231-005	107+38.46	RT-6.0	861.92	862.05	0.13	-
IN6231-006	107+72.58	LT-31.4	861.78	861.78	0.00	-
IN6231-007	107+62.46	LT-30.7	861.64	861.64	0.00	-

SPECIFIC NOTES:

- [1] SET STRUCTURE INVERT AS SHOWN FOR S1 TO ACCOMMODATE FUTURE OUTLET PIPE TO WEST
- [2] SADDLED H INLET
- [3] ABANDON WITH PIPE PLUG (BID ITEM 20336)
- [4] PRIVATE STORM RECONNECT TYPE 1

STANDARD NOTES:

- PLAN LENGTH (PAY LENGTH) IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTH IS ACTUAL LENGTH OF PIPE FROM STRUCTURE WALL TO STRUCTURE WALL. SLOPE CALCULATED USING PIPE LENGTH.
- KOR N SEAL BOOTS OR EQUIVALENT SHALL BE USED FOR ALL PIPE CONNECTIONS TO PRECAST INLETS. IN ADDITION, KOR N SEAL BOOTS SHALL BE REQUIRED FOR ANY TYPE II PIPE CONNECTIONS TO SAS STORM STRUCTURES. CONCRETE COLLARS OR KOR N SEAL MAY BE USED FOR ANY RCP OR HERCP CONNECTIONS TO SAS STORM STRUCTURES.
- ALL REBAR FOR FIELD POURED STRUCTURES SHALL BE EPOXY COATED. ANY EXPOSED STEEL SHALL BE TOUCHED UP OR RECOATED PRIOR TO USE.
- ALL FIELD POURED SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.3. ALL PRECAST SAS STORM STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DETAIL DRAWING 5.7.5.

PROPOSED STORM PIPES

PIPE NO.	FROM (DISCH.)	TO (INLET)	DISCH. E.I.	INLET E.I.	PIPE LGTH (FT)	SLOPE (%)	PIPE SIZE	PIPE TYPE	NOTES
ANDERSON ST.									
P1-A	S1	S1-A	852.53	852.61	15.8	0.51%	15"	TYPE I	-
P1-B	S1-A	S1-B	852.86	852.90	8.0	0.50%	12"	TYPE I	-
P1-C	S1	S1-C	852.53	852.71	36.5	0.50%	15"	TYPE I	-
P1-D	S1-C	S1-D	852.96	853.00	8.0	0.50%	12"	TYPE I	-
P1	S1	S2	851.53	852.30	153.4	0.50%	27"	TYPE I	-
P2	S2	S3	852.30	853.80	299.8	0.50%	27"	TYPE I	-
P3	S3	S4	853.80	854.85	210.2	0.50%	27"	TYPE I	-
P4	S4	S5	855.85	858.00	85.1	2.53%	15"	TYPE I	-
P5	S5	S6	858.25	858.29	8.0	0.50%	12"	TYPE I	-
P6	S4	S7	855.10	855.28	35.1	0.51%	24"	TYPE I	-
P7	S7	S8	855.28	855.44	31.2	0.51%	24"	TYPE I	-
P8	S8	S9	855.94	858.13	38.0	5.76%	15"	TYPE I	-
P9	IN 6231-027	S10	863.00	863.21	41.2	0.51%	12"	TYPE I	-

REMOVE STORM STRUCTURES

STRUC. NO.	STATION	LOCATION (OFFSET)	TYPE	ID NO.
ANDERSON ST.				
R-1	100+30.0	RT-11.6	3X3 AS	AS 6231-013
R-2	100+30.3	RT-24.1	H INLET	IN 6231-018
R-3	100+31.0	LT-23.1	H INLET	IN 6231-017
R-4	106+83.9	RT-25.8	H INLET	IN 6231-021
R-5	107+35.5	RT-45.1	H INLET	IN 6231-023
R-6	107+08.0	RT-45.3	H INLET	IN 6231-024
R-7	107+50.7	RT-28.5	H INLET	IN 6231-025
R-8	107+59.9	RT-28.8	H INLET	IN 6231-026

COMPLETED UTILITY LINE OPENINGS (ULO)

