

Contract Routing Form

ROUTING: Routine

printed on: 05/19/2017

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

Project: Douglas Trail, Lamont Lane, Acacia Lane, Loudon Lane, and Kv
amme Lane Reconstruction Assessment District - 2017

Contract No.: 7836
Enactment No.: RES-17-00415
Dollar Amount: 2,839,999.99

File No.: 47001
Enactment Date: 05/18/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	5/22/17	5-22-2017
Director of Civil Rights	5.22.17	5.23.17 ^{FS}
Risk Manager	5.24.17	5/24/17 RN
Finance Director	5.24.17	5/26/17 MCR 5/30
City Attorney	662 5-30-17	5-31-17
Mayor	5.31.17	5.31.17

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

Original + 2 Copies

05/19/2017 14:17:23 enjls - Lisa Coleman 266-4093

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA Agency / No
Contract Value: 2,839,999.99
AA Plan: APPROVED
Amendment / Addendum # N/A
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW Goal / Loan / Agrmt



Legislation Details (With Text)

File #: 47001 **Version:** 1 **Name:** Awarding Public Works Contract No. 7836, Douglas Trail, Lamont Lane, Acacia Lane, Loudon Lane, and Kvamme Lane Reconstruction Assessment District - 2017.

Type: Resolution **Status:** Passed

File created: 4/25/2017 **In control:** BOARD OF PUBLIC WORKS

On agenda: 5/16/2017 **Final action:** 5/16/2017

Enactment date: 5/18/2017 **Enactment #:** RES-17-00415

Title: Awarding Public Works Contract No. 7836, Douglas Trail, Lamont Lane, Acacia Lane, Loudon Lane, and Kvamme Lane Reconstruction Assessment District - 2017.

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Contract 7836.pdf

Date	Ver.	Action By	Action	Result
5/16/2017	1	COMMON COUNCIL		
5/3/2017	1	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER	
4/25/2017	1	Engineering Division	Refer	

The proposed resolution awards the contract for the reconstruction of Douglas Trail, Acacia Lane, Loudon Lane, and Kvamme Lane on the City's east side at a total estimate cost of \$3,067,200. The adopted 2017 capital budget includes funding for this project within Engineering Major Streets' Rural to Urban capital program which reconstructs streets with substandard pavement and no existing curb or gutter. The program has budgeted \$8,617,000 of funding in 2017 comprised of GO borrowing and associated Utility funding sources. The budgeted funding encompasses the planned project costs for this proposed resolution.

The estimated cost of the project by agency is assigned as follows:

Engineering-Major Streets - \$1,164,140
Stormwater Utility - \$365,800
Sewer Utility - \$685,660
Water Utility - \$851,600
Total - \$3,067,200

Awarding Public Works Contract No. 7836, Douglas Trail, Lamont Lane, Acacia Lane, Loudon Lane, and Kvamme Lane Reconstruction Assessment District - 2017.

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

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

502

herein.

See attached document (Contract No. 7836) for itemization of bids.

<u>PROJECT</u>	<u>CONTRACTOR</u>	<u>AMOUNT OF BID</u>
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CONTRACT NO. 7836
DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME LANE RECONSTRUCTION
ASSESSMENT DISTRICT - 2017

SPEEDWAY SAND & GRAVEL, INC.

\$2,839,999.99

Acct. No. 11433-402-170:54410 (91350)	\$928,412.65
Contingency 8%±	<u>74,277.35</u>
Sub-Total	\$1,002,690.00

Acct. No. 11433-402-174:54445 (91345)	\$149,492.94
Contingency 8%±	<u>11,957.06</u>
Sub-Total	\$161,450.00

Acct. No. 11433-84-174:54445 (91345)	\$338,707.59
Contingency 8%±	<u>27,092.41</u>
Sub-Total	\$365,800.00

Acct. No. 11433-83-173:54445 (91345)	\$634,867.76
Contingency 8%±	<u>50,792.24</u>
Sub-Total	\$685,660.00

Acct. No. 11433-86-179:54445 (91360)	\$788,519.05
Contingency 8%±	<u>63,080.95</u>
Sub-Total	\$851,600.00

GRAND TOTAL	<u>\$3,067,200.00</u>
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Demographics

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

Address

Business Address

1299 ZURICH WAY
 Schaumburg, IL 60196
 United States

Mailing Address

1299 ZURICH WAY
 Schaumburg, IL 60196
 United States

Statutory Home Office Address

600 Red Brook Blvd
 Owings Mills, MD 21117-5153
 United States

Main Administrative Office Address

1299 ZURICH WAY
 Schaumburg, IL 60196
 United States

Phone, E-mail, Website

Phone

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

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Q Filter

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

First Previous **1** Next Last

Contact

Q Filter

Contact Type	Preferred Name	Name	E-mail	Phone
Registered Agent for Service of Process		*		

First Previous **1** Next Last

Company Merger

No results found.

