

Contract Routing Form

ROUTING: Routine

printed on: 07/31/2018

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

Project: 2018 - New Sidewalk Installation

Contract No.: 8125
 Enactment No.: 18-00537
 Dollar Amount: 337,622.50

File No.: 52196
 Enactment Date: 07/30/2018

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8-1-2018	8-1-2018
Director of Civil Rights	8-1-18	8-2-18 FNS
Risk Manager	8/6/18	8/6/18 RN
Finance Director	08-07-2018	8-7-18 RN
City Attorney 882	8-08-18	8-10-18
Mayor	08.10.18	08.10.18

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

Original + 2 Copies

07/31/2018 12:17:32 enjls - Engineering 266-4751

Dis Rights: OK / (N/A) Problem - Hold
 Prev Wage: AA Agency / No
 Contract Value: 337,622.50
 AA Plan: Approved
 Amendment / Addendum # N/A
 Type: POS / Div / Sbdv / Gov't /
 Grant / (FW) Goal / Loan / Agrmt

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File #:	52196	Version: 1	Name:	Awarding Public Works Contract No. 8125, 2018 - New Sidewalk Instalation.
Type:	Resolution		Status:	Passed
File created:	6/25/2018		In control:	<u>BOARD OF PUBLIC WORKS</u>
On agenda:	7/24/2018		Final action:	7/24/2018
Enactment date:	7/30/2018		Enactment #:	RES-18-00537
Title:	Awarding Public Works Contract No. 8125, 2018 - New Sidewalk Instalation. (City Wide ADs)			
Sponsors:	<u>BOARD OF PUBLIC WORKS</u>			
Attachments:	1. <u>Contract 8125.pdf</u>			

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

Fiscal Note

The proposed resolution awards the contract for the citywide replacement of sidewalk for various locations in 2018 at a cost of \$364,640. The Engineering-Ped/Bike adopted 2018 capital budget includes \$1.58 million of GO Borrowing to fund various improvements to defective sidewalk in 2018 with the Sidewalk Program (MUNIS 10148).

Title

Awarding Public Works Contract No. 8125, 2018 - New Sidewalk Instalation. (City Wide ADs)

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 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 herein.

See attached document (Contract No. 8125) for itemization of bids.

SON

PROJECT _____ CONTRACTOR _____ AMOUNT OF BID _____

CONTRACT NO. 8125
2018 – NEW SIDEWALK INSTALLATION

SPEEDWAY SAND & GRAVEL, INC.

\$337,622.50

W. Beltline Frontage Rd.

Acct. No. 11750-403-170:54425(91347)	\$76,950.00
Contingency 8±	<u>6,160.00</u>
Sub-Total	\$83,110.00

Jackson Plaza

Acct. No. 11862-403-172:54440(91347)	\$39,482.50
Contingency 8±	<u>3,157.50</u>
Sub-Total	\$42,640.00

Mayfair Avenue

Acct. No. 11750-403-170:54425(91347)	\$39,157.50
Contingency 8±	<u>3,132.50</u>
Sub-Total	\$42,290.00

Perry St.

Acct. No. 11750-403-170:54425(91347)	\$49,380.00
Contingency 8±	<u>3,950.00</u>
Sub-Total	\$53,330.00

S. Whitney Way

Acct. No. 11861-403-172:54440(91347)	\$132,652.50
Contingency 8±	<u>10,617.50</u>
Sub-Total	\$143,270.00

GRAND TOTAL	<u>\$364,640.00</u>
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Jurisdiction: Wisconsin

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
Main Admin Office Primary Phone	(847) 605-6000
Main Admin Office Toll Free Phone	(800) 382-2150

Email

No results found.

Website

No results found.

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Company Type

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

Appointments

mosca

Licensee Name	License Number	NPN	License Type	Line of Authority	Appointment Date	Effective Date	Expiration Date
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Casualty	02/03/2016	03/16/2018	03/15/2019
ELIZABETH MOSCA	12305256	12305256	Intermediary (Agent) Individual	Property	02/03/2016	03/16/2018	03/15/2019

Line Of Business

Line of Business	Effective Date
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First	Previous	1	Next	Last
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Contact

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

First	Previous	1	Next	Last
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Company Merger

No results found.

Name Change History

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

First	Previous	1	Next	Last
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\$337,622.50
FILE

BID OF SPEEDWAY SAND & GRAVEL, INC.

2018

PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS

FOR

2018 - NEW SIDEWALK INSTALLATION

CONTRACT NO. 8125

MUNIS NO. 11750

IN

MADISON, DANE COUNTY, WISCONSIN

AWARDED BY THE COMMON COUNCIL
MADISON, WISCONSIN ON JULY 24, 2018

CITY ENGINEERING DIVISION
1600 EMIL STREET
MADISON, WISCONSIN 53713

<https://bidexpress.com/login>

**2018 - NEW SIDEWALK INSTALLATION
CONTRACT NO. 8125**

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This Proposal, and Agreement have
been prepared by:

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



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

RFP: cd

SECTION A: ADVERTISEMENT FOR BIDS AND INSTRUCTIONS TO BIDDERS

REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

A BEST VALUE CONTRACTING MUNICIPALITY

PROJECT NAME:	2018 - NEW SIDEWALK INSTALLATION
CONTRACT NO.:	8125
SBE GOAL	6%
BID BOND	5%
SBE PRE BID MEETING (1:00 P.M.)	JUNE 22, 2018
PREQUALIFICATION APPLICATION DUE (2:00 P.M.)	JUNE 21, 2018
BID SUBMISSION (2:00 P.M.)	JUNE 28, 2018
BID OPEN (2:30 P.M.)	JUNE 28, 2018
PUBLISHED IN WSJ	JUNE 14 & 21, 2018

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

PREQUALIFICATION APPLICATION: Forms are available on our website, www.cityofmadison.com/business/pw/forms.cfm. If not currently prequalified in the categories listed in Section A, an amendment to your Prequalification will need to be submitted prior to the same due date. Postmark is not applicable.

BIDS TO BE SUBMITTED by hand to 1600 EMIL ST., MADISON, WI 53713 or online at www.bidexpress.com.

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

STANDARD SPECIFICATIONS

The City of Madison's Standard Specifications for Public Works Construction - 2018 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

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

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102, "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103, "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

SECTION 102.1: PRE-QUALIFICATION OF BIDDERS

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be pre-qualified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

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

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

SECTION 102.4 PROPOSAL

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

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

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

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

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

SECTION 102.5: BID DEPOSIT (PROPOSAL GUARANTY)

All bids, sealed or electronic, must be accompanied with a Bid Bond 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 Infrared Seamless Patching
 245 Landscaping, Maintenance
 246 Ecological Restoration
 250 Landscaping, Site and Street
 251 Parking Ramp Maintenance
 252 Pavement Marking
 255 Pavement Sealcoating and Crack Sealing
 260 Petroleum Above/Below Ground Storage Tank Removal/Installation
 262 Playground Installer

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

Bridge Construction

- 501 Bridge Construction and/or Repair

Building Construction

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

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

State of Wisconsin Certifications

- 1 Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
 2 Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
 3 Class 7 Blaster - Blasting Operations and Activities for structures greater than 15' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
 4 Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
 5 Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: www.dhs.wisconsin.gov/Asbestos/Cert. State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
 6 Certification number as a Certified Arborist or Certified Tree Worker as administered by the International Society of Arboriculture
 7 Pesticide application (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP)
 8 State of Wisconsin Master Plumbers License.

SECTION B: PROPOSAL

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

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

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

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

SECTION C: SMALL BUSINESS ENTERPRISE

Instructions to Bidders City of Madison SBE Program Information

2 Small Business Enterprise (SBE) Program Information

2.1 Policy and Goal

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

Please refer to the "ADVERTISEMENT FOR BIDS" for the goal for the utilization of SBEs on this project. SBEs may participate as subcontractors, vendors and/or suppliers, which provide a commercially useful function. The dollar value for SBE suppliers or 'materials only' vendors shall be discounted to 60% for purposes of meeting SBE goals.

A bidder which achieves or exceeds the SBE goal will be in compliance with the SBE requirements of this project. In the event that the bidder is unable to achieve the SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Failure to either achieve the goal or demonstrate a good faith effort to do so will be grounds for the bidder being deemed a non-responsible contractor ineligible for award of this contract.

A bidder may count towards its attainment of the SBE goal only those expenditures to SBEs that perform a commercially useful function. For purposes of evaluating a bidder's responsiveness to the attainment of the SBE goal, the contract participation by an SBE is based on the percentage of the total base bid proposed by the Contractor. The total base bid price is inclusive of all addenda.

Work performed by an SBE firm in a particular transaction can be counted toward the goal only if it involves a commercially useful function. That is, in light of industry practices and other relevant considerations, does the SBE firm have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the SBE Program, or is the firm's role a superfluous step added in an attempt to obtain credit towards goals? If, in the judgment of the Affirmative Action Division, the SBE firm will not perform a commercially useful function in the transaction, no credit towards goals will be awarded.

The question of whether a firm is performing a commercially useful function is completely separate from the question of whether the firm is an eligible SBE. A firm is eligible if it meets the definitional criteria and ownership and control requirements, as set forth in the City of Madison's SBE Program.

If the City of Madison determines that the SBE firm is performing a commercially useful function, then the City of Madison must then decide what that function is. If the commercially useful function is that of an SBE vendor / supplier that regularly transacts business with the respective product, then the City of Madison will count 60% of the value of the product supplied toward SBE goals.

To be counted, the SBE vendor / supplier must be engaged in selling the product in question to the public. This is important in distinguishing an SBE vendor / supplier, which has a regular trade with a variety of customers, from a firm which performs supplier-like functions on an ad hoc basis or for only one or two contractors with whom it has a special relationship.

A supplier of bulk goods may qualify as an eligible SBE vendor / supplier if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment; e.g., a fleet of trucks, the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party; e.g., a prime contractor, or leases such a party's trucks on an ad hoc basis for a specific job.

If the commercially useful function being performed is not that of a qualified SBE vendor / supplier, but rather that of delivery of products, obtaining bonding or insurance, procurement of personnel, acting as a broker or manufacturer's representative in the procurement of supplies, facilities, or materials, etc., only the fees or commissions will apply towards the goal.

For example, a business that simply transfers title of a product from manufacturer to ultimate purchaser; e. g., a sales representative who re-invoices a steel product from the steel company to the Contractor, or a firm that puts a product into a container for delivery would not be considered a qualified SBE vendor / supplier. The Contractor would not receive credit based on a percentage of the cost of the product for working with such firms.

Concerning the use of services that help the Contractor obtain needed supplies, personnel, materials or equipment to perform a contract: only the fee received by the service provider will be counted toward the goal. For example, use of a SBE sales representative or distributor for a steel company, if performing a commercially useful function at all, would entitle the Contractor receiving the steel to count only the fee paid to the representative or distributor toward the goal. This provision would also govern fees for professional and other services obtained expressly and solely to perform work relating to a specific contract.

Concerning transportation or delivery services: if an SBE trucking company picks up a product from a manufacturer or a qualified vendor / supplier and delivers the product to the Contractor, the commercially useful function it is performing is not that of a supplier, but simply that of a transporter of goods. Unless the trucking company is itself the manufacturer or a qualified vendor / supplier in the product, credit cannot be given based on a percentage of the cost of the product. Rather, credit would be allowed for the cost of the transportation service.

The City is aware that the rule's language does not explicitly mention every kind of business that may contribute work on this project. In administering these programs, the City would, on a case-by-case basis, determine the appropriate counting formula to apply in a particular situation.

2.2 Contract Compliance

Questions concerning the SBE Program shall be directed to the Contract Compliance Officer of the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

2.3 Certification of SBE by City of Madison

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. Contact the Contract Compliance Officer as indicated in Section 2.2 to receive a copy of the SBE Directory or you may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm.

All contractors, subcontractors, vendors and suppliers seeking SBE status must complete and submit the **Targeted Business Certification Application** to the City of Madison Affirmative Action Division by the time and date established for receipt of bids. A copy of the Targeted Business Certification Application is available by contacting the Contract Compliance Officer at the address and telephone indicated in Section 2.2 or you may access the Targeted Business Certification Application online at www.cityofmadison.com/dcr/aaTBDDir.cfm. Submittal of the Targeted Business Certification Application by the time specified does not guarantee that the applicant will be certified as a SBE eligible to be utilized towards meeting the SBE goal for this project.