ULO NO.	STATION	LOCATION (OFFSET)	TYPE	TOP ELEV.	NOTES
1	100+30	LT-14.7	GAS	849.05	12" STEEL
2	100+39	LT-23.6	GAS	849.88	6" STEEL
3	105+66	LT-14.0	GAS	855.04	12" STEEL
4	106+98	RT-18.7	GAS	855.07	6" STEEL
5	107+27	RT-23.9	GAS	856.49	12" STEEL
6	107+48	RT-33.1	GAS	856.71	12" STEEL
7	107+53	RT-20.7	GAS	854.32	12" STEEL

UTILITY LINE OPENINGS (ULO)

ULO NO.	STATION	OFFSET	TYPE	NOTES
8	102+40.8	RT-27.8	WATER	-
9	103+77.5	RT-27.4	WATER	-
10	105+19.0	RT-24.2	WATER	-
11	105+72.8	RT-20.7	TEL	-
12	105+90.0	RT-20.9	TEL	-
13	106+81.0	RT-34.5	FO	-
14	106+82.8	RT-37.8	TEL	-
15	107+09.4	RT-51.6	TV	-
16	107+10.1	RT-56.0	TEL	-

- ABBREVIATIONS: AE = APRON ENDWALL; RCP = REINFORCED CONCRETE PIPE; HERCP = HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE; DNA = DOES NOT APPLY; SAS = SEWER ACCESS STRUCTURE; LP = LOW POINT INLET STRUCTURE; FP = FIELD POURED STRUCTURE; TR = TOP OF CONCRETE ROOF; NCM = NO CROWN MATCH FOR PIPES; UD = UNDERDRAIN
- APPROXIMATE DISCHARGE E.I. GIVEN, ADJUST E.I. AND PIPE SLOPE IN THE FIELD.
- TOP OF CASTING GRADE GIVEN IS THE TOP OF CURB FOR INLET STRUCTURES AND THE FLOWLINE OF THE CLOSED CASTING FOR SAS's.
- ALL REINFORCED CONCRETE PIPES TO BE CLASS III UNLESS OTHERWISE NOTED.
- SURVEYOR TO CONFIRM THAT ALL INLET STATION / OFFSETS LINE UP WITH PROPOSED CURB AND GUTTER.
- ALL STRUCTURES CALLED OUT AS FIELD POURED SHALL BE FIELD POURED. ALL OTHER STRUCTURES (NOT INDICATED AS FIELD POURED) SHALL BE SUBMITTED TO CITY ENGINEERING FOR APPROVAL IF PRECAST STRUCTURES ARE PREFERRED. CONTACT MATT ALLIE OF CITY ENGINEERING AT (608) 266-4058 FOR PRECAST APPROVALS, FAX SHOP DRAWINGS TO (608) 264-9275, OR EMAIL SHOP DRAWINGS TO MALLIE@CITYOFMADISON.COM.

SECTION E: BIDDERS ACKNOWLEDGEMENT

**ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8506**

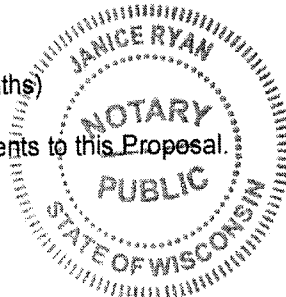
Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication 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. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5.
(IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

[Signature]
 SIGNATURE
PM
 TITLE, IF ANY

Sworn and subscribed to before me this
30th day of April, 2020.

[Signature]
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 10/21/21
 Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8506 – 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

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8506

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

Company: Speedway Sand & Gravel Inc.
Address: 8500 Greenway Blvd Suite 202, Middleton, WI 53562
Telephone Number: 608-836-1071 Fax Number: 608-836-7485
Contact Person/Title: Dustin Bittner, PM

Prime Bidder Certification

I, Dustin Bittner, Project Manager of
Name Title
Speedway Sand & Gravel Inc. certify that the information
Company

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

Jessica Ryan
Witness Signature

Dustin Bittner
Bidder's Signature

April 30, 2020
Date

**ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8506**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	12% of Total Bid Amount	
			%
JR's Construction & Landscaping	- EC and Landscaping	2.58	%
			%
Schlobohm Trucking	- Hauling	6.86	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
Subtotal SBE who are NOT suppliers:		<u>9.44</u>	%

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
			%
			%
			%
			%
			%
			%
			%
Subtotal Contractors who are suppliers:		_____ % x 0.6 = _____	% (discounted to 60%)
Total Percentage of SBE Utilization:		<u>9.44</u>	%.