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

speedway sand

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for 1S14816 (at 5/30/2017 5:00 PM)

SPEEDWAY SAND & GRAVEL, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID 1S14816

Registered Effective Date 12/31/1968

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 03/08/1985

Entity Type Domestic Business

Annual Report Requirements Business Corporations are required to file an Annual Report under s.180.1622 WI Statutes.

Addresses

Registered Agent Office THOMAS G DEBECK
8500 GREENWAY BLVD SUITE 202
MIDDLETON , WI 53562

[File a Registered Agent/Office Update Form](#)

Principal Office 8500 GREENWAY BLVD SUITE 202
MIDDLETON , WI 53562

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2016	000	0000	online	database
2015	000	0000	online	database
2014	000	0000	online	database
2013	000	0000	online	database
2012	000	0000	online	database

11/19/2001	Change of Registered Agent	11/19/2001	FM16-E-Form
12/19/2012	Change of Registered Agent	12/19/2012	FM16-E-Form

[Order a Document Copy](#)

\$2,839,999.99
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2017

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME
LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017

CONTRACT NO. 7836

MUNIS NO. 11433

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON MAY 16, 2017

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME
LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7836

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: lc

qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

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

MINOR 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.

SECTION B: PROPOSAL

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

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

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

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

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.

2.4.2 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.

SECTION D: SPECIAL PROVISIONS

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7836

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

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

SECTION 102.12 BEST VALUE CONTRACTING

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

ARTICLE 103 AWARD AND EXECUTION OF THE CONTRACT

The awarded Contractor shall completely execute the signing of all contract documents and submit them to City Engineering (Attn: Alane Boutelle, 1600 Emil Street, Madison, WI 53703) prior to **12:00 pm on Friday, May 19, 2017**. Delays by the Contractor in submitting the required completed contract documents will not adjust the project completion date.

The Payment and Performance Bonds shall be dated no sooner than **Wednesday, May 17, 2017**.

ARTICLE 104 SCOPE OF WORK

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

The project limits for the work are Douglas Trail from Groveland Terrace to Herro Lane; Lamont Lane from Loudon Lane to Kvamme Lane; Acacia Lane from Groveland Terrace to Kvamme Lane; Loudon Lane from Acacia Lane to Douglas Trail; and Kvamme Lane from Tompkins Drive to Pflaum Road.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

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

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

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, tubular markers 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 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 Tompkins Drive. 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

Contact Jeremy Nash, City of Madison Traffic Engineering, at 266-6585 for questions on this spec.

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove traffic signs. For removal or replacement of traffic and parking signs, contact the City of Madison Traffic Engineering Field Operations, 1120 Sayle Street, 266-4767, 8:00 a.m. to 4:00 p.m., a minimum of 2 working days in advance of when any existing signs need to be removed.

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 210.6 EROSION CONTROL IMPLEMENTATION AND ENFORCEMENT

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

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

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

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

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

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

BID ITEM 10701 – TRAFFIC CONTROL

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

BID ITEM 10911 – MOBILIZATION

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

SANITARY SEWER GENERAL

This project consists of the installation of 3355' of 8" diameter ASTM D3034 SDR-35, 1682' of sanitary lateral SDR-35, and 28' of 10" diameter ASTM D3034 SDR-35. Sanitary sewer pipe work shall include installing new sewer at the sizes and locations that are specified on the plan set and in accordance with the Standard Specifications.

All new sanitary sewer access structures shall include the Neenah R-1550 R-1050 Frame w/ City of Madison Logo Lid 1550-0054(see S.D.D. 5.7.16 of the City of Madison Standard Specifications for Public Works Construction Latest edition). All new sewer main connections may be factory cored and shall be included in the structure. All existing lateral and main connections shall be field cored to accommodate existing conditions and shall be compensated under BID ITEM 50791 SANITARY SEWER TAP. All sewer main and/or laterals not slated for replacement that are damaged during the installation of a structure shall be replaced by the Contractor and shall be considered incidental to the project. All benches and flowlines shall have a smooth trowel finish.

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

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

Per the City of Madison Standard Specifications for sanitary sewer lateral construction on street reconstruction projects, Contractors are encouraged to begin installation of sanitary lateral pipe at the proposed sewer main. If Contractor starts excavation for the lateral at the property line, it shall be at the Contractor's risk. A portion of the sanitary sewer laterals were located and surveyed prior to design. Laterals located are marked on the plan as Lateral Located (TYP). If tree conflicts are encountered during the sanitary lateral replacement process, contractors are instructed to follow the new policy set in the Standard Specifications for Public Works Construction, Latest edition. No Utility Line Openings (ULOs) will be granted for the inability to locate the sanitary lateral at the property line. Any extra sidewalk removal will not be compensated to the Contractor looking for an existing sanitary lateral at the property line.