2.4 Small Business Enterprise Compliance Report

2.4.1 Good Faith Efforts

Bidders shall take all necessary affirmative steps to assure that SBEs are utilized when possible and that the established SBE goal for this project is achieved. A contractor who self performs a portion of the work, and is pre-qualified to perform that category of work, may subcontract that portion of the work, but shall not be required to do so. When a bidder is unable to achieve the established SBE goal, the bidder must demonstrate that a good faith effort to do so was made. Such a good faith effort should include the following:

- 2.4.1.1 Attendance at the pre-bid meeting.
- 2.4.1.2 Using the City of Madison's directory of certified SBEs to identify SBEs from which to solicit bids.
- 2.4.1.3 Assuring that SBEs are solicited whenever they are potential sources.
- 2.4.1.4 Referring prospective SBEs to the City of Madison Affirmative Action Division for certification.
- 2.4.1.5 Dividing total project requirements into smaller tasks and/or quantities, where economically feasible, to permit maximum feasible SBE participation.
- 2.4.1.6 Establishing delivery schedules, where requirements permit, which will encourage participation by SBEs.
- 2.4.1.7 Providing SBEs with specific information regarding the work to be performed.
- 2.4.1.8 Contacting SBEs in advance of the deadline to allow such businesses sufficient time to prepare a bid.
- 2.4.1.9 Utilizing the bid of a qualified and competent SBE when the bid of such a business is deemed reasonable (i.e. 5% above the lowest bidder), although not necessarily low.
- 2.4.1.10 Contacting SBEs which submit a bid, to inquire about the details of the bid and confirm that the scope of the work was interpreted as intended.
- 2.4.1.11 Completion of Cover Page (page C-6), Summary Sheet (page C-7) and SBE Contact Reports (pages C-8 and C9) if applicable.

2.4.2 Reporting SBE Utilization and Good Faith Efforts

The Small Business Enterprise Compliance Report is to be submitted by the bidder with the bid: This report is due by the specified bid closing time and date. Bids submitted without a completed SBE Compliance Report as outlined below may be deemed non-responsible and the bidder ineligible for award of this contract. Notwithstanding any language to the contrary contained herein, the City may exercise its discretion to allow bidders to correct or supplement submissions after bid opening, if the minor discrepancy, bid irregularity or omission is insignificant and not one related to price, quality, quantity, time of completion, performance of the contract, or percentage of SBE utilization.

2.4.2.1 If the Bidder meets or exceeds the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.1.1 **Cover Page**, Page C-6; and

2.4.2.1.2 **Summary Sheet**, C-7.

2.4.2.2 If the bidder does not meet the goal established for SBE utilization, the Small Business Enterprise Compliance Report shall consist of the following:

2.4.2.2.1 **Cover Page**, Page C-6;

2.4.2.2.2 **Summary Sheet**, C-7; and

2.4.2.2.3 **SBE Contact Report**, C-8 and C-9. (A separate Contact Report must be completed for each applicable SBE which is not utilized.)

2.5 Appeal Procedure

A bidder which does not achieve the established goal and is found non-responsible for failure to demonstrate a good faith effort to achieve such goal and subsequently denied eligibility for award of contract may appeal that decision to the Small Business Enterprises Appeals Committee. All appeals shall be made in writing, and shall be delivered to and received by the City Engineer no later than 4:30 PM on the third business day following the bidder's receipt of the written notification of ineligibility by the Affirmative Action Division Manager. Postmark not acceptable. The notice of appeal shall state the basis for the appeal of the decision of the Affirmative Action Division Manager. The Appeal shall take place in accordance with Madison General Ordinance 33.54.

2.6 SBE Requirements After Award of the Contract

The successful bidder shall identify SBE subcontractors, suppliers and vendors on the subcontractor list in accordance with the specifications. The Contractor shall submit a detailed explanation of any variances between the listing of SBE subcontractors, vendors and/or suppliers on the subcontractor list and the Contractor's SBE Compliance Report for SBE participation.

No change in SBE subcontractors, vendors and/or suppliers from those SBEs indicated in the SBE Compliance Report will be allowed without prior approval from the Engineer and the Affirmative Action Division. The contractor shall submit in writing to the City of Madison Affirmative Action Division a request to change any SBE citing specific reasons which necessitate such a change. The Affirmative Action Division will use a general test of reasonableness in approving or rejecting the contractor's request for change. If the request is approved, the Contractor will make every effort to utilize another SBE if available.

The City will monitor the project to ensure that the actual percentage commitment to SBE firms is carried out.

2.7 SBE Definition and Eligibility Guidelines

A Small Business Enterprise is a business concern awarded certification by the City of Madison. For the purposes of this program a Small Business Enterprise is defined as:

- A. An independent business operated under a single management. The business may not be a subsidiary of any other business and the stock or ownership may not be held by any individual or any business operating in the same or a similar field. In determining whether an entity qualifies as a SBE, the City shall consider all factors relevant to being an independent business including, but not limited to, the date the business was established, adequacy of its resources for the work in which it proposes to involve itself, the degree to which financial, equipment leasing and other relationships exist with other ineligible firms in the same or similar lines of work. SBE owner(s) shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their enjoyment interests, as demonstrated by an examination of the substance rather than form or arrangements that may be reflected in its ownership documents.
- B. A business that has averaged no more than \$4.0 million in annual gross receipts over the prior three year period and the principal owner(s) do not have a personal net worth in excess of \$1.32 million.

Firm and/or individuals that submit fraudulent documents/testimony may be barred from doing business with the City and/or forfeit existing contracts.

SBE certification is valid for one (1) year unless revoked.

SECTION D: SPECIAL PROVISIONS

2018 - NEW SIDEWALK INSTALLATION CONTRACT NO. 8125

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 \$61,000 for a single trade contract; or equal to or greater than \$297,500 for a multi-trade contract pursuant to MGO 33.07(7).

SECTION 102.12 EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO).

Equal Benefits are not required. Delete the entire provision.

ARTICLE 104 SCOPE OF WORK

This contract consists of five sidewalk and path installation projects. These projects include:

- Approximately 870 ft. of concrete sidewalk on the West Beltline Frontage Road in front of 2201 and 2301 West Beltline Highway.
- Approximately 245 ft. of asphalt path and approximately 130 ft. of concrete sidewalk in Jackson Plaza along Atwood Avenue between Dunning Street and Jackson Street.
- Approximately 120 ft. of concrete sidewalk on Mayfair Avenue in front of 905 Mayfair Avenue. This location also includes sidewalk ramp removal and replacement.
- Approximately 170 ft. of concrete sidewalk on Perry Street in front of 825 West Badger Road. This project also includes installation of sidewalk ramps to cross West Badger Road.
- Approximately 625 ft. of concrete sidewalk on South Whitney Way from 160 ft. south of the eastbound Beltline Highway on-ramp to the westbound Beltline Highway off-ramp.

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

SECTION 105.12 COOPERATION BY THE CONTRACTOR

The Contractor shall use care around all existing trees, plantings, fences, walls, steps and driveways that are to remain. Any items not specifically called out for removal are to remain. Damage to these items during construction shall be repaired or replaced at the Contractor's expense. No trees, other than those shown on the plan to be removed, shall be cut without the approval of the Engineer and the City Forester; the abutting property owners shall be notified in accordance with the City's Administrative Procedure Memorandum No. 6-2.

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

SECTION 107.7

MAINTENANCE OF TRAFFIC

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

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

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

West Beltline Frontage Road

Maintain two directions of traffic at all times. Contractor shall maintain access to adjacent business at all times.

Jackson Plaza

Maintain two directions of motor-vehicle traffic at all times on adjacent streets. Contractor may close one (1) lane of travel on Atwood Avenue during non-peak hours (9:00 a.m. to 3:30 p.m.). Contractor may remove parking along the areas of sidewalk installation for the duration of the project. Contractor shall maintain bicycle and pedestrian traffic around the project site by directing path users to the sidewalk on the north side of St. Paul Avenue between Dunning Street and Jackson Street. Access to existing bus stop on Atwood Avenue to be maintained throughout project.

Mayfair Avenue

Maintain two directions of traffic at all times. Contractor may remove parking along the areas of sidewalk installation for the duration of the project.

Perry Street

Maintain two directions of traffic at all times on Perry Street and West Badger Road. Maintain access for emergency vehicles to adjacent fire station at all times. Access to fire station driveway on Perry Street may be completely closed for a maximum of 48 continuous hours in order to complete curb and pavement replacement. Contractor shall contact Mike Popovich, Madison Fire Department, mpopovich@cityofmadison.com, 608-266-5946 at least 72 hours in advance of work starting at this location.

Whitney Way

Contractor may close one (1) lane of travel on South Whitney Way during non-peak hours (9:00 a.m. to 3:30 p.m.). No lane impacts shall occur to the westbound Beltline off-ramp or eastbound Beltline on-ramp.

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

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

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

Provide access for mail delivery to all properties.

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

SECTION 107.8 NOTIFICATION WHEN CLOSING STREET

The Contractor shall not remove or cover any traffic signs. For removal, replacement, or covering 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 two working days in advance of when any existing signs need to be removed or covered. This service is free of charge. If the Contractor removes or covers the signs, the Contractor will be billed for the reinstallation or repair of, and any damage to, the signing equipment.

The Contractor shall notify the City of Madison Police Department, Fire Department, Madison Metro, and Traffic Engineering 48 hours in advance of all closure of streets. Notify Madison Metro one week prior to street closures, and reopening the road to through traffic for bus routing. Madison Metro contact is Katie Sellner (608) 261-9633.

SECTION 107.10 OPENING OF SECTION OF HIGHWAY TO TRAFFIC

Upon completion of all concrete work, final surface course of pavement, landscaping, topsoil, seed or sod, the City Construction Engineer shall certify that it is complete and shall contact the City of Madison Traffic Operations Section, 266-4767. The Contractor shall leave all barricades and traffic control in place until such time that the final signing has been installed by the City. The City shall notify the Contractor when the final signing is complete and the Contractor shall remove all temporary construction signs and barricades within 24 hours of the notification.

SECTION 108.2 PERMITS

The City of Madison has obtained City of Madison Erosion Control Permits for the project locations.

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.

SECTION 109.2 PROSECUTION OF WORK

The Contractor shall begin work on or before **August 20, 2018**. The total time of completion of the contract shall be **ONE HUNDRED (100) CALENDAR DAYS**. Some project locations have specific requirements regarding dates that work can be performed at those locations, and these requirements are noted below. Once the Contractor begins work at a specific location within this project, all work at that location must be completed within fourteen (14) calendar days unless otherwise specified below. The combined construction time shall not exceed the total time of completion listed above.

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. The Contractor shall limit workdays to 7:00 p.m. unless approved by the Engineer in writing.

Once work begins on South Whitney Way, all work on South Whitney Way shall be completed within 28 Calendar Days.

Any cold weather protection required to complete the work detailed in this contract shall be considered incidental to the bid items.

SECTION 109.9 LIQUIDATED DAMAGES

The fixed, agreed upon, liquidated damages for failure to complete all work within the contract timeframe or failure to complete the work within the specified duration for each location shall be \$670 per calendar day. The liquidated damages shall be summed in the event that the work is not completed within the specified timeframe for multiple locations. The time of completion will be computed in accordance with Section 109.7 of the Specifications starting with the start date shown or the actual date work begins whichever is sooner.

SECTION 203.2 DISPOSING OF MATERIALS

The Contractor shall comply with Section 203.2 of the City of Madison Standard Specifications for Public Works Construction for disposal of materials.

BID ITEM 10911 – MOBILIZATION

This bid item includes mobilization for each location included in this project.

BID ITEM 20101 – EXCAVATION CUT

DESCRIPTION

The item of Excavation Cut shall apply to all excavation for grading purposes and for removal of asphalt pavement within the project limits. Excavation Cut shall be in accordance with Article 201 of the Standard Specifications except as provided below. Removal of shrubs and brush shall be considered incidental to this bid item.