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8506
DATE: 4/30/20

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page			
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,000.00	\$5,000.00
10720.0 - TRAFFIC CONTROL SIGN - PORTABLE ARROW BOARD - DAYS	100.00	\$30.00	\$3,000.00
10721.0 - PORTABLE CHANGEABLE MESSAGE BOARD - DAYS	28.00	\$60.00	\$1,680.00
10801.0 - ROOT CUTTING - CURB AND GUTTER - L.F.	18.00	\$0.01	\$0.18
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	18.00	\$0.01	\$0.18
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$27,460.00	\$27,460.00
20101.0 - EXCAVATION CUT - C.Y.	4035.00	\$18.80	\$75,858.00
20130.0 - UNDERDRAIN - L.F.	114.00	\$14.75	\$1,681.50
20140.0 - GEOTEXTILE FABRIC TYPE SAS (NON-WOVEN) - S.Y.	123.00	\$4.50	\$553.50
20219.0 - BREAKER RUN - TON	793.00	\$16.75	\$13,282.75
20221.0 - TOPSOIL - S.Y.	1426.00	\$6.50	\$9,269.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	155.00	\$4.00	\$620.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	2441.00	\$2.75	\$6,712.75
20323.0 - REMOVE CONCRETE SIDEWALK AND DRIVE - S.F.	7379.00	\$3.00	\$22,137.00
20401.0 - CLEARING - I.D.	150.00	\$22.90	\$3,435.00
20406.0 - GRUBBING - I.D.	150.00	\$22.90	\$3,435.00
20701.0 - TERRACE SEEDING - S.Y.	1426.00	\$2.00	\$2,852.00
21063.0 - EROSION MATTING, CLASS I, TYPE A- ORGANIC - S.Y.	1426.00	\$2.50	\$3,565.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	2283.00	\$18.10	\$41,322.30
30205.0 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	79.00	\$26.90	\$2,125.10
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	15.00	\$34.60	\$519.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	248.00	\$4.95	\$1,227.60
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	2583.00	\$5.70	\$14,723.10
30311.0 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	57.00	\$8.15	\$464.55
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	80.00	\$44.00	\$3,520.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	1921.00	\$17.40	\$33,425.40
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	3020.00	\$14.45	\$43,639.00
40202.0 - HMA PAVEMENT 4 LT 58-28 S - TON	292.00	\$68.25	\$19,929.00
40203.0 - HMA PAVEMENT 3 MT 58-28 S - TON	1735.00	\$56.35	\$97,767.25
40204.0 - HMA PAVEMENT 4 MT 58-28 S - TON	991.00	\$63.50	\$62,928.50
40218.0 - TACK COAT - GAL	580.00	\$1.50	\$870.00
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	50.00	\$16.00	\$800.00
40311.0 - PULVERIZE AND SHAPE - S.Y.	2923.00	\$5.10	\$14,907.30
40411.0 - CONCRETE PAVEMENT RECONSTRUCTION - S.Y.	136.00	\$95.50	\$12,988.00
60800.0 - PAVEMENT MARKING EPOXY, LINE, 4-INCH - L.F.	500.00	\$0.65	\$325.00
60801.0 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	1100.00	\$1.50	\$1,650.00
60802.0 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	2300.00	\$1.30	\$2,990.00
60803.0 - PAVEMENT MARKING EPOXY, LINE, 8-INCH - L.F.	450.00	\$2.60	\$1,170.00
60806.0 - PAVEMENT MARKING EPOXY, RADIUS LINE, 6-INCH - L.F.	200.00	\$1.30	\$260.00
60814.0 - PAVEMENT MARKING EPOXY, CROSSWALK, 12-INCH - L.F.	150.00	\$11.00	\$1,650.00
60816.0 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	260.00	\$13.00	\$3,380.00