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

Sanitary lateral locations are based upon the City television reports and the City records. Proposed sanitary lateral locations near trees are subject to change based upon data obtained in the field and property owner involvement. Excavation near trees shall comply with Article 107.13 of the Standard Specifications. If 5 ft of separation from the tree to the excavation cannot be maintained, lateral replacement shall stop at the curb upon approval by the construction engineer. The Construction Engineer will make the determination whether lateral replacement will need to stop at the curb.

Pipe Removal within the same trench as the proposed sewer is considered incidental to the new pipe being installed. Asbestos cement pipe removal is considered to be payable regardless of the location.

Tunneling is expected to be required at the existing utility crossings. Any utility tunneling required shall be considered incidental to the pipe being installed.

shall be paid for separately as a sanitary tap. 5' of lateral pipe is not considered incidental to the sanitary tap connection.

BID ITEM 50390 – SEWER ELECTRONIC MARKERS

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

BID ITEM 50801 – UTILITY LINE OPENING (ULO)

The work under this item shall be completed in accordance with Article 508 of the Standard Specifications for Public Works Construction. 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.

SECTION 701 PROVISIONS FOR WATER INSTALLATION AND ABANDONMENT

The water designer for this project is Kelly Miess. She may be contacted at (608) 261-9640 or kmiess@madisonwater.org.

The project consists of furnishing and installing ductile iron water main and fittings on Douglas Trail, Lamont Lane, Acacia Lane, Loudon Lane and Kvamme Lane within the project limits. The project also includes abandoning existing water main including water valves and hydrants. Once the new systems have passed the pressure and water quality tests, cut off, extend as necessary, and reconnect the existing water service laterals to the new water mains unless the service is to be abandoned. All services that may require relocation due to conflicts with trees or any other issue must be authorized and the new location approved in advance by the Water Utility inspector. Any broken curb stops, buried curb boxes or otherwise dysfunctional service components must be approved for adjustment, removal and/or replacement by the Water Utility inspector in advance of any work being performed.

As presented in the geotechnical investigation documents, note that bedrock may be encountered along the deeper segments of proposed water main installations. Use caution during rock excavation activities to minimize disturbance and/or damage to nearby properties and/or structures. The Contractor is responsible for any property damage costs or repairs resulting from rock excavation activities. Alternate rock excavation methods such as rotary grinding will be permitted, if warranted, to reduce and minimize potential liabilities resulting from rock excavation located in close proximity to residential/developed properties.

Proposed water main is, in several locations, located in the existing sanitary sewer corridor. Any required sanitary sewer removals for water main installation not covered by other bid items shall be incidental to water main installation.

Notification Requirements and Outage Restrictions for 901 Pflaum Rd.

Brighter Life Living residential care facility is located at 901 Pflaum Road with water services off Kvamme Lane. **When disrupting service to 901 Pflaum Road for the reconnection of the 1-inch copper service lateral, provide a minimum 2-working day notice to owner/operator Jason Standish at (608) 712-4962. The service disruption is restricted to between 1pm and 3pm daily. Note that the 4-inch ductile iron service to the same property is a dedicated fire service. The above service notification requirements and outage time restrictions do not apply to the 4-in service. Sequence all other operations such that the outage to reconnect the 1-inch service is the only service outage for the facility.**

Existing & Proposed Service Configuration for 901 Pflaum Rd.

WN9	Furnish the ditch, compaction and all materials and labor for the installation of new service lateral.
WN10	Remove and salvage existing hydrant.
WN11	Replace the existing copper service with a new copper service.
WN20+	See Water Impact Plan for connection point isolation and water shut-off notification information.

BID ITEM 90001 – PRUNE TREE

DESCRIPTION

This bid item includes all work, materials, labor, equipment and incidentals necessary to prune existing trees as needed to perform the work under this contract without causing damage to the existing trees. There are several trees within the project limits that potentially have limbs hanging out into the work zone; however, due to the location of the tree, City Forestry is unable to perform the pruning prior to construction.

Prior to performing any pruning, the Contractor shall first verify with the Engineer that pruning is necessary. All pruning work shall be performed in accordance with the City of Madison Standard Specifications Section 209.4(e) and Standard Detail Drawing 2.05. The Contractor shall limit the pruning to only what is absolutely necessary to perform the work under this contract, but the amount of pruning should be sufficient so that no limbs are damaged while performing the work. The pruning on any tree shall be limited to a maximum height of 14 ft. The Contractor shall have a certified arborist on site while performing any tree pruning, and the arborist shall direct the pruning activities.

The Contractor shall also note that some species of trees may not be pruned at the time of year that this work is to take place. If the Contractor encounters any of these types of trees, work shall be performed around the tree without any pruning.

