

Contract Routing Form

printed on: 01/12/2023

ROUTING: Routine

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

Project: S. Pinckney Street Assessment District - 2023

Contract No.: 8694  
Enactment No.: RES-23-00009  
Dollar Amount: 323,389.90

File No.: 74998  
Enactment Date: 01/06/2023

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	1-13-2023	1-13-2023
Director of Civil Rights	1-18-2023	1-18-2023
Risk Manager	1/23/23	1-23-23 mcl
Finance Director	1/23/2023	1/26/2023
City Attorney	1/26/23	1/26/23
Mayor	1/26/23	1/26/23

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

Original + 2 Copies

01/12/2023 16:16:23 enjls - Reid Stiteley 266-4093



## Legislation Details (With Text)

**File #:** 74998      **Version:** 1      **Name:** Awarding Public Works Contract No. 8694, S. Pinckney Street Assessment District - 2023.

**Type:** Resolution      **Status:** Passed

**File created:** 12/1/2022      **In control:** Engineering Division

**On agenda:** 1/3/2023      **Final action:** 1/3/2023

**Enactment date:** 1/6/2023      **Enactment #:** RES-23-00009

**Title:** Awarding Public Works Contract No. 8694, S. Pinckney Street Assessment District - 2023. (4th AD)

**Sponsors:** BOARD OF PUBLIC WORKS

**Indexes:**

**Code sections:**

**Attachments:** 1. 8694\_BidOpeningTab.pdf, 2. 8694 breakdown.pdf

Date	Ver.	Action By	Action	Result
1/3/2023	1	COMMON COUNCIL	Adopt	Pass
12/14/2022	1	BOARD OF PUBLIC WORKS		
12/1/2022	1	Engineering Division	Refer	

### Fiscal Note

The proposed resolution would award the contract for S. Pickney Street Assessment District - 2023 at an estimated cost of \$349,270 including contingency. Funding is available in MUNIS project 14216. No additional appropriation is required.

### Title

Awarding Public Works Contract No. 8694, S. Pinckney Street Assessment District - 2023. (4th AD)

### Body

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

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

See attached document (Contract No. 8694) for itemization of bids.

PROJECT

CONTRACTOR

AMOUNT OF BID

CONTRACT NO. 8694  
S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023

SPEEDWAY SAND & GRAVEL, INC.

\$ 323,389.90

Acct. No. 14216-402-170: 54410 (91396)	\$ 145,210.00
Contingency 8%±	<u>11,620.00</u>
Sub-Total	\$ 156,830.00

Acct. No. 14216-402-174: 54445 (91345)	\$ 17,775.00
Contingency 8%±	<u>1,425.00</u>
Sub-Total	\$ 19,200.00

Acct. No. 14216-84-174: 54445 (91345)	\$ 160,404.90
Contingency 8%±	<u>12,835.10</u>
Sub-Total	\$ 173,240.00

GRAND TOTAL	<u>\$ 349,270.00</u>
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## Demographics

**Company Name:** Fidelity and Deposit Company of Maryland  
**NAIC CoCode:** 39306  
**State of Domicile:** Illinois  
**Organization Type:** Stock

**Short Name:**  
**Country of Domicile:** United States  
**Date of Incorporation:** 03/18/1969

**SBS Company Number:** 54219634  
**Domicile Type:** Foreign  
**NAIC Group Number:** 212 - ZURICH INS GRP  
**Merger Flag:** No

## Address

<b>Business Address</b> 1299 Zurich Way Schaumburg, IL 60196 United States	<b>Mailing Address</b> 1299 Zurich Way Schaumburg, IL 60196 United States	<b>Statutory Home Office Address</b> 1299 Zurich Way Schaumburg, IL 60196 United States	<b>Main Administrative Office Address</b> 1299 Zurich Way Schaumburg, IL 60196 United States
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## Phone, Email, Website

**Phone**

**Email**  
No results found.

**Website**  
No results found.

## Company Type

Business Primary Phone (847) 605-6000

**Company Type:** Property and Casualty

**Company Type:**

**Articles of Incorporation Received:** No  
**Business Activities of Members:**

**Article No:**  
**COA Number:**

## Appointments

Show  entries

Showing 1 to 2 of 2 entries

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Casualty	04/22/2019	01/10/2022	03/15/2023
NICOLE STILLINGS	6966174	6966174	Intermediary (Agent) Individual	Property	04/22/2019	01/10/2022	03/15/2023

## 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 33 E MAIN ST STE 610 MADISON, WI United States County 53703

## Company Merger

No results found.

## Name Change History

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

\$323,389.90  
FILE COPY

BID OF SPEEDWAY SAND & GRAVEL, INC.