CONSTRUCTION METHODS

Suitable material, as determined by the Construction Engineer, from the cut shall be used on site to construct embankments as indicated on the plans. Placing, grading, and compaction of excavated materials will be considered incidental to this bid item.

The Contractor shall be responsible for determining a suitable off-site disposal location for excess or unsuitable material. Contractor shall comply with all laws and permit conditions for off-site disposal.

BASIS OF PAYMENT

Excavation Cut, will be paid at the contract unit price per Cubic Yard, which shall be full compensation for removing and disposing of asphalt pavement, all excavation of granular materials or soil, compaction of the subgrade where required, removal and disposal of all excess materials of all types, and all labor, tools, equipment, and incidentals necessary to complete this item of work.

BID ITEM 21017 – SILT SOCK (8 INCH) COMPLETE
BID ITEM 21055 – INLET PROTECTION TYPE D HYBRID - COMPLETE

DESCRIPTION

Silt Sock Complete and Inlet Protection Type D Hybrid - Complete and any other erosion control measures shall be installed as directed by the Engineer.

BID ITEM 30301 – 5 INCH CONCRETE SIDEWALK
BID ITEM 30302 – 7 INCH CONCRETE SIDEWALK

All necessary excavation and grading, including stripping of topsoil and placement of suitable fill material, and the base material for the sidewalk as indicated on the plans and details is included with these bid items. Any cold weather protection required to install these bid items will be considered incidental to the bid items. Restoration of the disturbed areas, including topsoil, seed, and erosion mat, will be paid under the appropriate bid items.

BID ITEM 40251 – ASPHALT MATERIAL FOR CURB FRONT FILL

Asphalt Material for Curb Front Fill shall be installed to match the full depth of the adjacent asphalt pavement. Replacement of any base course material shall be considered incidental to this bid item, unless specifically noted otherwise on the plans and/or details.

BID ITEM 40411 – CONCRETE PAVEMENT RECONSTRUCTION

This bid item is for the reconstruction of concrete sidewalk and driveway at Fire Station #6 (Perry Street frontage). The Contractor shall comply with Section 404.5 of the City of Madison Standard Specifications for Public Works Construction for concrete pavement reconstruction. 12 Hour mix High early strength concrete shall be used in all locations of driveways or any other location required to meet expectations of the traffic control plan. High early strength concrete shall be considered incidental to this bid item. Any cold weather protection required to install this bid item will be considered incidental to the bid item.

BID ITEM 90001 – REBUILD CATCHBASIN TOP

DESCRIPTION

Work under this bid item shall include all work, materials, labor, equipment and incidentals necessary to rebuild the top of a catchbasin on Mayfair Avenue. This work shall consist of removing the existing catchbasin top and replacing them with precast or cast-in-place top section. The rebuilt catchbasin top will have a solid roof with no casting and shall be constructed so that the roof of the catchbasin is below the base of the proposed concrete sidewalk ramp. The Contractor shall furnish any precast sections used to rebuild the catchbasin top.

METHOD OF MEASUREMENT

Rebuild catchbasin top shall be measured as units of each.

BASIS OF PAYMENT

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

BID ITEM 90002 – REINFORCED HIGH EARLY STRENGTH CONCRETE CURB AND GUTTER

DESCRIPTION

Work under this item shall include all work, materials, labor, equipment, and incidentals necessary to install typical Type 'A' Concrete Curb and Gutter per the City Standard Specifications with steel reinforcement as shown on the plans and details.

MATERIALS

12 Hour mix High early strength concrete shall be used in all locations of driveways or any other location required to meet expectations of the traffic control plan. High early strength concrete shall be considered incidental to this bid item. Any cold weather protection required to install this bid item will be considered incidental to the bid item.

All steel reinforcement shall be epoxy coated.

METHOD OF MEASUREMENT

Reinforced Concrete Curb & Gutter shall be measure by the linear foot along the face of curb.

BASIS OF PAYMENT

Reinforced Concrete Curb & Gutter shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above.



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Gregory T. Fries, P.E.
Principal Engineer 2
Christopher J. Petykowski, P.E.
John S. Fahrney, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

June 26, 2018

**NOTICE OF ADDENDUM
ADDENDUM NO. 1**

**CONTRACT NO. 8125, PROJECT NO. 11750
2018 – NEW SIDEWALK INSTALLATION**

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

PLANS:

REMOVE

Remove Sheets P1, P3, X2, X7

INSERT

Insert Sheets P1, P3, X2, X7 (Revised 6-21-18)

Proposed profile of W Beltline Frontage Rd sidewalk revised. Proposed typical section for Jackson Plaza revised. Cross section of W Beltline Frontage Rd and Jackson Plaza revised.

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

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

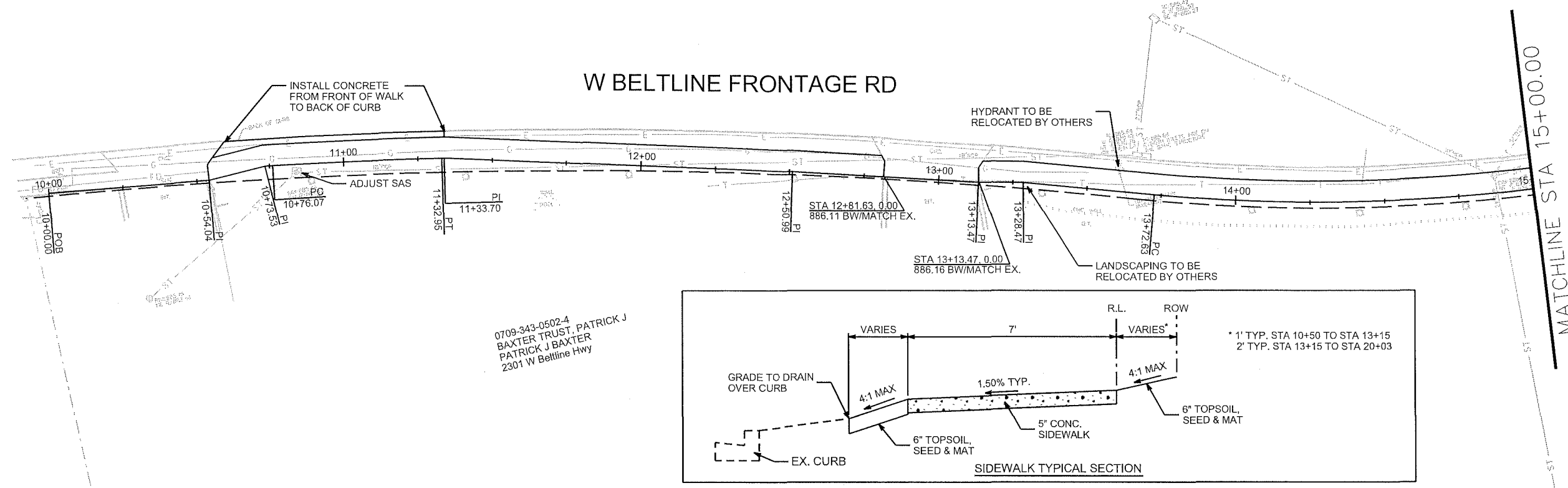
<http://www.bidexpress.com>

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

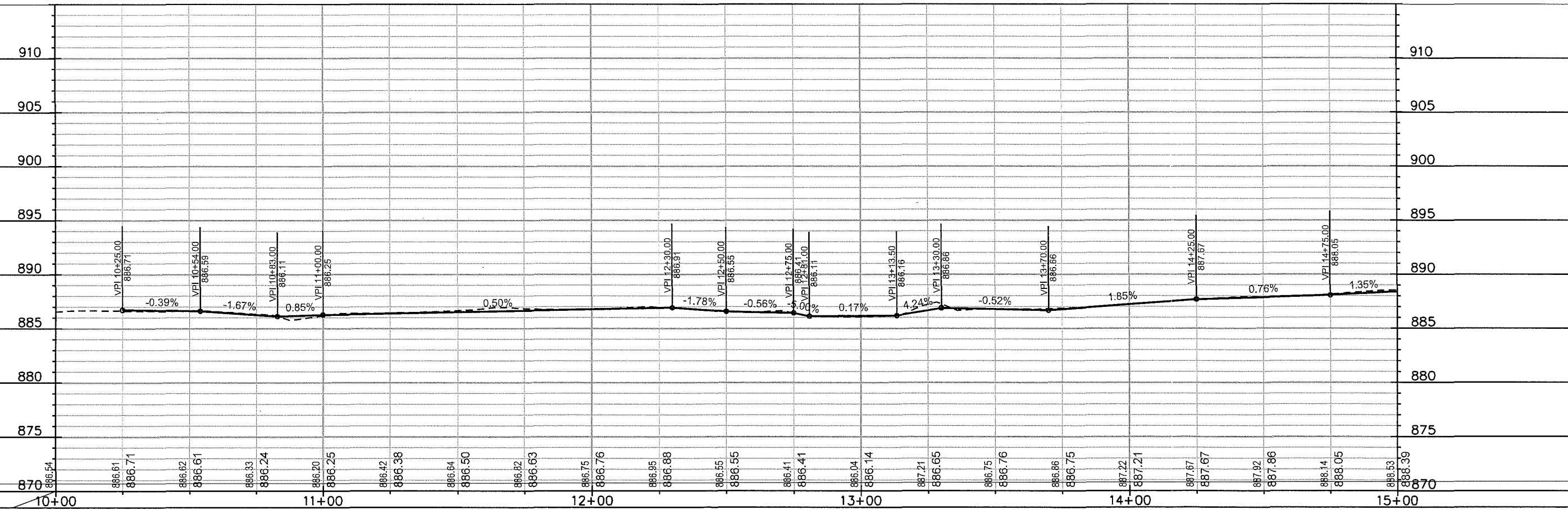
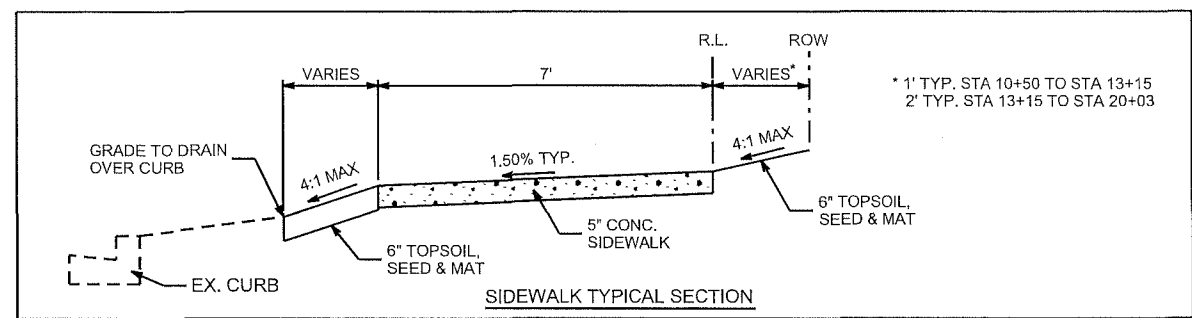
Sincerely,