METHOD OF MEASUREMENT

Prune Tree shall be measured by each tree acceptably pruned.

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 all material, labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 90002 – REMOVE & SALVAGE FENCE (UNDISTRIBUTED)

DESCRIPTION

This Bid Item includes all labor, equipment, materials and incidentals necessary to remove and salvage fence at the locations indicated on the plans or as directed by the engineer. Work under this bid item applies to fencing of all material including chain link, wood, plastic or any other type of fence that may be encountered with this project. Owners with fencing encroaching into the ROW are planning to remove fences; however this bid item shall be used in the event that the fences need to be removed by the Contractor instead, in order to complete the project in a timely fashion.

The Contractor shall remove the existing fence, including the posts, without causing any damage to the fencing or posts; if the Contractor causes any damage to the fencing or posts, the damaged portions shall be repaired or replaced at no additional cost to the City. Once removed, the Contractor shall coordinate with the adjacent property owner to place the fence at a location agreeable to the property owner.

DESCRIPTION

The Contractor shall remove, salvage and reset the modular block wall at S-0, as needed, at the location shown on the plans. The limits of this work shall be as necessary to replace the adjacent curb and gutter, and complete storm sewer work. The approximate limits of this work are shown on the plans, but additional work may be necessary as directed by the Engineer. The Contractor will be required to salvage, store and reset the blocks. The bid item will be full compensation for all work necessary including any incidental items to remove, salvage and reset the blocks to match into the adjacent curb, and sloping.

MEASUREMENT

Remove, Salvage & Reset Modular Block Wall shall be measured by the square foot.

BASIS OF PAYMENT

Payment for this work, as measured above, shall be full compensation at the contract unit price for all work, materials, equipment, and incidentals required to complete the work.

BID ITEM 90040 - SLURRY BACKFILL

DESCRIPTION

Work under this item shall include all work, materials, equipment, and incidentals required to install digable slurry backfill where proposed sewer main crosses the existing ATT underground utility where the sewer main is being tunneled. Slurry backfill shall be installed from the bottom of trench to the bottom the ATT underground utility. Select backfill (See Bid Item 50212) shall be used to backfill from the top of the slurry to the finished grade on both sides of the ATT underground utility. Slurry backfill shall be allowed to completely dry before select backfill is placed.

SLURRY SPECIFICATION

The contractor shall fill between pipes in accord with the description above and using the following slurry mix:

2700 lbs. -	sand
25 lbs -	Portland cement
300 lbs -	C-ash
50 gal. -	water

This is a design mix for one (1) cubic yard, for flowable design requirements.

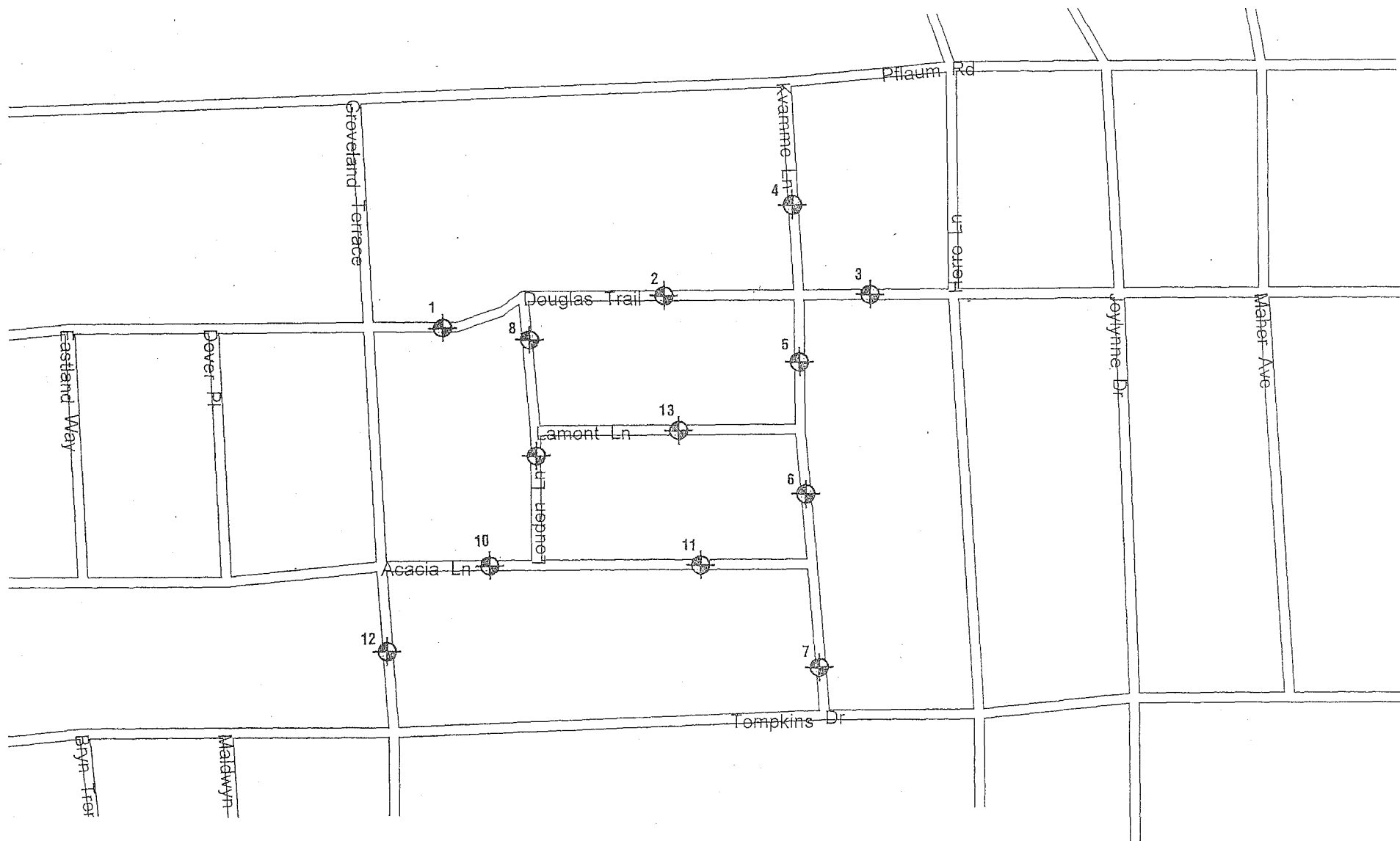
Also included with this bid item will be applying injection grout/ bentonite to exposed storm box joints if any are exposed during construction of the sewer/ tunneling.