2022

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023

CONTRACT NO. 8694

MUNIS NO. 14216

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL  
MADISON, WISCONSIN ON JANUARY 3, 2023

CITY ENGINEERING DIVISION  
1600 EMIL STREET  
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

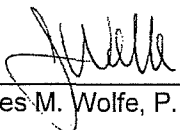
**S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8694**

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This Proposal, and Agreement have  
been prepared by:

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

  
\_\_\_\_\_  
James M. Wolfe, P.E., City Engineer

JMW: RS

## 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:	S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023
CONTRACT NO.:	8694
SBE GOAL	8%
BID BOND	5%
SBE PRE BID MEETING	See Pre Bid Meeting info below
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	NOVEMBER 22, 2022
BID SUBMISSION (2:00 P.M.)	DECEMBER 1, 2022
BID OPEN (2:30 P.M.)	DECEMBER 1, 2022
PUBLISHED IN WSJ	NOVEMBER 17 & 24, 2022

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 Tracy Lomax in Affirmative Action to count towards good faith efforts. Tracy can be reached at (608) 267-8634 or by email, TLomax@cityofmadison.com.

PREQUALIFICATION APPLICATION: Forms are available on our website, [www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified](http://www.cityofmadison.com/engineering/developers-contractors/contractors/how-to-get-prequalified). 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](http://www.bidexpress.com).

Bids may be submitted on line through Bid Express or in person at 1600 Emil St. 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 - 2022 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/engineering/developers-contractors/standard-specifications](http://www.cityofmadison.com/engineering/developers-contractors/standard-specifications).

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](http://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 DISCREPANCIES

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  Hydro Excavating  
 243  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](http://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](http://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](http://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](http://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

### S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8694

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 \$70,000 for a single trade contract; or equal to or greater than \$341,500 for a multi-trade contract pursuant to MGO 33.07(7).

#### **ARTICLE 104**      **SCOPE OF WORK**

The work under this contract shall include, but is not limited to, installation of storm sewer structures and pipes, curb and gutter, roadway base course, asphalt pavement, median island sidewalk, tree plantings with support system, artwork installation, and pavement markings.

The project limits for the work are on S. Pinckney St from E. Doty St to E. Wilson St.

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

#### **SECTION 105.12**      **COOPERATION BY THE CONTRACTOR**

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

It will be the responsibility of the Contractor to work with the utilities located in the right of way to resolve conflicts during the construction process and provide working area for installation of new facilities.

#### **EXISTING ITEMS TO REMAIN**

The Contractor shall use care around existing trees, plantings, walls, steps, utilities and any other structures or amenities that are indicated on the plans to remain. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2 prior to any removal.

The existing lower asphalt pavement layer, concrete curb and gutter adjacent to 216 S. Pinckney St, and underground parking structure were recently installed and shall remain as shown on the project plans. The approximate limits of the existing underground parking structure are located on the plans and the roof of the parking structure is located approximately 6 feet below existing grade. Excavation above the parking structure is expected for tree installations and terrace support system within proposed median island. Any excavation above the parking structure shall be limited to a maximum depth of 5 feet below existing grade and shall have a City Construction Inspector present.

MG&E has an existing temporary electrical transformer and controller cabinet located within the proposed terrace at STA 101+25 LT that is being used by the private development contractor (Mortenson) for the

adjacent private development project at 231 S. Pinckney St . These items are to remain during construction and coordination of work by the contractor with MG&E and Mortenson is expected for storm sewer installation.

### **ACCESS TO PROPERTIES**

The Contractor shall maintain pedestrian access to all properties within the project limits and shall maintain vehicle access to all commercial driveways within the project limits at all times.

### **COORDINATION WITH UTILITIES AND BUILDING CONTRACTOR**

Work under this contract will require coordination with private utility companies. The Contractor will be responsible for coordination and providing work space for any conflict resolution work that will need to be performed by the private utility companies, including any structure adjustments.

Existing utilities located within the project limits include:

MG&E Electric – contact Mark Bohm, 608-252-4730

MG&E Gas – contact Roger Ahles, 608-252-5682

MG&E has an existing temporary electrical transformer and controller cabinet located within the proposed terrace at STA 101+25 LT that is being used by the private development contractor (Mortenson) for the adjacent private development project at 231 S. Pinckney St . These items are to remain during construction and coordination of work by the contractor with MG&E and Mortenson is expected for storm sewer installation. Contact MG&E Electric at least 1 week prior to any excavation near temporary electric facilities to coordinate de-energization and work with private development.

Mortenson Construction – contact Josh Skogman, 414-254-3587

### **SECTION 107.6      DUST PROOFING**

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

### **SECTION 107.7      MAINTENANCE OF TRAFFIC**

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

S Pinckney St shall be closed to through traffic, but shall allow local access. All lanes of traffic shall be maintained on E Doty St at all times. E Wilson St may be reduced to one lane if needed for up to 10 calendar days on off peak times (Peak Hours: 7:00 a.m. to 8:30 a.m. and from 4:00 p.m. to 6:00 p.m on weekdays). Outside of this time period, W Wilson St shall be fully open to traffic.

Tim Sobota from Madison Metro shall be notified seven (7) days in advance of any bus stop relocation if necessary. Tim Sobota can be reached at (608) 261-4289.

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. Temporary pavement markings, tubular posts and bases and electronic message boards shall be paid for as separate bid items. Traffic control to install temporary or permanent pavement markings shall be included in the Traffic Control Lump Sum Bid Item.