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

Cc: Greg Fries



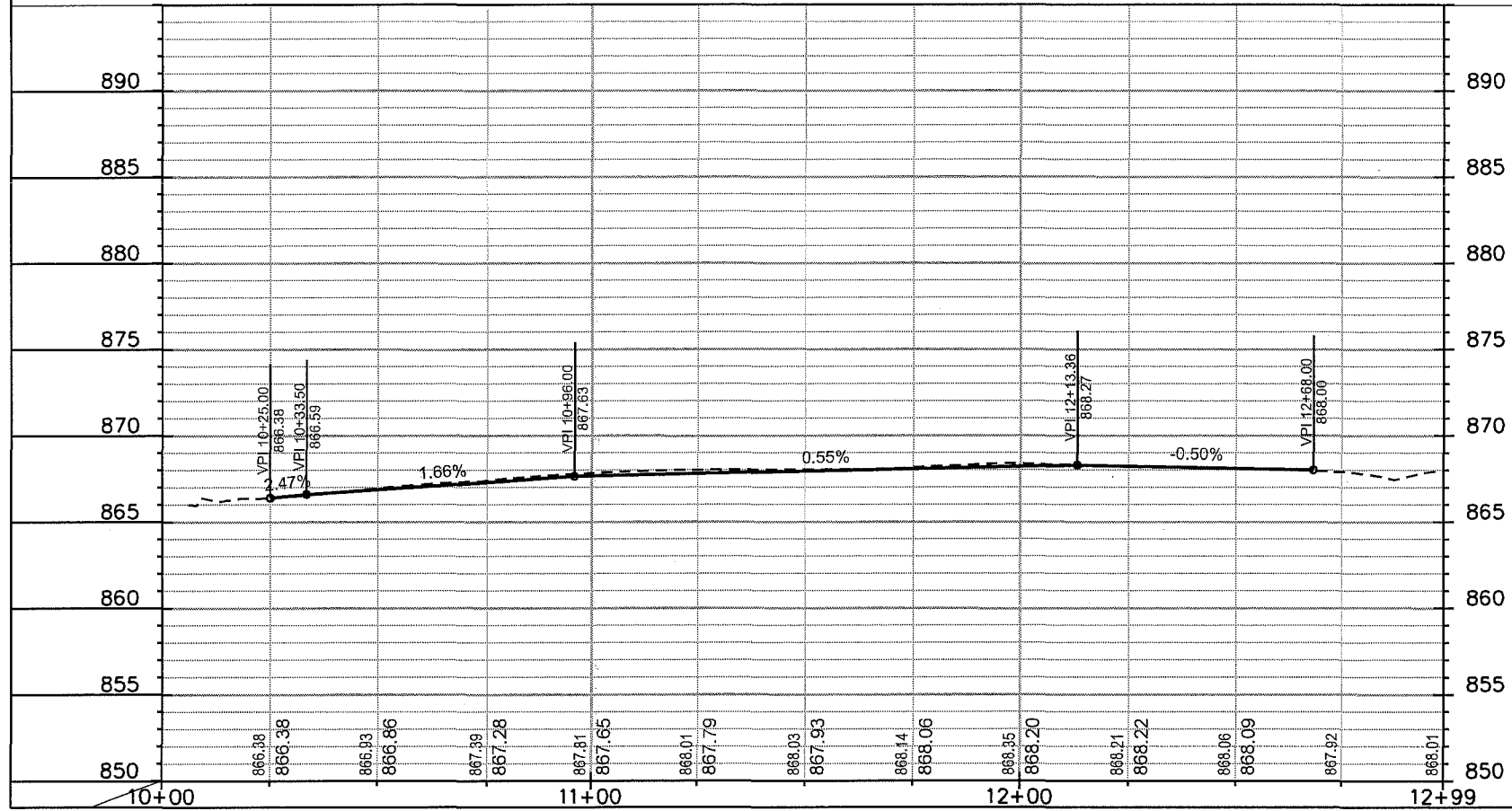
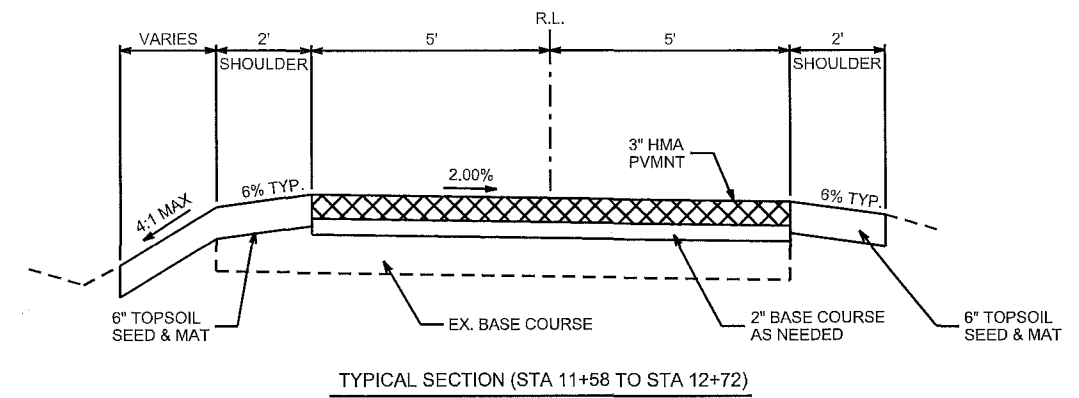
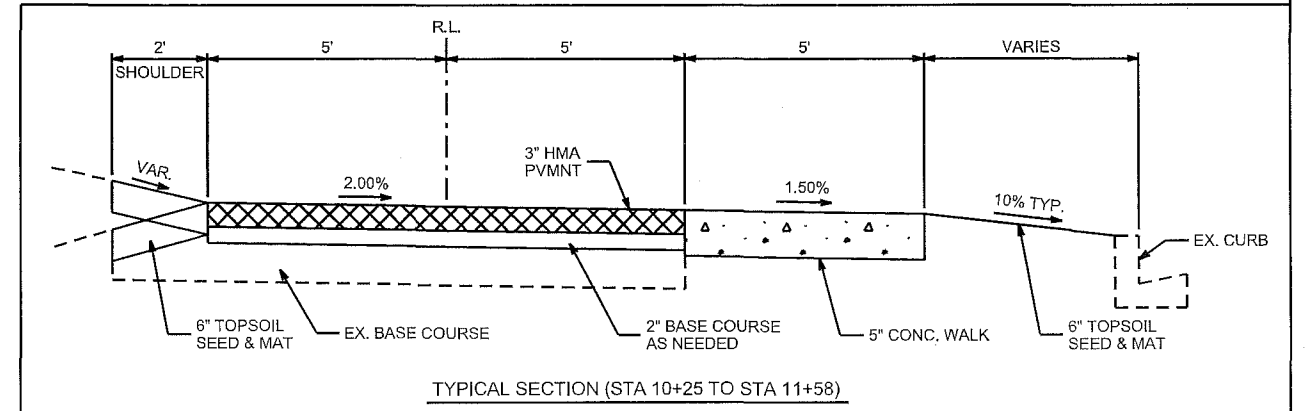
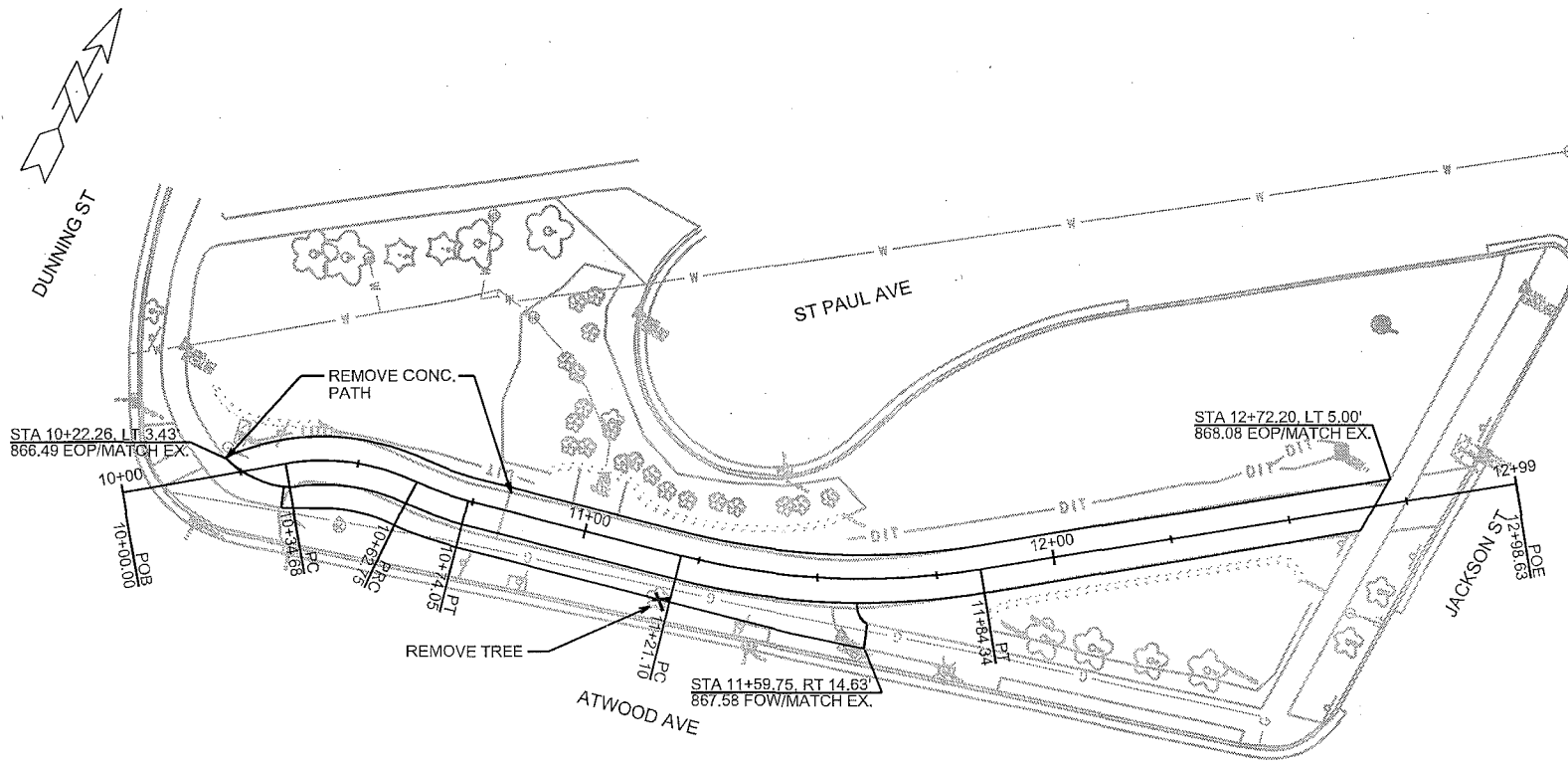
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BAXTER TRUST, PATRICK J
PATRICK J BAXTER
2301 W Beltline Hwy