Also included with this bid item will be the 2" thick 4'x8' of Styrofoam below the ATT underground utility and above the proposed sewer. Insulation shall be installed in accordance with City of Madison Standard Detail Drawing 7.05..

METHOD OF MEASUREMENT

Slurry Backfill shall be measured by the trench foot for the width of the ATT underground utility being crossed.

BASIS OF PAYMENT



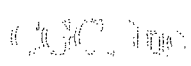
Legend



Denotes Boring Location (approximate)

Notes

1. Soil borings performed by Badger State Drilling in August 2016

DWN: -	APP'D: MNS	Date: 9/16	C16051-9		<p align="center">SOIL BORING LOCATION PLAN Douglas Trail Area Madison, Wisconsin</p>











LOG OF TEST BORING

Project Douglas Trail Area
Douglas: 155' E of Groveland, Near CL
Location Madison, WI

Boring No. 2
Surface Elevation (ft) _____
Job No. C16051-9
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
							4.5 in. Asphalt Pavement/7 in. Base Course					
1		9	M	50/5"			Very Dense, Brown Fine to Medium SAND, Some Silt, Clay and Gravel (SM/SC-Possible Fill)					
2		15	M	13			Medium Dense to Very Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
3		14	M	37								
4		12	M	18								
5		3	M	50/5"								
							End of Boring at 15 ft					
							Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

GENERAL NOTES

Start 8/30/16 End 8/30/16
Driller BSD Chief MC Rig CME-55
Logger FD Editor ESF
Drill Method 2.25" HSA; Automatic
Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.







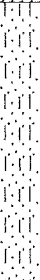




LOG OF TEST BORING

Project Douglas Trail Area
Location Kvamme: 125'S of Pflaum, Near CL
Madison, WI

Boring No. 4
Surface Elevation (ft) _____
Job No. C16051-9
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	q _u (q _a) (tsf)	W	LL	PL	LI
						 4.5 in. Asphalt Pavement/8 in. Base Course					
1-AS		0	M	8		 FILL: Brown Clay With Sand and Gravel					
2		18	M	6		 Very Soft, Brown and Gray Mottled Lean CLAY (CL)	(<0.1)				
					5						
3		7	M	29		 Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)					
4		18	M	22							
					10	 Apparent Competent BEDROCK					
						End of Boring at 10 ft Due to Auger Refusal on Apparent Competent Bedrock					
						Backfilled with Bentonite Chips and Asphalt Patch					
					15						
					20						

WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

GENERAL NOTES

Start 8/30/16 End 8/30/16
Driller BSD Chief MC Rig CME-55
Logger FD Editor ESF
Drill Method 2.25" HSA; Automatic
Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.