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8506

DATE: 4/30/20

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
60818.0 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	30.00	\$15.00	\$450.00
60823.0 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE - EACH	2.00	\$110.00	\$220.00
60829.0 - PAVEMENT MARKING EPOXY, SYMBOL, LEFT ARROW - EACH	2.00	\$220.00	\$440.00
60830.0 - PAVEMENT MARKING EPOXY, SYMBOL, RIGHT ARROW - EACH	2.00	\$220.00	\$440.00
60831.0 - PAVEMENT MARKING EPOXY, SYMBOL, STRAIGHT ARROW - EACH	2.00	\$215.00	\$430.00
60834.0 - PAVEMENT MARKING EPOXY, WORD, ONLY - EACH	3.00	\$230.00	\$690.00
60881.0 - PAVEMENT MARKING REMOVAL, 6-INCH - L.F.	100.00	\$2.50	\$250.00
60883.0 - PAVEMENT MARKING REMOVAL, 12-INCH - L.F.	50.00	\$4.50	\$225.00
60884.0 - PAVEMENT MARKING REMOVAL, 18-INCH - L.F.	200.00	\$5.00	\$1,000.00
60900.0 - TEMPORARY PAVEMENT MARKING PAINT, LINE, 4-INCH - L.F.	200.00	\$0.30	\$60.00
60901.0 - TEMPORARY PAVEMENT MARKING PAINT, DOUBLE LINE, 4-INCH - L.F.	500.00	\$0.50	\$250.00
60915.0 - TEMPORARY PAVEMENT MARKING PAINT, STOP LINE, 24-INCH - L.F.	50.00	\$6.00	\$300.00
60926.0 - TEMPORARY PAVEMENT MARKING PAINT, SYMBOL, STRAIGHT & LEFT ARROW - EACH	4.00	\$100.00	\$400.00
60970.0 - TEMPORARY PAVEMENT MARKING TAPE, REMOVABLE, LINE, 4-INCH - L.F.	100.00	\$1.00	\$100.00
70041.0 - RELOCATE HYDRANT - EACH	1.00	\$3,650.00	\$3,650.00
90000.0 - MAINTAIN DRIVEWAY ACCESS - EACH	5.00	\$400.00	\$2,000.00
90001.0 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	200.00	\$18.00	\$3,600.00
90003.0 - TEMPORARY BUS STOP - EACH	4.00	\$1,500.00	\$6,000.00
90004.0 - FLEXIBLE TUBULAR MARKER POSTS - EACH	40.00	\$17.00	\$680.00
90005.0 - FLEXIBLE TUBULAR MARKER BASES - EACH	40.00	\$4.50	\$180.00
20217.0 - CLEAR STONE - TON	740.00	\$5.00	\$3,700.00
21002.0 - EROSION CONTROL INSPECTION - EACH	8.00	\$50.00	\$400.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	2.00	\$250.00	\$500.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	4.00	\$260.00	\$1,040.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$4,500.00	\$4,500.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	12.00	\$50.00	\$600.00
21049.0 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	29.00	\$280.00	\$8,120.00
21050.0 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	29.00	\$65.00	\$1,885.00
21051.0 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	29.00	\$25.00	\$725.00
50401.0 - 12 INCH TYPE I RCP STORM SEWER PIPE - L.F.	65.00	\$108.05	\$7,023.25
50741.0 - TYPE H INLET - EACH	9.00	\$2,110.00	\$18,990.00
20311.0 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	1.00	\$1,500.00	\$1,500.00
20313.0 - REMOVE INLET - EACH	7.00	\$600.00	\$4,200.00
20314.0 - REMOVE PIPE (STORM) - L.F.	28.00	\$30.00	\$840.00
20336.0 - PIPE PLUG - EACH	4.00	\$350.00	\$1,400.00
50211.0 - SELECT BACKFILL FOR STORM SEWER - T.F.	970.00	\$0.01	\$9.70
50227.0 - UTILITY TRENCH PATCH TYPE IV - T.F.	22.00	\$10.00	\$220.00
50402.0 - 15 INCH TYPE I RCP STORM SEWER PIPE - L.F.	176.00	\$109.60	\$19,289.60
50405.0 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	66.00	\$138.50	\$9,141.00
50406.0 - 27 INCH TYPE I RCP STORM SEWER PIPE - L.F.	663.00	\$146.60	\$97,195.80
50723.0 - 3'X3' STORM SAS - EACH	5.00	\$3,685.00	\$18,425.00
50726.0 - 6'X6' STORM SAS - EACH	1.00	\$6,930.00	\$6,930.00
50792.0 - STORM SEWER TAP - EACH	1.00	\$1,150.00	\$1,150.00
50793.0 - PRIVATE STORM SEWER RECONNECT, TYPE 1 - EACH	2.00	\$1,150.00	\$2,300.00
70002.0 - FURNISH AND INSTALL 6" PIPE AND FITTINGS - L.F.	40.00	\$104.10	\$4,164.00