PLOT SCALE: _____
PLOT NAME: _____
REV. DATE: _____
ORIGINATOR: CITY OF MADISON, STREETS DIVISION

DRG/MAC

ORIGINAL



PLOT SCALE: _____

PLOT NAME: _____

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ORIGINATOR: CITY OF MADISON, STREETS DIVISION

CROSS SECTIONS
W BELTLINE FRONTAGE RD CITY OF MADISON

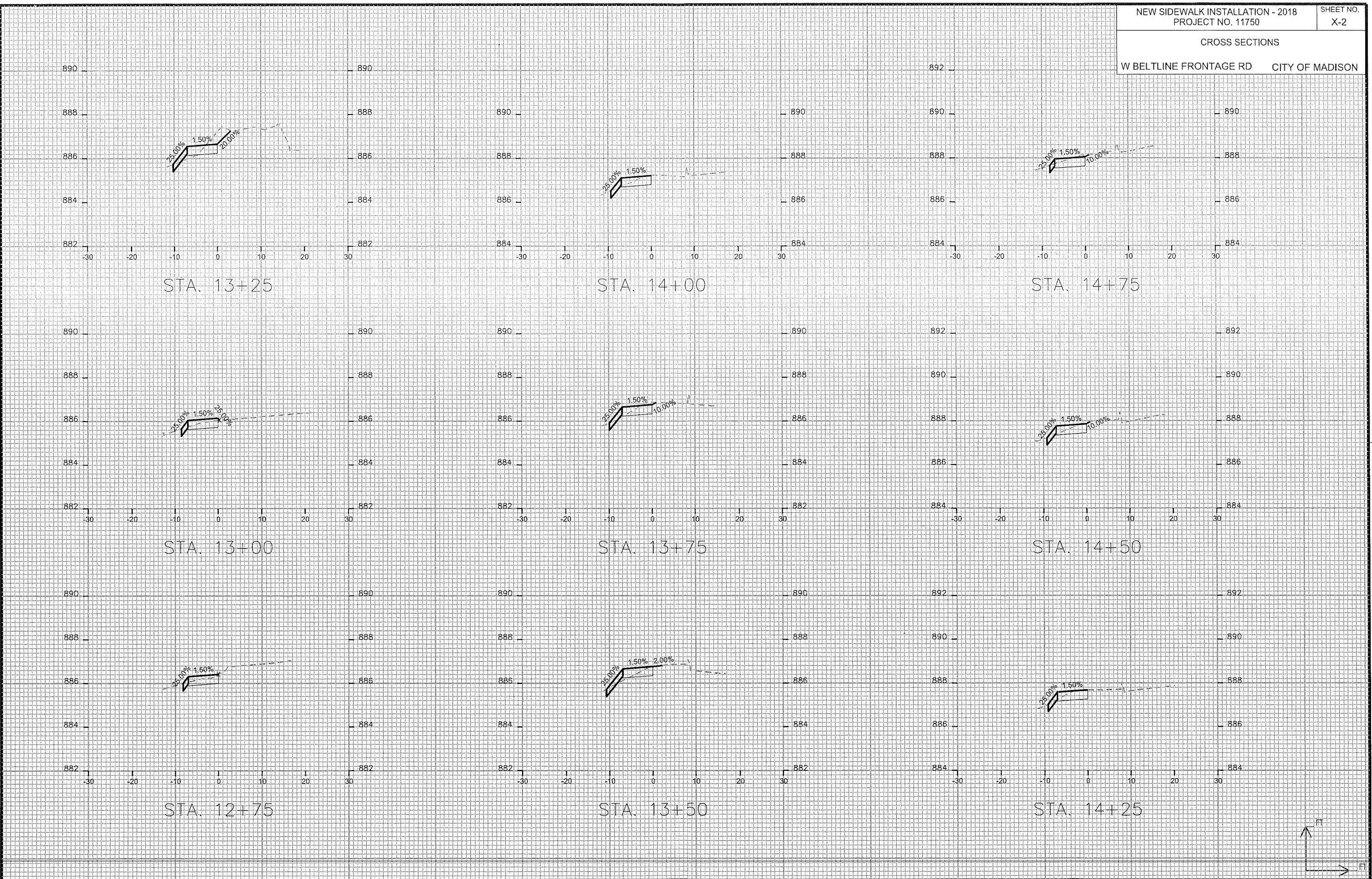
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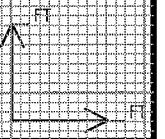
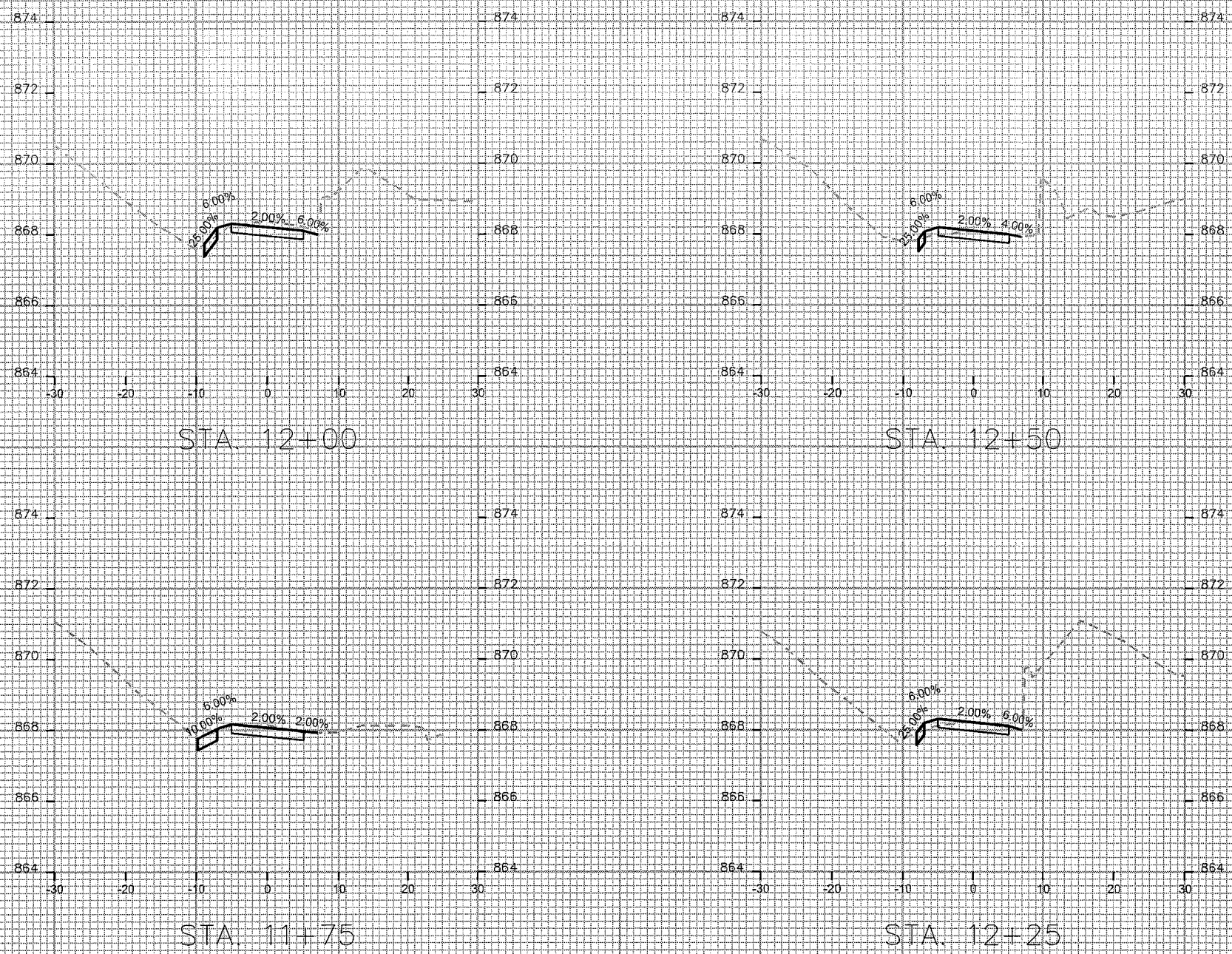
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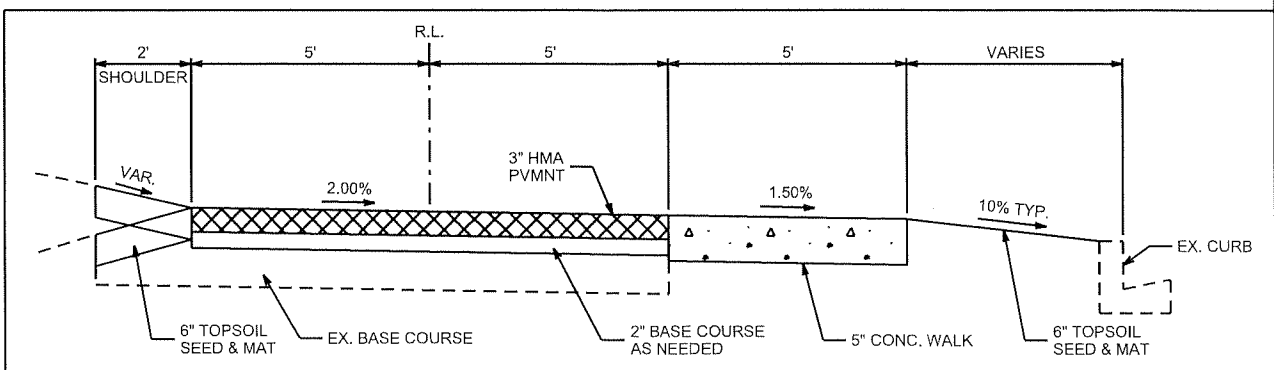
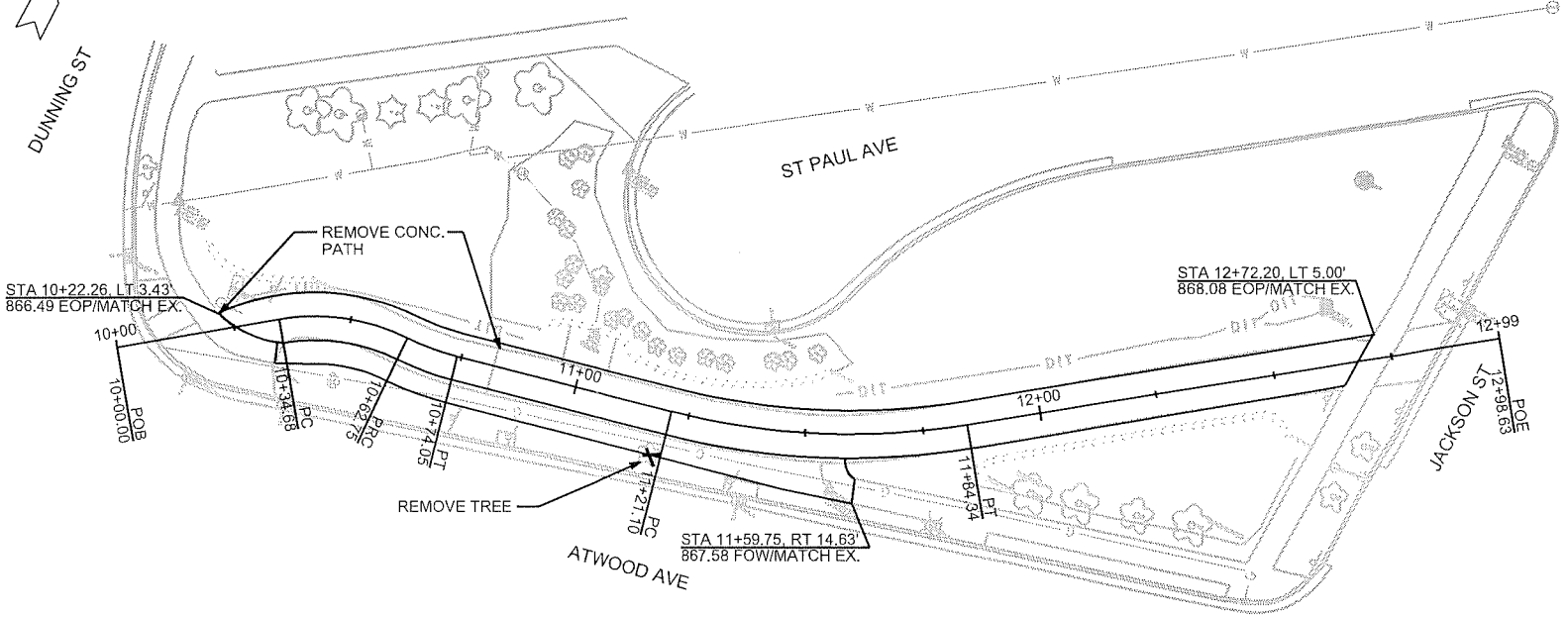
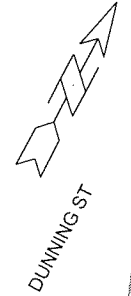
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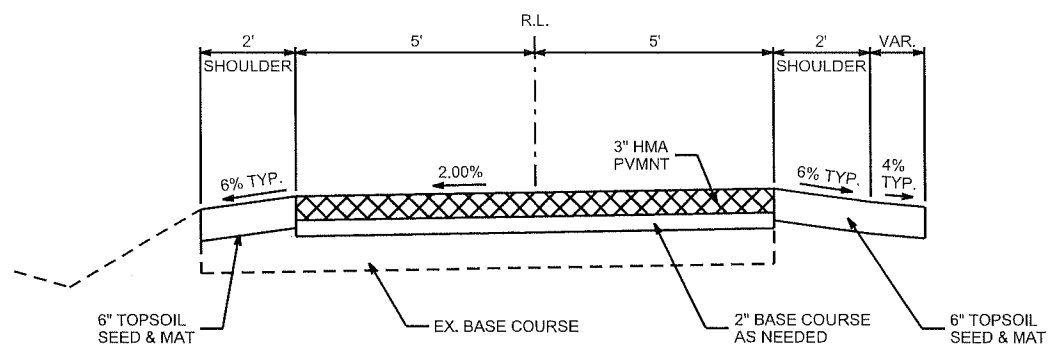
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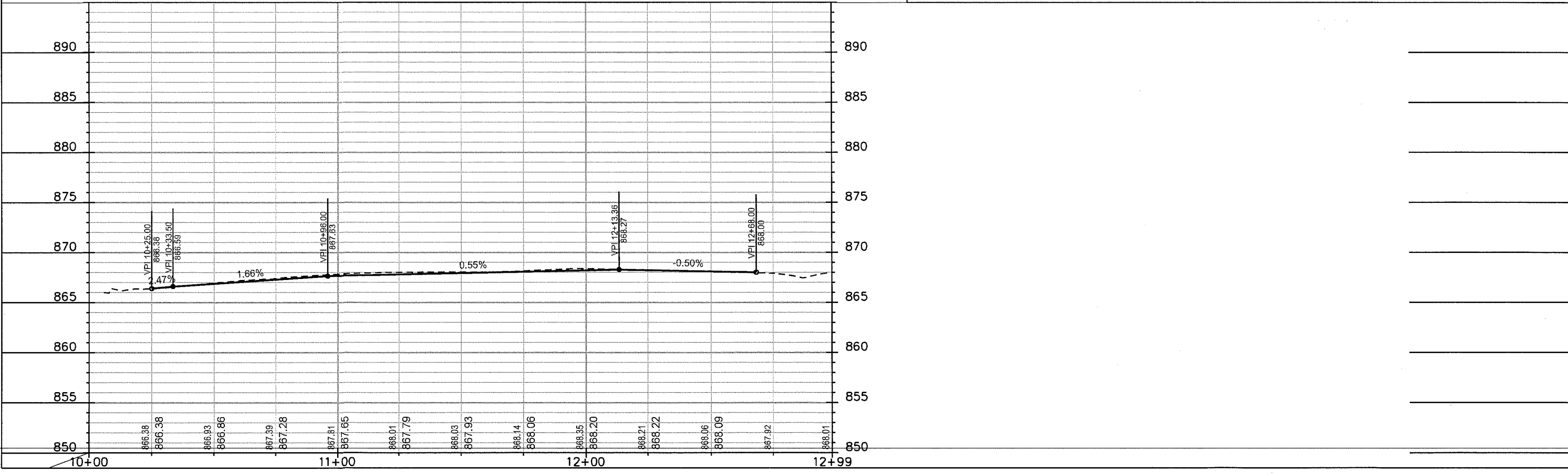
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TYPICAL SECTION (STA 10+25 TO STA 11+58)