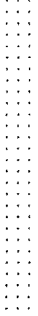



LOG OF TEST BORING

Project Douglas Trail Area
Location Kyamme: 130'N of Acacia, Near CL
Madison, WI

Boring No. 6
Surface Elevation (ft) _____
Job No. C16051-9
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
							4.5 in. Asphalt Pavement/6 in. Base Course					
1		11	M	8			Loose to Medium Dense, Brown Sandy SILT, Trace Clay (ML)					
2		5	M	12								
					5							
3		12	M	15								
4		14	M	9								
					10		Weathered to Competent, Light Brown Sandstone BEDROCK					
5		1	M	50/2"								
					15		End of Boring at 15 ft					
							Backfilled with Bentonite Chips and Asphalt Patch					
					20							

WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

GENERAL NOTES

Start 8/30/16 End 8/30/16
Driller BSD Chief MC Rig CME-55
Logger FD Editor ESF
Drill Method 2.25" HSA; Automatic
Hammer



LOG OF TEST BORING

Project Douglas Trail Area
Location Louden: 160'N of Lamont, Near CL
Madison, WI

Boring No. 8
Surface Elevation (ft) _____
Job No. C16051-9
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL
						<div>3 in. Asphalt Pavement/10 in. Base Course</div> <div>Medium Dense, Brown Fine to Medium SAND, Some Silt and Gravel, Scattered Cobbles/Boulders (SM)</div> <div>Rough Drilling Noted at 7 ft</div> <div>End of Boring at 15 ft</div> <div>Backfilled with Bentonite Chips and Asphalt Patch</div>					
1		7	M	12							
2		14	M	16							
					5						
3		18	M	19							
4		12	M	24							
					10						
5		17	M	22							
					15						
					20						

WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

GENERAL NOTES

Start 8/30/16 End 8/30/16
Driller BSD Chief MC Rig CME-55
Logger FD Editor ESF
Drill Method 2.25" HSA; Automatic
Hammer

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.











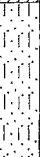


LOG OF TEST BORING

Project Douglas Trail Area
Acacia: 200'E of Groveland, Near CL
Location Madison, WI

Boring No. 10
Surface Elevation (ft) _____
Job No. C16051-9
Sheet 1 of 1

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LI
						 4 in. Asphalt Pavement/11 in. Base Course					
1		6	M	6		 FILL: Loose, Dark Brown/Gray Silt with Clay and Sand					
2		15	M	10		 Stiff to Very Stiff, Brown and Gray Mottled Lean CLAY (CL)	(2.0)				
3		6	M	9		 Loose, Brown to Dark Brown Fine to Coarse SAND, Some Silt and Gravel, Trace CLAY (SM)					
4		10	M	8		 Loose, Dark Brown Clayey Fine to Medium SAND, Some Silt and Gravel (SC/SM)					
5		18	M/W	4		 Loose to Very Loose, Light Brown, Silty Fine SAND (SM)					
						End of Boring at 15 ft					
						Backfilled with Bentonite Chips and Asphalt Patch					

WATER LEVEL OBSERVATIONS

While Drilling ☒ NW Upon Completion of Drilling _____
Time After Drilling _____
Depth to Water _____
Depth to Cave in _____

The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

GENERAL NOTES

Start 8/30/16 End 8/30/16
Driller BSD Chief MC Rig CME-55
Logger FD Editor ESF
Drill Method 2.25" HSA; Automatic
Hammer

LOG OF TEST BORING

SECTION E: BIDDERS ACKNOWLEDGEMENT

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7836

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 - 2017 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. _____ 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 Inc (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____ of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf; and that the said statements are true and correct.

SIGNATURE _____

Vice President

TITLE, IF ANY

Sworn and subscribed to before me this

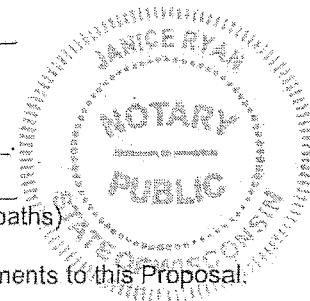
21st day of April, 2017

Janice Ryan

(Notary Public or other officer authorized to administer oaths)

My Commission Expires 10-22-2017

Bidders shall not add any conditions or qualifying statements to this Proposal.



Contract 7936 – 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).

Section F: Best Value Contracting (BVC) Fillable Online Form

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.

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME
LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7836

Small Business Enterprise Compliance Report

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

Cover Sheet

Prime Bidder Information

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

Prime Bidder Certification

I, John Czerepinski, Vice President of
Name Title
Speedway Sand & Gravel Inc. certify that the information
Company

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

Janice Ryzan
Witness' Signature

April 21, 2017
Date

[Signature]
Bidder's Signature

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE LOUDEN LANE, AND KVAMME LANE
 RECONSTRUCTION ASSESSMENT DISTRICT - 2017
 CONTRACT NO. 7836
 DATE: 4/21/17

Speedway Sand & Gravel,
 Inc.