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020

CONTRACT NO. 8506

DATE: 4/30/20

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
70080.0 - CUT IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	2.00	\$2,660.00	\$5,320.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	32.00	\$13.00	\$416.00
60222.0 - FURNISH & INSTALL 3-INCH PVC (SCHEDULE 80) CONDUIT - L.F.	39.00	\$10.00	\$390.00
60407.0 - CONSTRUCT LB-8 BASE - EACH	2.00	\$1,400.00	\$2,800.00
60411.0 - CONSTRUCT TYPE "G" BASE - EACH	2.00	\$850.00	\$1,700.00
60423.0 - REMOVE TRAFFIC SIGNAL BASE - EACH	2.00	\$375.00	\$750.00
60706.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE V - EACH	1.00	\$1,400.00	\$1,400.00
60230.0 - FURNISH & INSTALL 2-INCH PVC (SCHEDULE 80) CONDUIT - L.F.	27.00	\$10.50	\$283.50
60241.0 - GOPHER RACEWAY FOR ELECTRICAL CONDUIT OR CABLE-IN- DUCT - L.F.	38.00	\$80.00	\$3,040.00
60403.0 - CONSTRUCT LB-3 BASE - EACH	6.00	\$1,150.00	\$6,900.00
60427.0 - REMOVE ELECTRICAL HANDHOLE - EACH	2.00	\$200.00	\$400.00
90002.0 - MAINTAIN STREET LIGHTS AND SUPPORT STRUCTURES FOR TEMPORARY TRAFFIC SIGNALS - LUMP SUM	1.00	\$13,000.00	\$13,000.00
50801.0 - UTILITY LINE OPENING (ULO) - EACH	15.00	\$300.00	\$4,500.00
60224.0 - FURNISH & INSTALL 3-INCH PVC (SCHEDULE 40) CONDUIT - L.F.	120.00	\$9.00	\$1,080.00
60232.0 - FURNISH & INSTALL 2-INCH PVC (SCHEDULE 40) CONDUIT - L.F.	892.00	\$7.50	\$6,690.00
60261.0 - ELECTRICAL TRENCH - L.F.	943.00	\$5.00	\$4,715.00
60421.0 - REMOVE STREET LIGHT BASE - EACH	7.00	\$375.00	\$2,625.00
60702.0 - CONSTRUCT ELECTRICAL HANDHOLE TYPE I - EACH	2.00	\$1,000.00	\$2,000.00
104 Items	Totals		\$836,745.81



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: *Janice Ryan*
SIGNATURE AND TITLE Corp Sec.

SURETY

Fidelity and Deposit Company of Maryland
COMPANY NAME AFFIX SEAL

November 11, 2019
DATE

By: *Nicole Stillings*
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

Nicole Stillings
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. 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 11th day of November, 2019.



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 20 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 19, 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:

ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020 CONTRACT NO. 8506

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 EIGHT HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED FORTY-FIVE AND 81/100 (\$836,745.81) 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 stated 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)(l), MGO as of the first time they seek or renew pre-qualification status on or after January 1, 2016. The City will monitor compliance of subcontractors through the pre-qualification process.

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

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

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

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

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

c. Exemptions: This section shall not apply when:

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

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

**ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8506**

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:

Tracy Hellenhand 5/20/20
Witness Date

Tracy Hellenhand 5/20/20
Witness Date

SPEEDWAY SAND & GRAVEL, INC.
Company Name

[Signature] 5/20/20
President Date

Janice Ryan 5/20/20
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature] 6/8/2020
Finance Director Date

[Signature] 6/9/2020
Witness Date

Thomas Lund 6/3/20
Witness Date

Michael Hoas _____
City Attorney Date

[Signature] 6/9/2020
Mayor Date

Shelby Hanwood for 6/3/2020
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 **EIGHT HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED FORTY-FIVE AND 81/100 (\$836,745.81)** 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:

**ANDERSON STREET RESURFACING ASSESSMENT DISTRICT - 2020
CONTRACT NO. 8506**

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 20th day of May, 2020

Countersigned:

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

Tracy Hellmuth
Witness

[Signature]
President Seal NA

Aurice Ryan
Secretary

Approved as to form:

Fidelity and Deposit Company of Maryland
Surety Seal

Michael Haas
City Attorney

Salary Employee Commission
By Nicole Stillings
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 20, 2020
Date

Nicole Stillings
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. 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, 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 20th day of May, 2020.



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