TYPICAL SECTION (STA 11+58 TO STA 12+72)

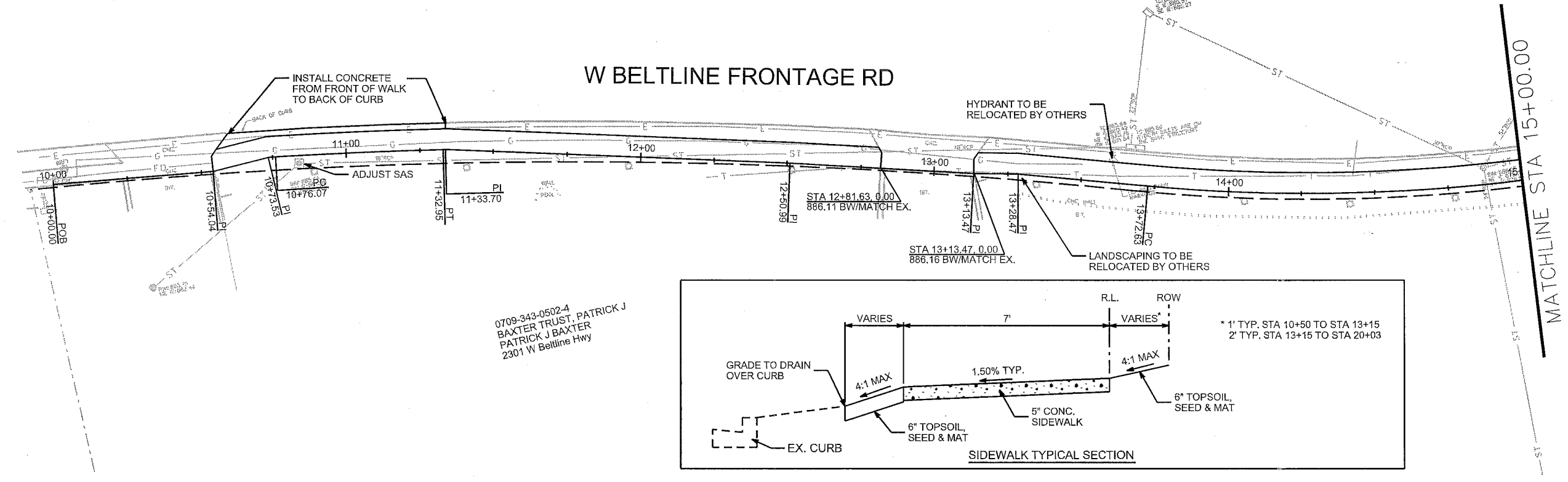


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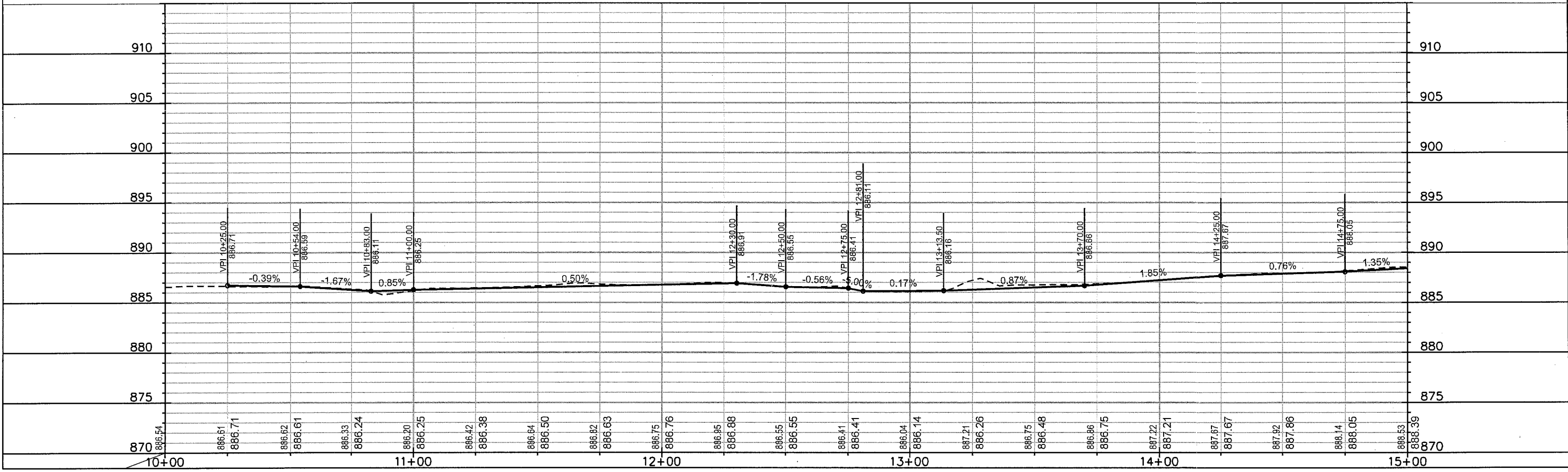
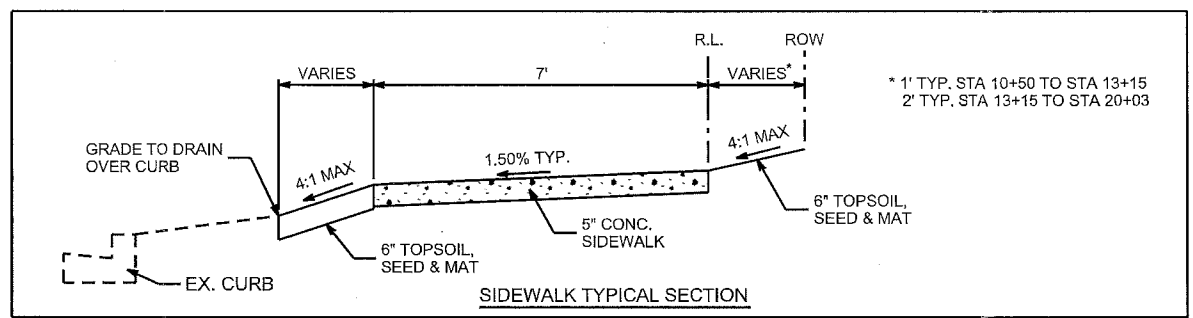
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ORIGINATOR: CITY OF MADISON, STREETS DIVISION



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BAXTER TRUST, PATRICK J
PATRICK J BAXTER
2301 W Beltline Hwy



PLOT SCALE: _____

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REV. DATE: _____

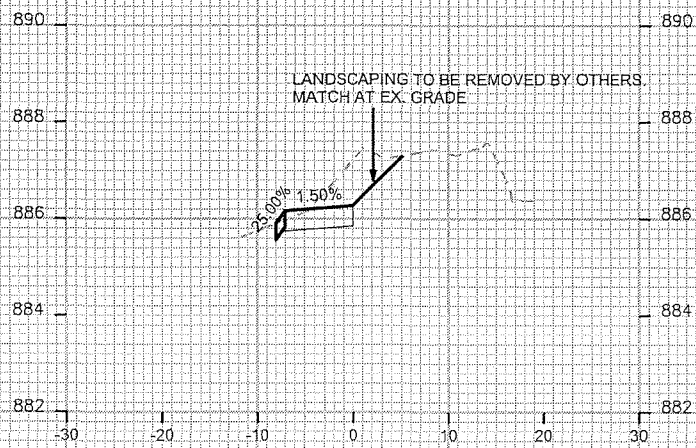
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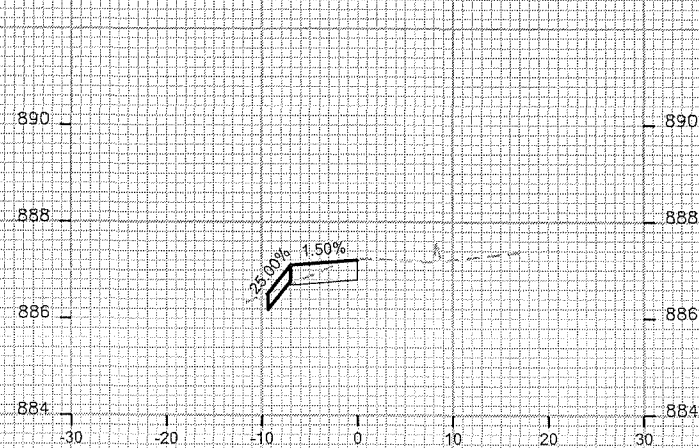
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W BELTLINE FRONTAGE RD CITY OF MADISON