Item	Quantity	Price	Extension
Section B: Proposal Page			
10801.0 - ROOT CUTTING - CURB AND GUTTER - L.F.	130.00	\$5.00	\$650.00
10802.0 - ROOT CUTTING - SIDEWALK - L.F.	40.00	\$5.00	\$200.00
20101.0 - EXCAVATION CUT C.Y.	6640.00	\$19.00	\$126,160.00
20130.0 - UNDERDRAIN - L.F.	2860.00	\$14.00	\$40,040.00
20140.0 - GEOTEXTILE FABRIC TYPE SAS NON WOVEN - S.Y.	2827.00	\$1.30	\$3,675.10
20219.0 - BREAKER RUN - TON	4712.00	\$6.00	\$28,272.00
20221.0 - TOPSOIL - S.Y.	9000.00	\$2.40	\$21,600.00
20303.0 - SAWCUT ASPHALT PAVEMENT - L.F.	300.00	\$1.60	\$480.00
20322.0 - REMOVE CONCRETE CURB & GUTTER - L.F.	20.00	\$7.00	\$140.00
20323.0 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	5262.00	\$1.30	\$6,840.60
20324.0 - REMOVE CONCRETE STEPS - S.F.	20.00	\$6.00	\$120.00
20401.0 - CLEARING - I.D.	360.00	\$20.50	\$7,380.00
20406.0 - GRUBBING - I.D.	410.00	\$15.10	\$6,191.00
20701.0 - TERRACE SEEDING - S.Y.	9000.00	\$1.00	\$9,000.00
21063.0 - EROSION MATTING, CLASS I, TYPE A - ORGANIC - S.Y.	9000.00	\$1.40	\$12,600.00
21301.0 - REMOVE AND REPLACE MAILBOX - EACH	1.00	\$150.00	\$150.00
30201.0 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	7823.00	\$17.44	\$136,433.12
30203.0 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	415.00	\$20.00	\$8,300.00
30208.0 - HAND FORMED CONCRETE CURB & GUTTER (TREE LOCATIONS) - L.F.	130.00	\$25.00	\$3,250.00
30301.0 - 5 INCH CONCRETE SIDEWALK - S.F.	9881.00	\$4.29	\$42,389.49
30302.0 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	13156.00	\$6.00	\$78,936.00
30340.0 - CURB RAMP DETECTABLE WARNING FIELDS - S.F.	128.00	\$30.00	\$3,840.00
30453.0 - SPLIT BLOCK RETAINING WALL - S.F.	250.00	\$35.00	\$8,750.00
40101.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 1 - TON	5190.00	\$15.70	\$81,483.00
40102.0 - CRUSHED AGGREGATE BASE COURSE, GRADATION NO. 2 - TON	4772.00	\$15.70	\$74,920.40
40201.0 - HMA PAVEMENT TYPE E-0.3 - TON	1325.00	\$53.44	\$70,808.00
40202.0 - HMA PAVEMENT TYPE E-1 - TON	2115.00	\$50.80	\$107,442.00
40211.0 - TACK COAT - GAL	1475.00	\$2.75	\$4,056.25
40231.0 - ASPHALT DRIVE & TERRACE - S.Y.	100.00	\$21.00	\$2,100.00
90001.0 - PRUNE TREE - EACH	28.00	\$185.00	\$5,180.00
90002.0 - REMOVE & SALVAGE FENCE (UNDISTRIBUTED) - L.F.	20.00	\$50.00	\$1,000.00
20217.0 - CLEAR STONE - TON	770.00	\$6.00	\$4,620.00
21002.0 - EROSION CONTROL INSPECTION - EACH	8.00	\$450.00	\$3,600.00
21011.0 - CONSTRUCTION ENTRANCE - EACH	4.00	\$200.00	\$800.00
21012.0 - STREET CONSTRUCTION ENTRANCE BERM - EACH	1.00	\$250.00	\$250.00
21013.0 - STREET SWEEPING - LUMP SUM	1.00	\$5,000.00	\$5,000.00
21015.0 - STREET CONSTRUCTION STONE BERM - EACH	34.00	\$250.00	\$8,500.00
21017.0 - SILT SOCK (8 INCH) - COMPLETE - L.F.	50.00	\$10.00	\$500.00
21032.0 - INLET PROTECTION, TYPE C - PROVIDE & INSTALL - EACH	5.00	\$70.00	\$350.00
21033.0 - INLET PROTECTION, TYPE C - MAINTAIN - EACH	10.00	\$45.00	\$450.00

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE LOUDEN LANE, AND KVAMME LANE
 RECONSTRUCTION ASSESSMENT DISTRICT - 2017
 CONTRACT NO. 7836
 DATE: 4/21/17

Speedway Sand & Gravel,
 Inc.