Contractor shall supply all necessary mounting hardware and supports for signing. This shall also include covering and uncovering any conflicting overhead signs during the project. Contractor shall display all

signing so as to be easily viewed by all users. Contractor shall mount traffic control on posts or existing poles or drive posts whenever possible. Existing poles may be used with approval of Construction Engineer. Contractor shall inspect traffic control daily to ensure all traffic control remains in place during the project.

The traffic control plan may need to be altered as conditions change in the field or as unexpected conditions occur. This shall include relocating existing traffic control or providing additional traffic control. This should be considered incidental to providing traffic control for the project.

Type A warning lights shall be installed on all barricades used in the project per State of Wisconsin S.D.D. 15C2-4B. Contractor shall also place Type C warning lights on any barrels used to taper traffic or lane closures.

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

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

Maintain sidewalk at all times on one side of the street at all times and both sides whenever possible. When sidewalk must be closed for construction purposes, contractor shall ensure that sidewalk on opposite side of the street is open. Sidewalk closures shall be signed at the crosswalks prior to the closure. Sidewalk access to all businesses shall remain open from at least one end of a block at all times. Sidewalks shall be fully open during non-working hours except where necessary to enable sidewalk to cure. Maintaining Sidewalk is considered incidental to the contract.

Construction equipment and materials are not to be stored within the street right-of-way that is open to traffic during non-working hours.

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

[http://www.cityofmadison.com/business/pw/documents/guidelines\\_temporarynoparkingrestrictions.pdf](http://www.cityofmadison.com/business/pw/documents/guidelines_temporarynoparkingrestrictions.pdf)

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

Contact Ali Heinritz, City of Madison Traffic Engineering, at 608-267-1102 or [aheinritz@cityofmadison.com](mailto:aheinritz@cityofmadison.com) for questions on this spec.

## **SECTION 108.2      PERMITS**

The City of Madison has obtained a City of Madison Erosion Control Permit.

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

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

## **SECTION 109.2      PROSECUTION OF WORK**

The Contractor may begin work on **April 3, 2023**. All work shall be completed by the completion date of **June 3, 2023**.

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.

## **SECTION 210.1(d)      STREET SWEEPING**

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

## **ARTICLE 500      SEWER AND SEWER STRUCTURES GENERAL**

The sewer designer for the project is Kyle Frank. He may be contacted at (608) 266-4098 or [kfrank@cityofmadison.com](mailto:kfrank@cityofmadison.com).

### **STORM SEWER GENERAL**

Storm sewer pipe work shall include installing approximately 340 feet of new storm sewer of various sizes ranging from 21" to 24" diameter.

Reconnection of existing pipes at new or existing structures, or new pipes at new or existing structures, shall be considered to be part of the work required to construct the new structure or to construct the new sewer pipe and shall not be rewarded with additional compensation. However, if the structure being removed is larger than the new structure, thus requiring additional pipe, the new pipe shall be paid under the appropriate bid item and the connection of the old pipe to the new pipe shall be accomplished with a concrete collar.

Where a new structure is to be constructed at an existing pipe, it is expected that the Contractor shall saw 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.

Connection of new pipes to existing structures shall be accommodated with a Storm Sewer Tap – Bid Item 50792.

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

#### **BID ITEM 30342 – TREE GRATE 4' X 8' (INCLUDING FRAME)**

Prior to placement of the tree grate or Terrace Support System (paid separately), the Contractor shall coordinate with City Forestry to confirm the final locations of the grates. Contact City Forestry at 266-4816 a minimum of 1 week prior to placement of these items. Tree plantings shall occur at the direction of City Forestry.

All tree grates shall have a center opening of 18-inches. Contractor will be responsible for covering and protecting the tree grate openings until the trees are planted, backfilled, and tree guards are in place.

When the concrete pour adjacent to the tree grate is less 1 ft. between the grate and any construction or expansion joints, the Contractor shall install a 12 ft. #5 epoxy coated rebar within the narrow concrete area, parallel to the length of the tree grate. This bar, where used, is included with this item.

#### **BID ITEM 50801 – UTILITY LINE OPENING (ULO)**

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

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

#### **BID ITEM 90001 – TERRACE SUPPORT SYSTEM**

##### **DESCRIPTION**

This Bid Item shall include all work, materials, equipment and incidentals necessary to construction the Terrace Support System as shown on the plans, details, and as described in these Special Provisions.

The Contractor shall provide and install the Deeproot Silva Cells, GreenBlue Urban RootSpace, or approved equal, according to the manufacturer's requirements and per these Special Provisions. The objective of installing these cells is to support the concrete terrace, sidewalk and tree grates while keeping backfill material within the cells uncompacted to provide a better growing environment for the trees.

The plans and details indicate approximate limits and locations of the terrace support system, along with minimum depths and minimum surface square footage. The actual layout of the support system will be dependent on the manufacturer that is selected. Prior to installation, the Contractor shall provide the City a proposed layout of the support system for approval.