REV. 6-21-18 CWD

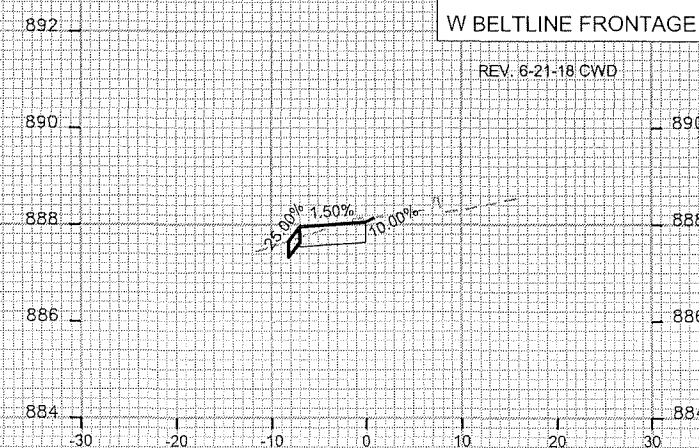
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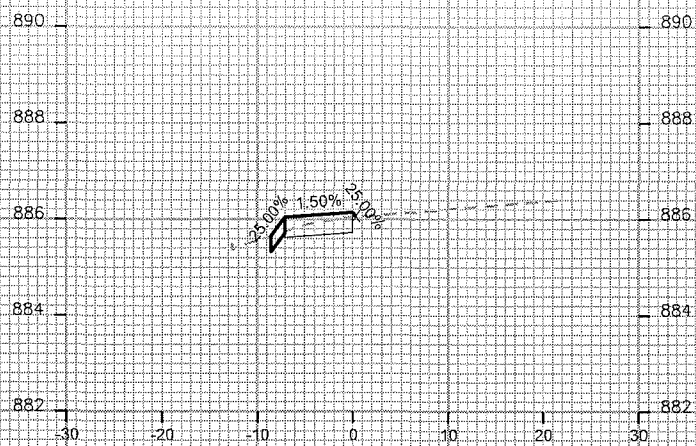
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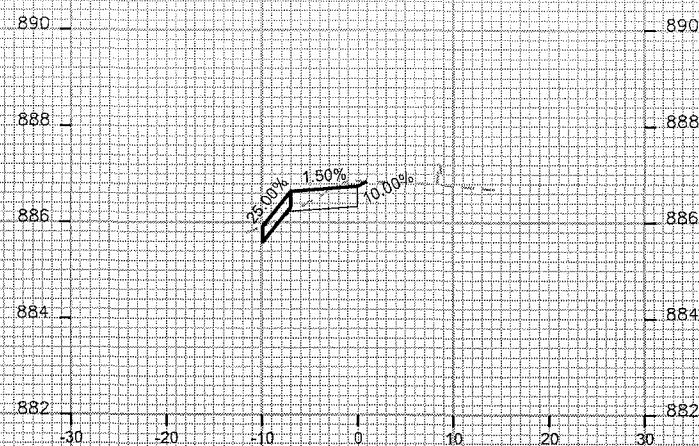
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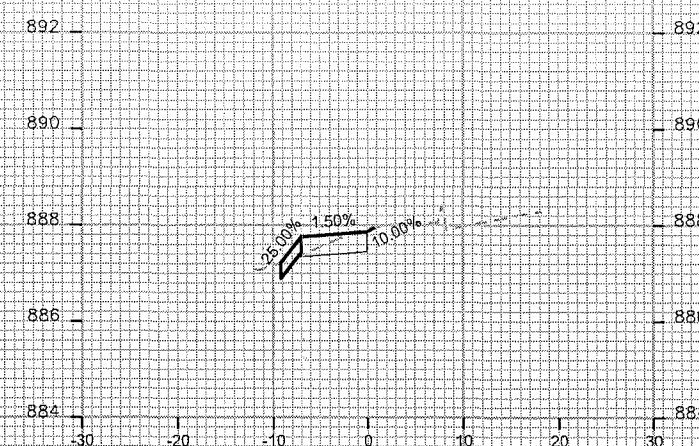
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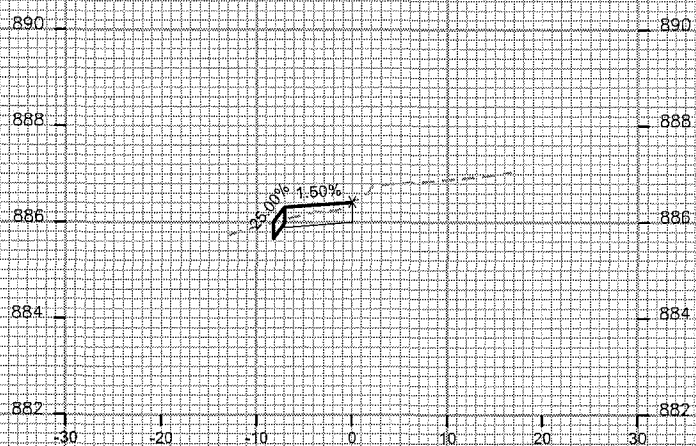
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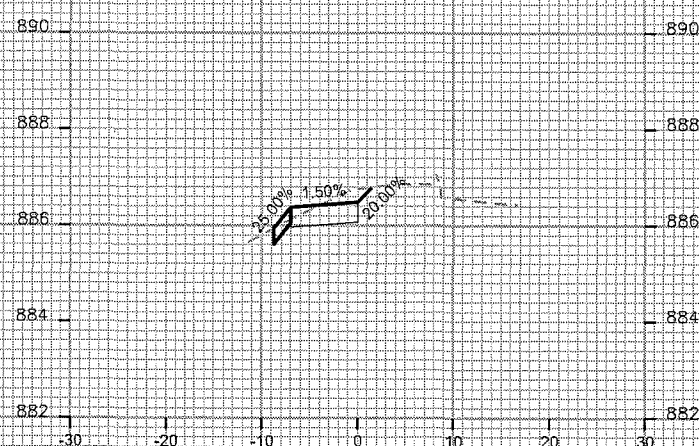
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STA. 14+50



STA. 12+75



STA. 13+50



STA. 14+25



PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION

CROSS SECTIONS

JACKSON PLAZA

CITY OF MADISON

REV 6-21-18 CWD

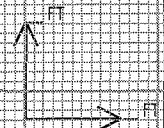
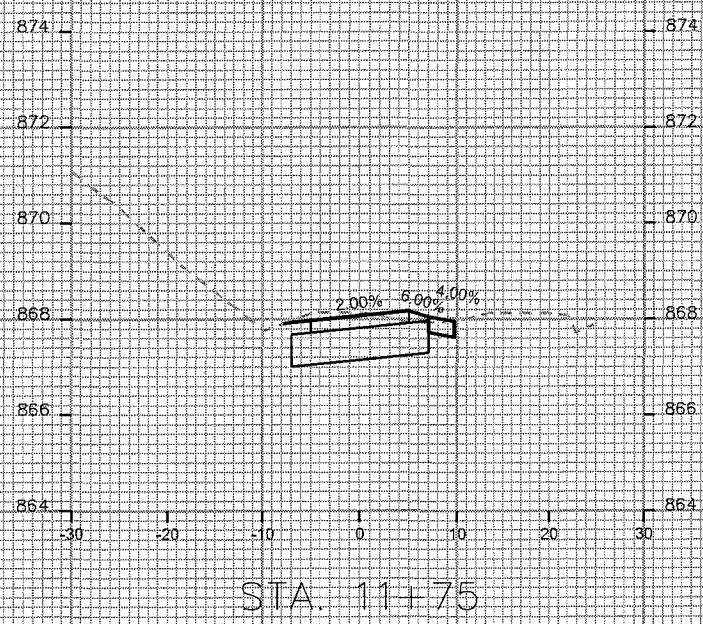
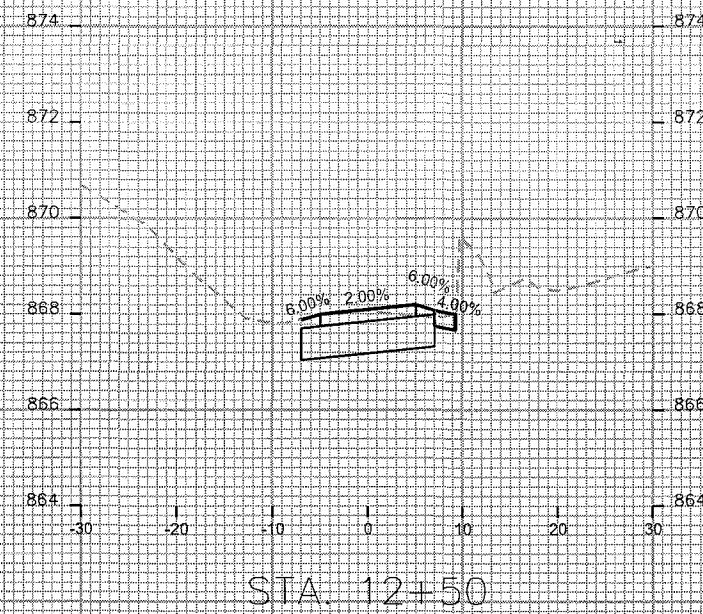
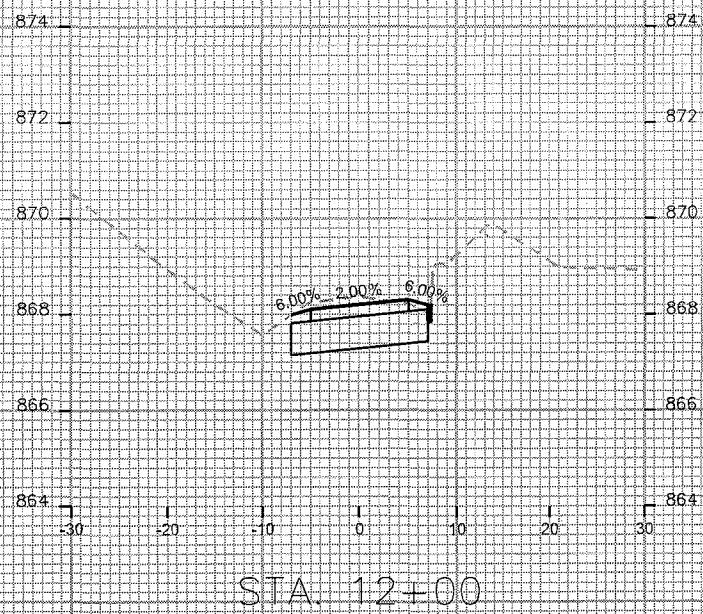
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PLOT SCALE: _____

PLOT NAME: _____

REV. DATE: _____

ORIGINATOR: CITY OF MADISON, STREETS DIVISION



SECTION E: BIDDERS ACKNOWLEDGEMENT

2018 - NEW SIDEWALK INSTALLATION
CONTRACT NO. 8125

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 - 2018 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda Nos. 1 through 1 to the Contract, at the prices for said work as contained in this proposal. (Electronic bids submittals shall acknowledge addendum under Section E and shall not acknowledge here)
2. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3. The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4. I hereby certify that I have met the Bid Bond Requirements as specified in Section 102.5. (IF BID BOND IS USED, IT SHALL BE SUBMITTED ON THE FORMS PROVIDED BY THE CITY. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID).
5. I hereby certify that all statements herein are made on behalf of Speedway Sand & Gravel Inc. (name of corporation, partnership, or person submitting bid) a corporation organized and existing under the laws of the State of Wisconsin a partnership consisting of _____; an individual trading as _____; of the City of _____ State of _____; that I have examined and carefully prepared this Proposal, from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have fully authority to make such statements and submit this Proposal in (its, their) behalf, and that the said statements are true and correct.