Item	Quantity	Price	Extension
70032.0 - FURNISH AND INSTALL 8-INCH WATER VALVE - EACH	23.00	\$2,375.00	\$54,625.00
70040.0 - FURNISH, INSTALL AND SALVAGE HYDRANT - EACH	11.00	\$5,133.00	\$56,463.00
70053.0 - REPLACE 1-INCH COPPER SERVICE LATERAL - EACH	15.00	\$2,085.42	\$31,281.30
70056.0 - RECONNECT 1-INCH SERVICE LATERAL - EACH	47.00	\$1,368.00	\$64,296.00
70080.0 - CUT-IN OR CONNECT TO EXISTING WATER SYSTEM - EACH	5.00	\$2,129.00	\$10,645.00
70081.0 - FURNISH EXCAVATION AND DITCH FOR LIVE TAP - EACH	2.00	\$2,000.00	\$4,000.00
70082.0 - CUT OFF EXISTING WATER MAIN - EACH	4.00	\$1,800.00	\$7,200.00
70090.0 - ABANDON WATER VALVE BOX - EACH	11.00	\$200.00	\$2,200.00
70101.0 - FURNISH AND INSTALL STYROFOAM - L.F.	296.00	\$16.00	\$4,736.00
70104.0 - ADJUST WATER VALVE BOX - EACH	5.00	\$250.00	\$1,250.00
70106.0 - ROCK EXCAVATION - C.Y.	30.00	\$1.00	\$30.00
70105.0 - PIPE PLUG FOR WATER MAIN INSTALLATION - EACH	2.00	\$300.00	\$600.00
90100.0 - RELOCATE CURB STOP & BOX - EACH	5.00	\$1,583.18	\$7,915.90
10701.0 - TRAFFIC CONTROL - LUMP SUM	1.00	\$5,710.00	\$5,710.00
10911.0 - MOBILIZATION - LUMP SUM	1.00	\$84,354.25	\$84,354.25
96 Items	Totals		\$2,839,999.99



Department of Public Works
City Engineering Division

Larry D. Nelson, P.E.
City Engineer

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

608 266 4751

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

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

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

Operations Supervisor
Kathleen M. Cryan

Hydrogeologist
Joseph L. DeMorett, P.G.

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

Financial Officer
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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



By:

Michael McKibben
Secretary
Michael McKibben

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

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

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

Maria D. Adamski

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



SECTION H: AGREEMENT

THIS AGREEMENT made this 17 day of MAY in the year Two Thousand and Seventeen between **SPEEDWAY SAND & GRAVEL, INC.** hereinafter called the Contractor, and the City of Madison, Wisconsin, hereinafter called the City.

WHEREAS, the Common Council of the said City of Madison under the provisions of a resolution adopted MAY 16, 2017, and by virtue of authority vested in the said Council, has awarded to the Contractor the work of performing certain construction.

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

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

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017 CONTRACT NO. 7836

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 TWO MILLION EIGHT HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 (\$ 2,839,999.99) 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.

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

Article VIII

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

Article IX

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

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

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

This provision applies to all prime contractors on contracts entered into on or after January 1, 2016, and all subcontractors who are required to meet prequalification requirements under MGO 33.07(7)(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:

DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME
LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7836

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

Countersigned:

[Signature] 5/17/17
Witness Date
[Signature] 5/17/17
Witness Date

SPEEDWAY SAND & GRAVEL, INC.

[Signature] 5/17/17
Company Name President Date
[Signature] 5/17/17
Secretary Date

CITY OF MADISON, WISCONSIN

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

Approved as to form:

[Signature]
Finance Director

[Signature]
City Attorney

Signed this 31st day of May

[Signature] 20 17
Mayor Date 31 May 2017

[Signature]
Witness

[Signature] 5-22-2017
City Clerk Date

[Signature]
Witness

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **TWO MILLION EIGHT HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 (\$ 2,839,999.99)** 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:

**DOUGLAS TRAIL, LAMONT LANE, ACACIA LANE, LOUDEN LANE, AND KVAMME
LANE RECONSTRUCTION ASSESSMENT DISTRICT - 2017
CONTRACT NO. 7836**

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 17th day of May, 2017

Countersigned:

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)

Witness

Secretary

✓ President

Seal

Approved as to form:

Fidelity and Deposit Company of Maryland

Surety

Seal

☒ Salary Employee

☐ Commission

By

Elizabeth Mosca
Attorney-in-Fact, Elizabeth Mosca

City Attorney

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

May 17, 2017

Date

Elizabeth Mosca
Agent Signature

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

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

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

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

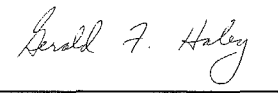
ATTEST:

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



By: 

*Secretary
Michael McKibben*

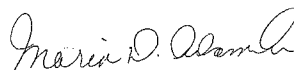


*Vice President
Gerald F. Haley*

**State of Maryland
County of Baltimore**

On this 20th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, 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.



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