##### **MATERIALS**

The Contractor shall provide and install the Terrace Support System, per the manufacturer's requirements. This will include the use of a manufacturer approved geogrid around the perimeter of the cell system and around any areas where the cells are gapped due to utility structures. The geogrids shall be considered incidental to this bid item. The base of the support system shall be constructed of Gradation No. 3 crushed aggregate. The Contractor shall install a nonwoven, geotextile fabric, type SAS that meets the City Standard Specifications, on top of the deck of the support system to prevent any crushed aggregate material from entering the area enclosed by the cells. Provide and install root barriers

to the depths and locations indicated on the plans and details. If necessary for construction around utilities, install 1" clear stone and geogrid as recommended by the manufacturer to bridge those gaps in the support system.

## **CONSTRUCTION**

The Contractor shall excavate the terrace area down to the subgrade of the support system. The excavation of this area shall be included in this bid item. A minimum of 4" of gradation 3 crushed aggregate shall be installed as the base for the support system and shall be compacted per the City Standard Specifications. The top of the base layer shall be installed such that the top of the system is at the appropriate elevation and grade for the final surface placement. Installation of the base of the Terrace Support System is included with this item. If requested a minimum of 1 week in advance, the Engineer can assist in providing grades for the top of the base layer.

The cells of the support system, shall then be constructed on top of the base layer. The Contractor shall construct the frames around any shallow utility crossings. When necessary at utility crossings, the depth of the terrace support system may be reduced to approximately 26 inches from the top of sidewalk.

Around the perimeter of the cells, a geogrid shall be installed to prevent compacted material under the roadway or under the sidewalk from entering the cell area. The Contractor shall install the cells as close to any utility structures as possible, but the cells shall be gapped around the structures as necessary, with a geogrid installed around the perimeter of the cells at the gap, and 1" Clear Stone, included with this item, shall be installed to bridge any larger gaps in the cell system.

The cells shall also be gapped around the tree planting areas (tree pit) as shown on the details to allow for a tree to be planted. A 12" root barrier, per the manufacturer's recommendations shall be installed around the tree pit opening.

Prior to installing the top deck of the cell frames, the Contractor shall install the Planting Soil (paid separately). The backfill material shall fill the entire area of the cells as well as the tree pits and shall remain uncompacted within the support system.

Once all backfill material is in place, the top of the frames shall be set so that a minimum of 3" of aggregate will exist between the top of the frames and bottom of the concrete sidewalk. Once the frames are constructed, the geotextile fabric can be placed on top of the deck and wrapped per the detail drawings to prevent loss of the crushed aggregate at the tree pits. Installation of the geotextile fabric is included with this bid item.

The concrete sidewalk and the tree grate installation (each paid separately) shall be constructed per the standard specifications and details, except that the concrete sidewalk shall be thickened around the tree pit location, as shown on the detail drawings. The thickened sidewalk shall be considered incidental.

## **METHOD OF MEASUREMENT**

Terrace Support System shall be measured by the cubic feet of space occupied by the framework of the cells that are installed and accepted. The tree pit area shall not be considered in the measurement of the terrace support system.

## **BASIS OF PAYMENT**

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

## **BID ITEM 90002 – PLANTING SOIL**

### **DESCRIPTION**

This work shall consist of furnishing and installing engineered topsoil as shown on the plans and details, and as herein provided. Planting Soil is to be used as the primary backfill material within the Terrace Support System.

### **MATERIALS**

All tree planting sites, as described above, shall be backfilled with improved soil mixture of 2:1:1 of topsoil, sand, and organic matter respectively.

### **CONSTRUCTION**

Place planting soil material in no more than 8" lifts, and lightly compact the material only so that it remains in place. The soil backfill shall fill the void within the Terrace Support System up to the top deck of the cells.

### **METHOD OF MEASUREMENT**

Planting Soil will be measured by the Cubic Foot, lightly compacted and accepted in place.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90003 – PROVIDE AND PLANT TREE**

### **DESCRIPTION**

This item includes all work, equipment, hauling and incidentals necessary to provide and plant trees at the locations indicated on the plans. All work is to be completed per Article 209 of the standard specifications and per the standard detail drawings.

The Contractor shall provide 2 in. diameter trees, balled and burlapped, of the species indicated on the plans. Trees shall be planted within the center of the tree opening such that it is evenly spaced and vertical within the grate opening.

The tree plantings shall occur at the direction of City Forestry.

One (1) week prior to planting, the Contractor shall contact City Forestry at 266-4816 to review the planting specification and schedule an inspection of the nursery stock.

### **METHOD OF MEASUREMENT**

Provide and Plant Tree will be measured as Each tree acceptably procured and planted.

### **BASIS OF PAYMENT**

Tree Planting, measured as stated above, shall be paid at the contract unit price which includes all materials, equipment, work, hauling and incidentals necessary to complete the work as set forth in the description and as shown on the plans and details.

## **BID ITEM 90004 – PROVIDE AND INSTALL TREE GUARD**

### **DESCRIPTION**

This item includes the furnishing, work, equipment, and incidentals necessary to install tree guards at each of the tree planting locations.