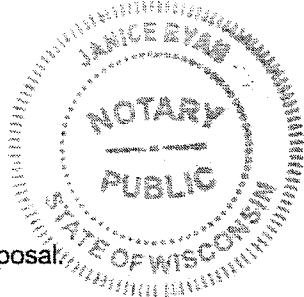
 SIGNATURE
 Vice President

 TITLE, IF ANY

Sworn and subscribed to before me this
28th day of June, 2018

Janice Ryan
 (Notary Public or other officer authorized to administer oaths)
 My Commission Expires 10-21-21

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



Contract 8125 – 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

2018 - NEW SIDEWALK INSTALLATION
CONTRACT NO. 8125

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 x221 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

[Signature]
Bidder's Signature

June 28, 2018
Date

**2018 - NEW SIDEWALK INSTALLATION
CONTRACT NO. 8125**

Small Business Enterprise Compliance Report

Summary Sheet

SBE Subcontractors Who Are NOT Suppliers

Name(s) of SBEs Utilized	Type of Work	6 % of Total Bid Amount
		%
JR's Landscaping	Clear & Grub	8%
	Seeding, Matting	%
	Erosion Control	%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal SBE who are NOT suppliers:		8% %

SBE Subcontractors Who Are Suppliers

Name(s) of SBEs Utilized	Type of Work	% of Total Bid Amount
		%
		%
		%
		%
		%
		%
		%
		%
Subtotal Contractors who are suppliers:		% x 0.6 = _____ % (discounted to 60%)
Total Percentage of SBE Utilization:	8%	%

2018 - NEW SIDEWALK INSTALLATION

CONTRACT NO. 8125
 DATE: 6/28/18

**Speedway Sand & Gravel,
 Inc.**

Item	Quantity	Price	Extension
Section B: Proposal Page - W. Beltline			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$1,500.00	\$1,500.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$16,500.00	\$16,500.00
20221 - TOPSOIL - S.Y.	660.00	\$7.00	\$4,620.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	2.00	\$500.00	\$1,000.00
20503 - ADJUST INLET - EACH	1.00	\$500.00	\$500.00
20701 - TERRACE SEEDING - S.Y.	660.00	\$2.00	\$1,320.00
21002 - EROSION CONTROL INSPECTION - EACH	1.00	\$500.00	\$500.00
21055 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EACH	5.00	\$260.00	\$1,300.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	660.00	\$3.25	\$2,145.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	6342.00	\$7.50	\$47,565.00
Section B: Proposal Page - Jackson Plaza			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$750.00	\$750.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$12,000.00	\$12,000.00
20101 - EXCAVATION CUT - C.Y.	55.00	\$30.00	\$1,650.00
20221 - TOPSOIL - S.Y.	290.00	\$6.00	\$1,740.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	590.00	\$4.00	\$2,360.00
20401 - CLEARING - I.D.	5.00	\$50.00	\$250.00
20403 - GRUBBING - I.D.	5.00	\$50.00	\$250.00
20701 - TERRACE SEEDING - S.Y.	290.00	\$2.00	\$580.00
21002 - EROSION CONTROL INSPECTION - EACH	1.00	\$500.00	\$500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	15.00	\$8.00	\$120.00
21055 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EACH	4.00	\$260.00	\$1,040.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	290.00	\$3.25	\$942.50
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	650.00	\$10.00	\$6,500.00
40102 - CRUSHED AGGREGATE BASE COURSE, GRADATION 2 OR 3 - TON	100.00	\$28.00	\$2,800.00
40201 - HMA PAVEMENT 3 LT 58-28S - TON	50.00	\$160.00	\$8,000.00
Section B: Proposal Page - Mayfair Ave.			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$500.00	\$500.00
10802 - ROOT CUTTING - SIDEWALK (UNDISTRIBUTED) - L.F.	70.00	\$10.00	\$700.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$12,000.00	\$12,000.00
20101 - EXCAVATION CUT - C.Y.	20.00	\$50.00	\$1,000.00
20221 - TOPSOIL - S.Y.	250.00	\$6.00	\$1,500.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	120.00	\$10.00	\$1,200.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	330.00	\$3.00	\$990.00
20501 - ADJUST SEWER ACCESS STRUCTURE - EACH	1.00	\$600.00	\$600.00
20701 - TERRACE SEEDING - S.Y.	250.00	\$2.00	\$500.00
21002 - EROSION CONTROL INSPECTION - EACH	1.00	\$500.00	\$500.00
21055 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EACH	6.00	\$260.00	\$1,560.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	250.00	\$3.25	\$812.50
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	120.00	\$40.00	\$4,800.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	825.00	\$7.00	\$5,775.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	270.00	\$8.00	\$2,160.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	48.00	\$45.00	\$2,160.00
40251 - ASPHALT MATERIAL FOR CURB FRONT FILL - L.F.	60.00	\$15.00	\$900.00

2018 - NEW SIDEWALK INSTALLATION

CONTRACT NO. 8125

DATE: 6/28/18

**Speedway Sand & Gravel,
Inc.**

Item	Quantity	Price	Extension
90001 - REBUILD CATCHBASIN TOP - EACH	1.00	\$1,500.00	\$1,500.00
Section B: Proposal Page - Perry St.			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$700.00	\$700.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$16,500.00	\$16,500.00
20101 - EXCAVATION CUT - C.Y.	10.00	\$75.00	\$750.00
20221 - TOPSOIL - S.Y.	260.00	\$8.00	\$2,080.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	110.00	\$15.00	\$1,650.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	190.00	\$5.00	\$950.00
20401 - CLEARING - I.D.	12.00	\$50.00	\$600.00
20403 - GRUBBING - I.D.	12.00	\$50.00	\$600.00
20701 - TERRACE SEEDING - S.Y.	260.00	\$2.00	\$520.00
21002 - EROSION CONTROL INSPECTION - EACH	1.00	\$500.00	\$500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	35.00	\$8.00	\$280.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	260.00	\$3.25	\$845.00
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	36.00	\$50.00	\$1,800.00
30203 - TYPE "X" CONCRETE CURB & GUTTER - L.F.	24.00	\$50.00	\$1,200.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	815.00	\$7.00	\$5,705.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	135.00	\$8.00	\$1,080.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	24.00	\$50.00	\$1,200.00
40251 - ASPHALT MATERIAL FOR CURB FRONT FILL - L.F.	36.00	\$15.00	\$540.00
40411 - CONCRETE PAVEMENT RECONSTRUCTION - S.Y.	74.00	\$120.00	\$8,880.00
90002 - REINFORCED HIGH EARLY STRENGTH CONCRETE CURB AND GUTTER - L.F.	50.00	\$60.00	\$3,000.00
Section B: Proposal Page - S. Whitney Way			
10701 - TRAFFIC CONTROL - LUMP SUM	1.00	\$3,000.00	\$3,000.00
10911 - MOBILIZATION - LUMP SUM	1.00	\$16,500.00	\$16,500.00
20101 - EXCAVATION CUT - C.Y.	90.00	\$50.00	\$4,500.00
20221 - TOPSOIL - S.Y.	1030.00	\$7.50	\$7,725.00
20322 - REMOVE CONCRETE CURB & GUTTER - L.F.	100.00	\$15.00	\$1,500.00
20323 - REMOVE CONCRETE SIDEWALK & DRIVE - S.F.	5300.00	\$4.00	\$21,200.00
20701 - TERRACE SEEDING - S.Y.	1030.00	\$2.00	\$2,060.00
21002 - EROSION CONTROL INSPECTION - EACH	1.00	\$500.00	\$500.00
21017 - SILT SOCK (8 INCH) - COMPLETE - L.F.	50.00	\$8.00	\$400.00
21055 - INLET PROTECTION, TYPE D HYBRID - COMPLETE - EACH	4.00	\$260.00	\$1,040.00
21061 - EROSION MATTING, CLASS I, URBAN TYPE A - S.Y.	1030.00	\$3.25	\$3,347.50
30201 - TYPE "A" CONCRETE CURB & GUTTER - L.F.	100.00	\$45.00	\$4,500.00
30301 - 5 INCH CONCRETE SIDEWALK - S.F.	7150.00	\$8.00	\$57,200.00
30302 - 7 INCH CONCRETE SIDEWALK & DRIVE - S.F.	660.00	\$9.00	\$5,940.00
30340 - CURB RAMP DETECTABLE WARNING FIELD - S.F.	72.00	\$45.00	\$3,240.00
Grand Total	Totals		\$337,622.50



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer
City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dalley, P.E.
Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahmeyer, P.E.
Facilities & Sustainability
Jeanne E. Hoffman, Manager
Operations Manager
Kathleen M. Cryan
Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

BIENNIAL BID BOND

Speedway Sand & Gravel, Inc.

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

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

The condition of this obligation is that the Principal has submitted to the City certain bids for projects from the time period of February 1, 2018 through January 31, 2020.

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

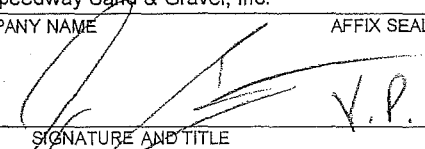
In the event the Principal shall fail to execute and deliver the contract(s) or the performance and payment bond(s), all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to pay to the City within ten (10) calendar days of written demand a total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

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


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

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

PRINCIPAL

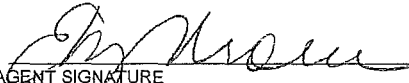
Speedway Sand & Gravel, Inc. 11-16-2017
COMPANY NAME AFFIX SEAL DATE
By:  V.P.
SIGNATURE AND TITLE

SURETY

Fidelity and Deposit Company of Maryland 11-16-2017
COMPANY NAME AFFIX SEAL DATE
By: 
SIGNATURE AND TITLE
Elizabeth Mosca, Attorney-in-Fact

This certifies that I have been duly licensed as an agent for the Surety in Wisconsin under National Provider No. 12305256 for the year 2018 and appointed as attorney in fact with authority to execute this bid bond, which power of attorney has not been revoked.

11-16-2017
DATE


AGENT SIGNATURE

PO Box 259408
ADDRESS

Madison, WI 53725-9408
CITY, STATE AND ZIP CODE

608-252-9674
TELEPHONE NUMBER

Note to Surety and Principal: Any bid submitted which this bond guarantees may be rejected if the Power of Attorney form showing that the Agent of Surety is currently authorized to execute bonds on behalf of Surety is not attached to this bond.

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

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


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

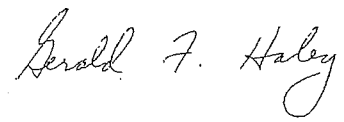
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2017.

ATTEST:

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



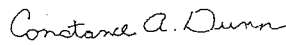
By: 
Secretary
Michael McKibben


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 11th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16 day of November, 2017.



Michael Bond

Michael Bond, Vice President

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

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

SECTION H: AGREEMENT

THIS AGREEMENT made this 25 day of JULY in the year Two Thousand and Eighteen 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 **JULY 24, 2018**, 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:

2018 - NEW SIDEWALK INSTALLATION CONTRACT NO. 8125

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 THIRTY-SEVEN THOUSAND SIX HUNDRED TWENTY-TWO AND 50/100 (\$337,622.50)** 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 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:
 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.

**2018 - NEW SIDEWALK INSTALLATION
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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:

SPEEDWAY SAND & GRAVEL, INC.

Company Name

[Signature] 7/25/18
Witness Date

[Signature] 7/25/18
V President Date

[Signature] 7/25/18
Witness Date

[Signature] 7/25/18
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 10th day of August, 2018

[Signature]
Witness

[Signature] 10 AUG 2018
Mayor Date

[Signature]
Witness

[Signature] 8-1-2018
City Clerk Date

SECTION I: PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEEDWAY SAND & GRAVEL, INC. as principal, and Fidelity and Deposit Company of Maryland Company of Maryland as surety, are held and firmly bound unto the City of Madison, Wisconsin, in the sum of **THREE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED TWENTY-TWO AND 50/100 (\$337,622.50)** 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:

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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 25 day of July, 2018

Countersigned:

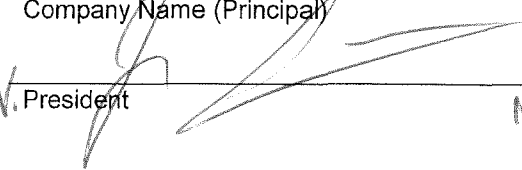


Witness

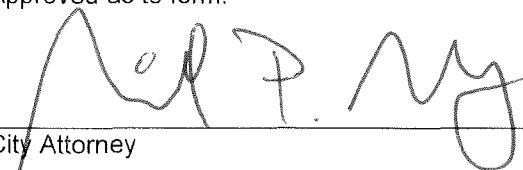

Secretary

SPEEDWAY SAND & GRAVEL, INC.

Company Name (Principal)


President Seal

Approved as to form:

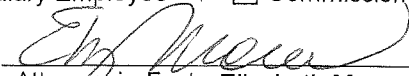

City Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Seal

Salary Employee Commission

By 
Attorney-in-Fact, Elizabeth Mosca

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 2018, and appointed as attorney-in-fact with authority to execute this payment and performance bond which power of attorney has not been revoked.

July 25, 2018
Date


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 **DAVID MCVICKER, 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, David ZENOBI, 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.

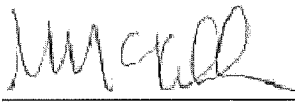
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


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 15th day of March, A.D. 2018.

ATTEST:

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



By: 
Secretary
Michael McKibben


Vice President
David McVicker

State of Maryland
County of Baltimore

On this 15th day of March, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, 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.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of July, 2018.



Michael Bond, Vice President

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

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