The Tree Guards shall be manufactured by Neenah (model R-8501-4818), and installation of the tree guards shall be in accordance with their specifications. Installation of the tree guards shall be completed immediately following the planting of the new trees and shall be installed in a manner that does damage the new tree planting. Final placement shall be vertical and not skewed relative to the grate.

### **METHOD OF MEASUREMENT**

Install Tree Guard will be measured by the unit, each, installed and accepted in place.

### **BASIS OF PAYMENT**

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

## **BID ITEM 90005 – CONSTRUCT PEDESTALS FOR CITY-FURNISHED ART SCULPTURES**

### **DESCRIPTION**

This bid item includes all work, materials, equipment and labor necessary to construct two reinforced concrete pedestals with the proposed street median island as detailed on the project plans for the installation of two City-furnished art sculptures (Greeting Arc 1 and Greeting Arc 2). The final location of the pedestal shall be approved by the field engineer prior to installation. All concrete used for this item shall comply with City of Madison Standard Spec 301.1. Provide a sack rubbed surface finish on the vertical sides of the concrete pedestals in accordance with the WisDOT Standard Specifications Section 502.3.7.5

### **METHOD OF MEASUREMENT**

CONSTRUCT PEDESTALS FOR CITY-FURNISHED ART SCULPTURES will be measured as a lump sum item.

### **BASIS OF PAYMENT**

Payment for CONSTRUCT PEDESTALS FOR CITY-FURNISHED ART SCULPTURES will be paid at the contract unit price and shall be full compensation for all work as provided in the description.

## **BID ITEM 90006 – INSTALL CITY-FURNISHED ART SCULPTURES**

### **DESCRIPTION**

This bid item includes all work, materials, equipment and labor necessary to install two City-furnished art sculptures (Greeting Arc 1 and Greeting Arc 2). The contractor shall take care to protect and not cause any damage to the sculptures during their delivery, installation, and when performing any contract work after installation.

Contractor shall contact Karin Wolf 608-261-9134 two weeks in advance of installation to coordinate delivery of art sculptures and coordinate installation. Karin Wolf or her representative shall be present during art installation for final approval.



## **METHOD OF MEASUREMENT**

INSTALL CITY-FURNISHED ART SCULPTURES will be measured as a lump sum item.

## **BASIS OF PAYMENT**

INSTALL CITY-FURNISHED ART SCULPTURES BENCH will be paid at the contract unit price and shall be full compensation for all work as provided in the description.

## **BID ITEM 90007 – 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 90008 – SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, RETROREFLECTIVE WHITE BIKE AND ARROW SYMBOL WITH BIKE LANE GREEN BACKGROUND**

#### **DESCRIPTION**

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

Each symbol including background shall be a minimum of 4 feet wide by 14 feet high.

## **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 marking 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 comply with the 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 each preformed thermoplastic symbol and background in accordance with manufactures specifications.

### **PERFORMANCE REQUIREMENTS**

Symbols with background shall be installed per plans and specification. The Engineer will notify the Contractor within 48 hours of installation regarding any symbols with background that are not installed to specification or to the satisfaction of the Engineer. Non-conforming symbols with background shall be removed at no charge to the City and replaced with a conforming product.

### **METHOD OF MEASUREMENT**

Will be measured as each 4-foot wide by 7-foot high (minimum size) preformed thermoplastic symbol with green background 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 preformed thermoplastic symbol with background, 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 90009 – RELOCATE WATER MAIN**

#### **DESCRIPTION**

Work under this item shall include all labor, materials, and incidentals necessary to modify and relocate water main as necessary to avoid conflicts with the proposed storm sewer construction. This work shall include, but not limited to, installation of windows to go beneath the proposed storm sewer, or offsets to go around the proposed storm sewer. It is anticipated that the length of pipe to be relocated would be limited to the immediate crossing of the storm sewer. The work will include new joints, piping matching existing size, valves and other materials to complete the work. Prior to construction, all ULOs and any necessary redesign shall be completed in order to avoid potential conflicts. All finished work must be inspected and approved by the Water Utility Construction Supervisor and shall conform to all relevant sections of the City of Madison Standards Specifications for Public Works Construction Latest Edition. This work shall include all labor, materials, excavation and disposal of materials an all incidentals necessary to perform the work.

Contact Jeff Belshaw ([jbelshaw@madisonwater.org](mailto:jbelshaw@madisonwater.org), 608-261-9835) if water main relocation may be necessary for coordination.

#### **METHOD OF MEASUREMENT**

RELOCATE WATER MAIN shall be measured per each specific instance as identified in the field.

#### **BASIS OF PAYMENT**

RELOCATE WATER MAIN shall be paid for at the contract unit price, which shall be full compensation for all excavation, disposal of removed material, preparation of subgrade including subbase, furnishing materials, backfilling and trench restoration, insulation installation, fill, topsoil, and for all labor, tools, equipment and incidentals necessary to complete the work.

## **BID ITEM 90010 – COLORED 7-INCH CONCRETE**

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

A separate design mix shall be provided for all areas to receive integrally colored concrete. Integrally colored concrete mix(es) shall not contain fly ash. Consider admixture recommendations for concrete mix design, however, mix design must also conform to the standard specifications. Submit the concrete mix design to the City of Madison for review.

Contractor shall provide a 12"x12" sample of the colored concrete, which will be reviewed and approved by the City prior to final installation. Provide a minimum of 3 days notice to the Engineer in order to schedule review of the sample.

Excess concrete material from mockups can be used elsewhere per the Engineers approval if the mix design meets the standard requirements of the secondary use.

### **MATERIALS**

Integral-mix colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTM C494 and ASSHTO M194. Admixture shall be a single-component, colored, water-reducing, set-controlling admixture containing no calcium chloride with coloring agents that are lime-proof and ultra-violet resistant. The admixture shall be factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix.

The Color shall either be BASF Natural Bark (MC5002) or an approved equal.

All surfaces shall be cured uniformly. The concrete shall never be covered with plastic sheeting.

Curing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integrally colored concrete. All placing, finishing, curing, joint sealing, and patching shall be in accordance with the admixture manufacturer's recommendations.

### **CONSTRUCTION**

Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved samples.

Protect all adjoining areas of concrete prior to pouring colored concrete. Finish the surface as required by the manufacturer, including a broom surface finish per the standard specifications.

Control joints shall only be sawed. Tool joints within the colored concrete will not be allowed. Spacing of the joints shall be approximately 8ft., and joints within the 1 ft. buffer (where the colored concrete is immediately adjacent to existing sidewalk) shall be spaced at 2 ft. Longitudinal joints may be tooled as well as joints within the 1 ft. buffer area.

Apply curing compound per manufacturer's recommended coverage rate and to meet curing requirements of the City of Madison Standard Specifications.

Colored Concrete shall match the visual appearance of the approved reference samples. Replace any not conforming to the reference samples at the Contractor expense.

### **METHOD OF MEASUREMENT**

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

**BASIS OF PAYMENT**

This item, measured as stated above, is full compensation for providing all materials, including concrete, joint fillers, joint sealers, and expansion joints; for excavating and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site.

SECTION E: BIDDERS ACKNOWLEDGEMENT

S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8694

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.

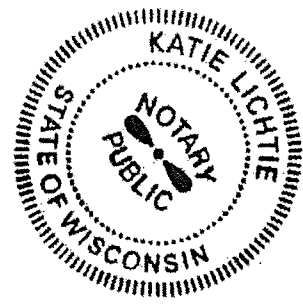
1. The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2022 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of WI a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_ State of \_\_\_\_\_; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

Dustin Sullivan  
SIGNATURE

VP.  
TITLE, IF ANY

Sworn and subscribed to before me this  
1 day of December, 2022.

Karyn  
(Notary Public or other officer authorized to administer oaths)  
My Commission Expires 01-01-27  
Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 8694 – 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

S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8694

Small Business Enterprise Compliance Report

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

Cover Sheet

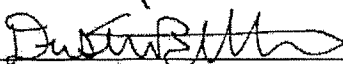
Prime Bidder Information


Company: Speedway Sand & Gravel  
Address: 8500 Greenway Blvd, Ste. 202 Middleton, WI 53562  
Telephone Number: 608-836-1071 Fax Number: 608-836-7485  
Contact Person/Title: Jeff Borth / Office Assistant

Prime Bidder Certification

I, Jeffrey Borth Office Assistant of  
Name Title  
Speedway Sand & Gravel certify that the information  
Company

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

  
Witness' Signature  
12/1/2022  
Date

  
Bidder's Signature

**S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8694**

**Small Business Enterprise Compliance Report  
Summary Sheet**

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount	
Greener Valley Landscaping, Inc.	Landscaping	3.94	%
			%
Schlobohm Trucking	Trucking	1.82	%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
			%
<b>Subtotal SBE who are NOT suppliers:</b>		<u>5.76</u>	%

SBE Subcontractors Who Are Suppliers

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

**S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8694

DATE: 12/1/22

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
<b>Section B: Proposal Page</b>			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,200.00	\$3,200.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$31,650.00	\$31,650.00
20101 - EXCAVATION CUT - C.Y.	75.00	\$33.50	\$2,512.50
20217 - CLEAR STONE - TON	250.00	\$17.00	\$4,250.00
20221 - TOPSOIL - S.Y.	1200.00	\$0.85	\$1,020.00
20303 - SAWCUT ASPHALT PAVEMENT - L.F.	1850.00	\$0.10	\$185.00
20311 - REMOVE SEWER ACCESS STRUCTURE (STORM) - EACH	3.00	\$820.00	\$2,460.00
20313 - REMOVE INLET - EACH	1.00	\$820.00	\$820.00
20333 - ABANDON INLET - EACH	1.00	\$620.00	\$620.00
20336 - PIPE PLUG - EACH	2.00	\$250.00	\$500.00
21002 - EROSION CONTROL INSPECTION - EACH	5.00	\$100.00	\$500.00
21011 - CONSTRUCTION ENTRANCE - EACH	2.00	\$650.00	\$1,300.00
21013 - STREET SWEEPING - LUMP SUM	1.00	\$3,375.00	\$3,375.00
21049 - INLET PROTECTION, RIGID FRAME - PROVIDE AND INSTALL - EACH	10.00	\$380.00	\$3,800.00
21050 - INLET PROTECTION, RIGID FRAME - MAINTAIN - EACH	5.00	\$10.00	\$50.00
21051 - INLET PROTECTION, RIGID FRAME - REMOVE - EACH	10.00	\$70.00	\$700.00
21063 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	1200.00	\$4.60	\$5,520.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	260.00	\$22.55	\$5,863.00
30203 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	20.00	\$22.55	\$451.00
30205 - TYPE "E" CONCRETE CURB & GUTTER - L.F.	290.00	\$21.70	\$6,293.00
30302 - 7 INCH CONCRETE SIDEWALK AND DRIVE - S.F.	50.00	\$38.80	\$1,940.00
30311 - CONCRETE MOUNTABLE MEDIAN ISLAND NOSE - S.F.	45.00	\$15.30	\$688.50
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	40.00	\$65.00	\$2,600.00
30342 - TREE GRATE 4' X 8' (INCLUDING FRAME) - EACH	2.00	\$4,650.00	\$9,300.00
40101 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 1 - TON	60.00	\$22.00	\$1,320.00
40102 - CRUSHED AGGREGATE BASE COURSE GRADATION NO. 2 - TON	75.00	\$20.00	\$1,500.00
40203 - HMA PAVEMENT 3 MT 58-28 S - TON	30.00	\$220.00	\$6,600.00
40204 - HMA PAVEMENT 4 MT 58-28 S - TON	200.00	\$104.00	\$20,800.00
40218 - TACK COAT - GAL	130.00	\$3.00	\$390.00
40301 - FULL WIDTH GRINDING - S.Y.	340.00	\$17.80	\$6,052.00
50211 - SELECT BACKFILL FOR STORM SEWER - T.F.	340.00	\$0.01	\$3.40
50225 - UTILITY TRENCH PATCH TYPE III - T.F.	25.00	\$141.50	\$3,537.50
50404 - 21 INCH TYPE I RCP STORM SEWER PIPE - L.F.	300.00	\$221.45	\$66,435.00
50405 - 24 INCH TYPE I RCP STORM SEWER PIPE - L.F.	40.00	\$235.10	\$9,404.00
50455 - STORM BEND - EACH	1.00	\$3,370.00	\$3,370.00
50723 - 3'X3' STORM SAS - EACH	6.00	\$5,570.00	\$33,420.00
50741 - TYPE H INLET - EACH	1.00	\$3,800.00	\$3,800.00
50792 - STORM SEWER TAP - EACH	2.00	\$2,100.00	\$4,200.00
50794 - PRIVATE STORM SEWER RECONNECT, TYPE 2 - EACH	2.00	\$1,085.00	\$2,170.00
50801 - UTILITY LINE OPENING (STORM) - EACH	19.00	\$640.00	\$12,160.00
60801 - PAVEMENT MARKING EPOXY, DOUBLE LINE, 4-INCH - L.F.	160.00	\$2.75	\$440.00
60802 - PAVEMENT MARKING EPOXY, LINE, 6-INCH - L.F.	500.00	\$6.00	\$3,000.00
60812 - PAVEMENT MARKING EPOXY, CROSSWALK, 6-INCH - L.F.	200.00	\$8.50	\$1,700.00
60816 - PAVEMENT MARKING EPOXY, CONTINENTAL CROSSWALK, 18-INCH - L.F.	50.00	\$16.00	\$800.00
60818 - PAVEMENT MARKING EPOXY, STOP LINE, 24-INCH - L.F.	40.00	\$17.00	\$680.00
60819 - PAVEMENT MARKING EPOXY, CURB - L.F.	500.00	\$6.00	\$3,000.00
60826 - PAVEMENT MARKING EPOXY, SYMBOL, BIKE LANE & STRAIGHT ARROW - EACH	2.00	\$220.00	\$440.00
70101 - FURNISH AND INSTALL STYROFOAM - L.F.	16.00	\$23.75	\$380.00

**S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023**

CONTRACT NO. 8694

DATE: 12/1/22

**Speedway Sand & Gravel,  
Inc.**

Item	Quantity	Price	Extension
90001 - TERRACE SUPPORT SYSTEM - C.F.	650.00	\$21.90	\$14,235.00
90002 - PLANTING SOIL - C.F.	770.00	\$2.25	\$1,732.50
90003 - PROVIDE AND PLANT TREE - EACH	2.00	\$1,250.00	\$2,500.00
90004 - PROVIDE AND INSTALL TREE GUARD - EACH	2.00	\$2,512.00	\$5,024.00
90005 - CONSTRUCT PEDESTALS FOR CITY-FURNISHED ART SCULPTURES - LUMP SUM	1.00	\$1,350.00	\$1,350.00
90006 - INSTALL CITY-FURNISHED ART SCULPTURES - LUMP SUM	1.00	\$1,600.00	\$1,600.00
90007 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, BIKE LANE GREEN - S.F.	300.00	\$17.00	\$5,100.00
90008 - SKID/SLIP RESISTANT PREFORMED THERMOPLASTIC PAVEMENT MARKING, WHITE BIKE AND ARROW SYMBOL WITH BIKE LANE GREEN BACKGROUND - EACH	2.00	\$1,200.00	\$2,400.00
90009 - RELOCATE WATER MAIN (UNDISTRIBUTED) - EACH	1.00	\$3,500.00	\$3,500.00
90010 - COLORED 7-INCH CONCRETE - S.F.	830.00	\$12.95	\$10,748.50
<b>58 Items</b>	<b>Totals</b>		<b>\$323,389.90</b>



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://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, 2022 through January 31, 2024.

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

Dec 15, 2021  
DATE

By: Jarvis Ryan  
SIGNATURE AND TITLE Corp Sec.

**SURETY**

Fidelity and Deposit Company of Maryland  
COMPANY NAME AFFIX SEAL

December 15, 2021  
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.

December 15, 2021  
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 **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE**, of Minneapolis, Minnesota, 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 18th day of November, A.D. 2021.



**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 18th day of November, A.D. 2021, 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, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th \_ day of December, 2021.



*MJ Pethick*

By: Mary Jean Pethick  
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.reportsfcliams@zurichna.com](mailto:www.reportsfcliams@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**CERTIFICATE OF BIENNIAL BID BOND**

TIME PERIOD- VALID (FROM/TO) February 1, 2022 - January 31, 2024
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

February 1, 2022  
DATE

## SECTION H: AGREEMENT

THIS AGREEMENT made this 4th day of January in the year Two Thousand and Twenty-Three 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 **JANUARY 3, 2023**, 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:

### S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023 CONTRACT NO. 8694

2. **Completion Date/Contract Time.** Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion SEE SPECIAL PROVISIONS, the rate of progress and the time of completion being essential conditions of this Agreement.
3. **Contract Price.** The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of **THREE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED EIGHTY-NINE AND 90/100 (\$323,389.90)** Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

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

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

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

Articles of Agreement  
Article I

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

Article II

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

Article III

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

Article V

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

Article VI

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

Article VII

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

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

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

#### Article VIII

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

#### Article IX

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

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

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

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

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

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

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

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

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

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

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


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

**S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8694**

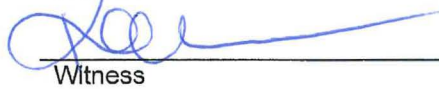
IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused this contract to be sealed with its corporate seal and to be executed by its Mayor and City Clerk on the dates written below.

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

 1/04/23

Witness Date

 1/04/23

Witness Date

Company Name

 1/04/23

v. President Date


 1/04/23

Secretary Date

CITY OF MADISON, WISCONSIN

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

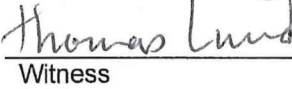
Approved as to form:

 1/26/2023

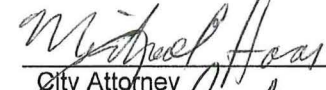
Finance Director Date

 1/26/23

Witness Date

 1/13/23

Witness Date

 1/26/23

City Attorney Date

 1/26/2023

Mayor Date

 for 1-13-2023

City Clerk Date

**SECTION I: PAYMENT AND PERFORMANCE BOND**

LET ALL KNOW BY THESE DOCUMENTS PRESENTED, that we **SPEEDWAY SAND & GRAVEL, INC.** as principal, and Fidelity and Deposit Company of Maryland Company of Schaumburg, IL as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED EIGHTY-NINE AND 90/100 (\$323,389.90)** 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:

**S. PINCKNEY STREET ASSESSMENT DISTRICT - 2023  
CONTRACT NO. 8694**

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 4th day of January, 2023

Countersigned:

[Handwritten Signature]

Witness

[Handwritten Signature: Janice Ryan]  
Secretary

**SPEEDWAY SAND & GRAVEL, INC.**

Company Name (Principal)

[Handwritten Signature: Dustin Bith] NA Seal  
v. President

Approved as to form:

[Handwritten Signature: Michael Hayes]  
City Attorney

Fidelity and Deposit Company of Maryland

Surety Seal

Salary Employee  Commission

By [Handwritten Signature: 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 2023, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

January 4, 2023  
Date

[Handwritten Signature: Nicole Stillings]  
Agent Signature



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of 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 **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R.C. BOWMAN, Ted JORGENSEN, Nicole STILLINGS and C. WHITE, of Minneapolis, Minnesota**, 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 18th day of November, A.D. 2021.



**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 18th day of November, A.D. 2021, 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

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of January, 2023.



*MJ Pethick*

By: Mary Jean Pethick  
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  
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[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
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**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**